

U.S. Department of Homeland Security



Program Management, Administration, Clerical, and Technical Services (PACTS)

PACTS III

**Draft Request for Proposal (RFP)
No. 70SBUR23R00000016**

March 3, 2023

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER EER230015		PAGE OF 3 138	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 70SBUR23R000000016	
6. SOLICITATION ISSUE DATE		7. FOR SOLICITATION INFORMATION CALL		a. NAME Sara Riordan		b. TELEPHONE NUMBER (No collect calls) 802-872-4126	
8. OFFER DUE DATE/LOCAL TIME ET		9. ISSUED BY CODE 70SBUR Department of Homeland Security Citizenship and Immigration Services Office of Contracting 70 Kimball Avenue South Burlington VT 05403		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input checked="" type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> 8(A) NAICS: 561110 SIZE STANDARD: \$12.5			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO CODE CIS-MGT Management Directorate 5900 Capital Gateway Drive Camp Springs MD 20746		16. ADMINISTERED BY CODE 70SBUR Department of Homeland Security Citizenship and Immigration Services Office of Contracting 70 Kimball Avenue South Burlington VT 05403		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
17a. CONTRACTOR/ OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Program Management, Administration, Clerical, and Technical Services (PACTS) III ----- This Department-wide, Indefinite-Delivery Indefinite Quantity (IDIQ) provides program management, administrative, clerical, technical, and engineering commercial services and solutions that will enable the Department of Homeland Security (DHS) to accomplish its mission objectives. Specific requirements will be further identified and defined at the Task Order (TO) <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ 1 _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				Tanis Brainerd			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	<p>level.</p> <p>PACTS III - Base Period</p> <p>Performance to be in accordance with Attachment 1-Statement of Work.</p> <p>Pricing under this line item shall not exceed the pricing outlined in Attachment 4 - Contractor Labor Category Pricing.</p> <p>Funding and task order requirements to be obligated and specified under each individual TO.</p> <p>Period of Performance: 3-Years. Dates to be determined.</p> <p>Award Type: Indefinite-Quantity</p> <p>Minimum Quantity: N/A</p> <p>Maximum Quantity: N/A</p> <p>Minimum Amount: \$0.00</p> <p>Maximum Amount: \$5 642 188,950 00</p> <p>Product Service C de (PSC : R 99</p> <p>Support-Administrative: Other</p> <p>A list of all relevant NAICS and Product Service Codes can be found within Attachment 11 - Functional Categories-Relevant NAICS Codes and Product Service Codes.</p> <p>Continued ...</p>	1	EA		

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	<p>Anticipated Award Type: Indefinite-quantity</p> <p>The purpose of this line item is to provide the obligated amount for the Minimum Dollar Guarantee as outlined in Section III of this RFP.</p> <p>Period of Performance: Within 30 days of award. Dates to be determined.</p> <p>Award Type: Indefinite-Quantity Minimum Quantity: 1 Maximum Quantity: 1 Minimum Amount: \$1.00 Maximum Amount: \$TBD.00 Product Service Code: R699 Support-Administrative: Other</p> <p>A list of all relevant NAICS and Product Service Codes can be found within Attachment 11 - Functional Categories-Relevant NAICS Codes and Product Service Codes.</p>	1	EA		
1001	<p>PACTS III - Optio Period I</p> <p>This option perio is exe cis ble a the discretion of the govern ent. If exe cis d, it will be done in accordance with FAR 52.217-9.</p> <p>Performance to be in accordance with Attachment 1-Statement of Work. Pricing under this line item shall not exceed the pricing outlined in Attachment 4 - Contractor Labor Category Pricing. Funding and task order requirements to be obligated and specified under each individual TO.</p> <p>Period of Performance: 2-Years. Dates to be determined.</p> <p>Award Type: Indefinite-Quantity Minimum Quantity: N/A Maximum Quantity: N/A Minimum Amount: \$0.00 Maximum Amount: \$5,642,188,950.00 Product Service Code: R699 Support-Administrative: Other Continued ...</p>		EA		

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001	<p>A list of all relevant NAICS and Product Service Codes can be found within Attachment 11 - Functional Categories-Relevant NAICS Codes and Product Service Codes. (Option Line Item)</p> <p>PACTS III - Option Period II</p> <p>This option period is exercisable at the discretion of the government. If exercised, it will be done in accordance with FAR 52.217-9.</p> <p>Performance to be in accordance with Attachment 1-Statement of Work. Pricing under this line item shall not exceed the pricing outlined in Attachment 4 - Contractor Labor Category Pricing. Funding and task order requirements to be obligated and specified under each individual TO.</p> <p>Period of Performance: 2-Years. Dates to be determined.</p> <p>Award Type: Indefinite-Quantity Minimum Quantity: N/A Maximum Quantity: N/A Minimum Amount: \$0.00 Maximum Amount: \$5,642,188,950.00 Product Service Code: R699 Support-Administrative: Other</p> <p>A list of all relevant NAICS and Product Service Codes can be found within Attachment 11 - Functional Categories-Relevant NAICS Codes and Product Service Codes. (Option Line Item)</p>		EA		
3001	<p>PACTS III - Option Period III</p> <p>This option period is exercisable at the discretion of the government. If exercised, it will be done in accordance with FAR 52.217-9.</p> <p>Performance to be in accordance with Attachment 1-Statement of Work. Pricing under this line item shall not exceed the Continued ...</p>		EA		

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REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4001	<p>pricing outlined in Attachment 4 - Contractor Labor Category Pricing.</p> <p>Funding and task order requirements to be obligated and specified under each individual task order.</p> <p>Period of Performance: 2-Years. Dates to be determined.</p> <p>Award Type: Indefinite-Quantity</p> <p>Minimum Quantity: N/A</p> <p>Maximum Quantity: N/A</p> <p>Minimum Amount: \$0.00</p> <p>Maximum Amount: \$5,642,188,950.00</p> <p>Product Service Code: R699</p> <p>Support-Administrative: Other</p> <p>A list of all relevant NAICS and Product Service Codes can be found within Attachment 11 - Functional Categories-Relevant NAICS Codes and Product Service Codes.</p> <p>(Option Line Item)</p> <p>PACTS III - Optio Period IV</p> <p>This option perio is exe cis ble a the discretion of the govern ent. If exe cis d, it will be done in accordance with FAR 52.217-9.</p> <p>Performance to be in accordance with Attachment 1-Statement of Work.</p> <p>Pricing under this line item shall not exceed the pricing outlined in Attachment 4 - Contractor Labor Category Pricing.</p> <p>Funding and task order requirements to be obligated and specified under each individual task order.</p> <p>Period of Performance: 1-Year. Dates to be determined.</p> <p>Award Type: Indefinite-Quantity</p> <p>Minimum Quantity: N/A</p> <p>Maximum Quantity: N/A</p> <p>Minimum Amount: \$0.00</p> <p>Maximum Amount: \$5,642,188,950.00</p> <p>Product Service Code: R699</p> <p>Continued ...</p>		EA		

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Support-Administrative: Other A list of all relevant NAICS and Product Service Codes can be found within Attachment 11 - Functional Categories-Relevant NAICS Codes and Product Service Codes. (Option Line Item)				

PART I – CONTINUATION OF SF1449

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

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

This vehicle does not provide any information technology (IT) services. The Statement of Work (SOW), Attachment 1 which delineates the details of the services and solutions is composed of three comprehensive Functional Categories (FCs) of commercial services. The three FCs have a primary NAICS code that further describes the scope of work that will be procured under each FC. All three of FCs have specific requirements that will be further identified and defined at the Task Order (TO) level. The FC and associated NAICS codes are as follows:

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

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

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

The labor category prices set forth in the Labor Category Pricing, Attachment 4 will cover the entire period of performance of this contract. The government will issue task orders based on the work described in Section C of this contract and the schedules set forth in Labor Category Pricing, Attachment 4. Labor Category Pricing, Attachment 4 will contain the on-site and off-site hourly labor rates for each year of the contract for work to be performed within the 50 States and US territories. These price schedules can be used on firm-fixed price, time and materials, and labor hour task orders. All task orders will be commercial. These fully burdened, hourly rates are ceiling prices and shall not be exceeded when Contractors propose to individual task orders. Contractors are encouraged to propose lower hourly rates and offer discounts when responding to a task order request.

PART II – CONTRACT CLAUSES

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

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

FAR CLAUSES INCORPORATED BY REFERENCE:

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

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

(End of clause)

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

	(i)(1)(ii)(D)(1): To be filled in at the TO level	
	(i)(1)(ii)(D)(2): To be filled in at the TO level	
52.215-8	Order of Precedence-Uniform Contract Format	Oct 1997
52.215-17	Waiver of Facilities Capital Cost of Money	Oct 1997
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	Jun 2020
52.222-41	Service Contract Labor Standards	Aug 2018
52.222-62	Paid Sick Leave Under Executive Order 13706	Jan 2022
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	Sept 2013
52.223-3	Hazardous Material Identification and Material Safety Data	Feb 2021
52.223-3	Hazardous Material Identification and Material Safety Data Alternate I	July 1995
52.223-5	Pollution Prevention and Right-to-Know Information	May 2011
52.223-10	Waste Reduction Program	May 2011
52.223-19	Compliance with Environmental Management Systems	May 2021
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-13	Restrictions on Certain Foreign Purchases	Feb 2021
52.227-1	Authorization and Consent	Jun 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Jun 2020
52.227-3	Patent Indemnity	Apr 1984
52.227-14	Rights in Data-General	May 2014
52.227-17	Rights in Data-Special Works	Dec 2007
52.228-5	Insurance-Work on a Government Installation	Jan 1997
52.229-3	Federal, State, and Local Taxes	Feb 2013
52.232-1	Payments	Apr 1984
52.232-17	Interest	May 2014
52.232-18	Availability of Funds	Apr 1984
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	Oct 2018
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Nov 2021
52.233-1	Disputes	May 2014
52.233-1	Disputes Alternate I	May 2014
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
52.237-3	Continuity of Services	Jan 1991
52.237-10	Identification of Uncompensated Overtime	Oct 1997
52.242-13	Bankruptcy	Jul 1995
52.242-15	Stop-Work Order	Aug 1989
52.243-1	Changes-Fixed-Price	Aug 1987
52.243-1	Changes-Fixed-Price Alternate I	Apr 1984
52.243-3	Changes-Time-and-Material or Labor-Hours	Sep 2000
52.244-2	Subcontracts	Jun 2020

52.244-5	Competition in Subcontracting	Dec 1996
52.245-1	Government Property	Sept 2021
52.245-9	Use and Charges	Apr 2012
52.246-4	Inspection of Services-Fixed Price	Aug 1996
52.246-2	Inspection of Supplies-Fixed Price	Aug 1996
52.246-6	Inspection of Services-Time-and-Material or Labor0Hour	May 2001
52.246-16	Responsibility for Supplies	Apr 1984
52.246-20	Warranty of Services	May 2001
52.246-25	Limitation of Liability-Services	Feb 1997
52.247-34	F.O.B. Destination	Nov 1991
52.247-35	F.O.B. Destination, Within Consignee's Premises	Apr 1984
52.249-2	Termination for Convenience of the Government (Fixed-Price)	Apr 2012
52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984
52.249-14	Excusable Delays	Apr 1984
52.251-1	Government Supply Sources	Apr 2012
52.253-1	Computer Generated Forms	Jan 1991

FAR CLAUSES IN FULL TEXT:

FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

FAR 52.211-8 Time of Delivery (Jun 1997)

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

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

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an Offeror offers an earlier delivery schedule than required above. If the Offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

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

(End of clause)

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

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

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

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

date that the Contractor receives notice of award; provided, that the Contractor promptly acknowledges receipt of notice of award.

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

(End of Clause)

FAR 52.211-9 Desired and Required Time of Delivery (Jun 1997)

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

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

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

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

Offers that propose delivery of a quantity under such terms or condition that delivery will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. If the Offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

OFFEROR’S PROPOSED DELIVERY SCHEDULE		
<i>[Task Order Contracting Officer insert specific details]</i>		
ITEM No.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

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

(End of clause)

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

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

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

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

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

(End of Clause)

FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders— Commercial Products and Commercial Services (Dec 2022)

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

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

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

[Contracting Officer check as appropriate.]

 X(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

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

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

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

___(5) [Reserved].

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

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

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

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

___(10) [Reserved].

X (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

X (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___(13) [Reserved]

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

___(ii) Alternate I (Mar 2020) of 52.219-6.

___(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

___(ii) Alternate I (Mar 2020) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)).

___(17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2022) (15 U.S.C. 637(d)(4)).

___(ii) Alternate I (Nov 2016) of 52.219-9.

___(iii) Alternate II (Nov 2016) of 52.219-9.

___(iv) Alternate III (Jun 2020) of 52.219-9.

___(v) Alternate IV (Sep 2021) of 52.219-9.

X (18)(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

___(ii) Alternate I (Mar 2020) of 52.219-13.

X (19) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 637s).

X (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

X (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (15 U.S.C. 657f).

X (22)(i) 52.219-28, Post Award Small Business Program Rerepresentation (Oct 2022) (15 U.S.C. 632(a)(2)).

X (ii) Alternate I (Mar 2020) of 52.219-28.

 (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

X (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

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

 (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

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

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

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

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

 (ii) Alternate I (Feb 1999) of 52.222-26.

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

 (ii) Alternate I (Jul 2014) of 52.222-35.

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

 (ii) Alternate I (Jul 2014) of 52.222-36.

X (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

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

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

X (36) 52.222-54, Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

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

- ___(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ___(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ___(40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ___(ii) Alternate I (Oct 2015) of 52.223-13.
- ___(41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ___(ii) Alternate I (Jun 2014) of 52.223-14.
- ___(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- ___(43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___(ii) Alternate I (Jun 2014) of 52.223-16.
- X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ___(45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ___(46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- ___(47)(i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- (ii) Alternate I (Jan 2017) of 52.224-3.
- ___(48)(i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
- ___(ii) Alternate I (Oct 2022) of 52.225-1.
- ___(49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___(ii) Alternate I [Reserved].
- ___(iii) Alternate II (Dec 2022) of 52.225-3.
- ___(iv) Alternate III (Jan 2021) of 52.225-3.
- ___(v) Alternate IV (Oct 2022) of 52.225-3.
- ___(50) 52.225-5, Trade Agreements (Dec 2022) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

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

___(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

___(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

___(55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

___(56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

___(57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

___(59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

X (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___(61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

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

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

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

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

[Contracting Officer Check as Appropriate:]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations

Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

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

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

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

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

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

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

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

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

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

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

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

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

(xvi) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages 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. Subtitle A, Part V, Subpart G Note).

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

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

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

(End of clause)

FAR 52.216-18 Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from _____ through _____ *[insert dates]*.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

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

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

(End of clause)

FAR 52.216-19 Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than _____ *[insert dollar figure or quantity]*, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of _____ *[insert dollar figure or quantity]*;

(2) Any order for a combination of items in excess of _____ *[insert dollar figure or quantity]*; or

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

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

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

(End of clause)

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

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

[Contracting Officer to insert name, address, telephone number, and email address for the Agency Ombudsman or provide the URL address where this information may be found.]

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

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

(End of clause)

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

(d) Contracts used by multiple agencies.

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

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

[The ordering activity's contracting officer to insert the name, address, telephone number, and email address for the ordering activity's Ombudsman or provide the URL address where this information may be found.]

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

(End of Clause)

FAR 52.216-22 Indefinite Quantity (Oct 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the contract expiration date plus 12-months.

(End of clause)

FAR 52.216-25 Contract Definitization (Oct 2010)

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

(b) The schedule for definitizing this contract is [insert target date for definitization of the contract and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of make-or-

buy and subcontracting plans and certified cost or pricing data]: _____

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

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

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

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

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

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

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor at any time within the term of the contract, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 120 months.

(End of clause)

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

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

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

(End of clause)

FAR 52.222-35 Equal Opportunity for Veterans (Jun 2020)

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR [22.1303\(a\)](#) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

Alternate I (Jul2014). As prescribed in [22.1310\(a\)\(2\)](#), add the following as a preamble to the clause:

The following term(s) of this clause are waived for this contract: _____ [*List term(s)*].

FAR 52.222-36 Equal Opportunity for Workers with Disabilities (Jun 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) [22.1408\(a\)](#) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to

enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

Alternate I (Jul2014). As prescribed in [22.1408\(b\)](#), add the following as a preamble to the clause:

Notice: The following term(s) of this clause are waived for this contract: _____ [List term(s)].

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

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

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

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

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

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

(d) Liquidation of performance-based payments.

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

payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

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

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

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

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

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

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

(f) Title.

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

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

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

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

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

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action

and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

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

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

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

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see [45.101](#)), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

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

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

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

(k) *Reservation of rights.*

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

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

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

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

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

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

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

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

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

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

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

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

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

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

(End of clause)

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

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

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

(End of clause)

HOMELAND SECURITY ACQUISITION REGULATION (HSAR) CLAUSES IN FULL TEXT:

HSAR 3052.204-71 Contractor employee access (Sep 2012)

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the

Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this on contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(End of clause)

Alternate II (JUN 2006) When the Department has determined contract employee access to sensitive information or Government facilities must be limited to U.S. citizens and lawful permanent residents, but the contract will not require access to IT resources, add the following paragraphs:

(g) Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-551). Any exceptions must be approved by the Department's Chief Security Officer or designee.

(h) Contractors shall identify in their proposals, the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the Contracting Officer.

(End of clause)

HSAR 3052.209-72 Organizational conflict of interest (Jun 2006)

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting [“contracting officer shall insert description here”].

(End of clause)

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

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

(a) *Provisions.*

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

(b) *Clauses.*

- ☒ 3052.203-70 Instructions for Contractor Disclosure of Violations.
- ☐ 3052.204-70 Security Requirements for Unclassified Information Technology Resources.
- ☒ 3052.204-71 Contractor Employee Access.
- ☒ Alternate I
- ☒ 3052.205-70 Advertisement, Publicizing Awards, and Releases.
- ☒ Alternate I
- ☐ 3052.209-72 Organizational Conflicts of Interest.
- ☒ 3052.209-73 Limitation on Future Contracting
- ☒ 3052.215-70 Key Personnel or Facilities.
- ☐ 3052.216-71 Determination of Award Fee.
- ☐ 3052.216-72 Performance Evaluation Plan.
- ☐ 3052.216-73 Distribution of Award Fee.
- ☐ 3052.217-91 Performance. (USCG)
- ☐ 3052.217-92 Inspection and Manner of Doing Work. (USCG)
- ☐ 3052.217-93 Subcontracts. (USCG)
- ☐ 3052.217-94 Lay Days. (USCG)
- ☐ 3052.217-95 Liability and Insurance. (USCG)
- ☐ 3052.217-96 Title. (USCG)
- ☐ 3052.217-97 Discharge of Liens. (USCG)
- ☐ 3052.217-98 Delays. (USCG)
- ☐ 3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair. (USCG)
- ☐ 3052.217-100 Guarantee. (USCG)
- ☐ 3052.219-71 DHS Mentor Protégé Program.
- ☒ 3052.228-70 Insurance.
- ☐ 3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)

- ____ 3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)
- ____ 3052.228-92 Fair Market Value of Aircraft. (USCG)
- ____ 3052.228-93 Risk and Indemnities. (USCG)
- ____ 3052.236-70 Special Provisions for Work at Operating Airports.
- X 3052.242-72 Contracting Officer's Representative.

(End of clause)

Safeguarding of Sensitive Information (Mar 2015)

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

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

"Personally Identifiable Information (PII)" means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

"Sensitive Information" is defined in HSAR clause 3052.204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of

Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person’s privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

“Sensitive Information Incident” is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, Contractor system, or sensitive information.

“Sensitive Personally Identifiable Information (SPII)” is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver’s license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual’s name or other unique identifier plus one or more of the following elements:

- (1) Truncated SSN (such as last 4 digits)
- (2) Date of birth (month, day, and year)
- (3) Citizenship or immigration status
- (4) Ethnic or religious affiliation
- (5) Sexual orientation
- (6) Criminal History
- (7) Medical Information
- (8) System authentication information such as mother’s maiden name, account passwords or personal identification numbers (PIN)

Other PII may be “sensitive” depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive.

(c) *Authorities.* The Contractor shall follow all current versions of Government policies and guidance accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>, or available upon request from the Contracting Officer, including but not limited to:

- (1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information
- (2) DHS Sensitive Systems Policy Directive 4300A
- (3) DHS 4300A Sensitive Systems Handbook and Attachments
- (4) DHS Security Authorization Process Guide
- (5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information
- (6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program
- (7) DHS Information Security Performance Plan (current fiscal year)
- (8) DHS Privacy Incident Handling Guidance
- (9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at <http://csrc.nist.gov/groups/STM/cmvp/standards.html>
- (10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at <http://csrc.nist.gov/publications/PubsSPs.html>
- (11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

(d) *Handling of Sensitive Information.* Contractor compliance with this clause, as well as the policies and procedures described below, is required.

(1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. *MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information* describes how Contractors must handle sensitive but unclassified information. DHS uses the term “FOR OFFICIAL USE ONLY” to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The *DHS Sensitive Systems Policy Directive 4300A* and the *DHS 4300A Sensitive Systems Handbook* provide the policies and procedures on security for Information Technology (IT) resources. The *DHS Handbook for Safeguarding Sensitive Personally Identifiable Information* provides guidelines to help safeguard SPII in both paper and electronic form. *DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program* establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.

(2) The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.

(3) All Contractor employees with access to sensitive information shall execute *DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA)*, as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer’s Representative (COR) no later than two (2) days after execution of the form.

(4) The Contractor’s invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the

names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.

(e) *Authority to Operate*. The Contractor shall not input, store, process, output, and/or transmit sensitive information within a Contractor IT system without an Authority to Operate (ATO) signed by the Headquarters or Component CIO, or designee, in consultation with the Headquarters or Component Privacy Officer. Unless otherwise specified in the ATO letter, the ATO is valid for three (3) years. The Contractor shall adhere to current Government policies, procedures, and guidance for the Security Authorization (SA) process as defined below.

(1) Complete the Security Authorization process. The SA process shall proceed according to the *DHS Sensitive Systems Policy Directive 4300A* (Version 11.0, April 30, 2014), or any successor publication, *DHS 4300A Sensitive Systems Handbook* (Version 9.1, July 24, 2012), or any successor publication, and the *Security Authorization Process Guide* including templates.

(i) Security Authorization Process Documentation. SA documentation shall be developed using the Government provided Requirements Traceability Matrix and Government security documentation templates. SA documentation consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). During the development of SA documentation, the Contractor shall submit a signed SA package, validated by an independent third party, to the COR for acceptance by the Headquarters or Component CIO, or designee, at least thirty (30) days prior to the date of operation of the IT system. The Government is the final authority on the compliance of the SA package and may limit the number of resubmissions of a modified SA package. Once the ATO has been accepted by the Headquarters or Component CIO, or designee, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. The Government's acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the IT system controls are implemented and operating effectively.

(ii) Independent Assessment. Contractors shall have an independent third party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in *NIST Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations*. The Contractor shall address all deficiencies before submitting the SA package to the Government for acceptance.

(iii) Support the completion of the Privacy Threshold Analysis (PTA) as needed. As part of the SA process, the Contractor may be required to support the Government in the completion of the PTA. The requirement to complete a PTA is triggered by the creation, use, modification, upgrade, or disposition of a Contractor IT system that will store, maintain and use PII, and must be renewed at least every three (3) years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide all support necessary to assist the Department in completing the PIA in a timely manner and shall ensure that project management plans and schedules include time for the completion of the PTA, PIA, and SORN (to the extent required) as milestones. Support in this context includes

responding timely to requests for information from the Government about the use, access, storage, and maintenance of PII on the Contractor's system, and providing timely review of relevant compliance documents for factual accuracy. Information on the DHS privacy compliance process, including PTAs, PIAs, and SORNs, is accessible at <http://www.dhs.gov/privacy-compliance>.

(2) *Renewal of ATO.* Unless otherwise specified in the ATO letter, the ATO shall be renewed every three (3) years. The Contractor is required to update its SA package as part of the ATO renewal process. The Contractor shall update its SA package by one of the following methods: (1) Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls; or (2) Submitting an updated SA package directly to the COR for approval by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls. The 90 day review process is independent of the system production date and therefore it is important that the Contractor build the review into project schedules. The reviews may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place.

(3) *Security Review.* The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, the Office of the Inspector General, and other Government organizations access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Headquarters or Component CIO, or designee, to coordinate and participate in review and inspection activity by Government organizations external to the DHS. Access shall be provided, to the extent necessary as determined by the Government, for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.

(4) *Continuous Monitoring.* All Contractor-operated systems that input, store, process, output, and/or transmit sensitive information shall meet or exceed the continuous monitoring requirements identified in the *Fiscal Year 2014 DHS Information Security Performance Plan*, or successor publication. The plan is updated on an annual basis. The Contractor shall also store monthly continuous monitoring data at its location for a period not less than one year from the date the data is created. The data shall be encrypted in accordance with *FIPS 140-2 Security Requirements for Cryptographic Modules* and shall not be stored on systems that are shared with other commercial or Government entities. The Government may elect to perform continuous monitoring and IT security scanning of Contractor systems from Government tools and infrastructure.

(5) *Revocation of ATO.* In the event of a sensitive information incident, the Government may suspend or revoke an existing ATO (either in part or in whole). If an ATO is suspended or revoked in accordance with this provision, the Contracting Officer may direct the Contractor to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on the Contractor IT system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

(6) *Federal Reporting Requirements.* Contractors operating information systems on behalf of the Government or operating systems containing sensitive information shall comply with Federal reporting requirements. Annual and quarterly data collection will be coordinated by the Government. Contractors shall provide the COR with requested information within three (3) business days of receipt of the request. Reporting requirements are determined by the Government and are defined in the *Fiscal Year 2014 DHS Information Security Performance Plan*, or successor publication. The Contractor shall provide the Government with all information to fully satisfy Federal reporting requirements for Contractor systems.

(f) *Sensitive Information Incident Reporting Requirements.*

(1) All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with *4300A Sensitive Systems Handbook Incident Response and Reporting* requirements. When notifying the Headquarters or Component SOC, the Contractor shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer's email address is not immediately available, the Contractor shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC. The Contractor shall not include any sensitive information in the subject or body of any e-mail. To transmit sensitive information, the Contractor shall use *FIPS 140-2 Security Requirements for Cryptographic Modules* compliant encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract.

(2) If a sensitive information incident involves PII or SPII, in addition to the reporting requirements in *4300A Sensitive Systems Handbook Incident Response and Reporting*, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:

- (i) Data Universal Numbering System (DUNS);
- (ii) Contract numbers affected unless all contracts by the company are affected;
- (iii) Facility CAGE code if the location of the event is different than the prime contractor location;
- (iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, email);
- (v) Contracting Officer POC (address, telephone, email);
- (vi) Contract clearance level;
- (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network;
- (viii) Government programs, platforms or systems involved;
- (ix) Location(s) of incident;
- (x) Date and time the incident was discovered;
- (xi) Server names where sensitive information resided at the time of the incident, both at the Contractor and subcontractor level;
- (xii) Description of the Government PII and/or SPII contained within the system;

- (xiii) Number of people potentially affected and the estimate or actual number of records exposed and/or contained within the system; and
- (xiv) Any additional information relevant to the incident.

(g) *Sensitive Information Incident Response Requirements.*

(1) All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer.

(2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.

(3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:

- (i) Inspections,
- (ii) Investigations,
- (iii) Forensic reviews, and
- (iv) Data analyses and processing.

(4) The Government, at its sole discretion, may obtain the assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

(h) *Additional PII and/or SPII Notification Requirements.*

(1) The Contractor shall have in place procedures and the capability to notify any individual whose PII resided in the Contractor IT system at the time of the sensitive information incident not later than 5 business days after being directed to notify individuals, unless otherwise approved by the Contracting Officer. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, utilizing the *DHS Privacy Incident Handling Guidance*. The Contractor shall not proceed with notification unless the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, has determined in writing that notification is appropriate.

(2) Subject to Government analysis of the incident and the terms of its instructions to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

- (i) A brief description of the incident;
- (ii) A description of the types of PII and SPII involved;
- (iii) A statement as to whether the PII or SPII was encrypted or protected by other means;

- (iv) Steps individuals may take to protect themselves;
- (v) What the Contractor and/or the Government are doing to investigate the incident, to mitigate the incident, and to protect against any future incidents; and
- (vi) Information identifying who individuals may contact for additional information.

(i) *Credit Monitoring Requirements.* In the event that a sensitive information incident involves PII or SPII, the Contractor may be required to, as directed by the Contracting Officer:

- (1) Provide notification to affected individuals as described above; and/or
- (2) Provide credit monitoring services to individuals whose data was under the control of the Contractor or resided in the Contractor IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:

- (i) Triple credit bureau monitoring;
- (ii) Daily customer service;
- (iii) Alerts provided to the individual for changes and fraud; and
- (iv) Assistance to the individual with enrollment in the services and the use of fraud alerts; and/or

- (3) Establish a dedicated call center. Call center services shall include:

- (i) A dedicated telephone number to contact customer service within a fixed period;
- (ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
- (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
- (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
- (v) Customized FAQs, approved in writing by the Contracting Officer in coordination with the Headquarters or Component Chief Privacy Officer; and
- (vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.

(j) *Certification of Sanitization of Government and Government-Activity-Related Files and Information.* As part of contract closeout, the Contractor shall submit the certification to the COR and the Contracting Officer following the template provided in *NIST Special Publication 800-88 Guidelines for Media Sanitization*.

(End of clause)

Information Technology Security and Privacy Training (Mar 2015)

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

(b) *Security Training Requirements.*

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

- (c) *Privacy Training Requirements.* All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take *Privacy at DHS: Protecting Personal Information* before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>.

Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than September 30th of each year. Any new Contractor employees assigned

to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than September 30th of each year. The email notification shall state the required training has been completed for all Contractor and subcontractor employees.

(End of clause)

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PART III – TERMS AND CONDITIONS

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1.0 Authorized Users

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

2.0 Government Property

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

3.0 Government Facilities

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

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

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

3.1 Rights of Ingress and Egress

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

Contractor employees, including subcontractor employees, shall have in their possession, at all times while working, the specific Government-issued identification credential. The identification credential shall be displayed and visible at all times while on Government property. The Government reserves the right to require contractor personnel to sign-in upon entry and sign-out upon departure from the Government facilities. The Contractor shall be responsible for ensuring that all identification credentials are returned to the issuing agency when contract employees leave the contract, the task order has been completed, employees leave the company, or employees are dismissed or terminated. In addition, the Contractor shall notify the issuing agency whenever employee badges are lost.

3.2 Leasing and Real and Personal Property

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

4.0 Contractor Performance Assessment Reporting System (CPARS)

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

5.0 Advertisements, Publicizing Awards and News Releases

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

6.0 Contractor Representative(s)

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

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

7.0 Notice of Intranet Posting of Base Contract Awards

DHS intends to electronically post the PACTS III contracts, including fully burdened ceiling labor rates, to the DHS web site. This does not include Contractor proposals, or any other proprietary information provided by Contractors relevant to TO performance or by Offerors in response to the PACTS III solicitation. Posting of the contract documents and associated modifications via the internal DHS website is in the best interest of the Government as well as the Contractors. It will allow Contractors to

direct future customers to the site to view labor categories and rates as they develop their Independent Government Cost Estimates (IGCE) in preparation of proposed TOs.

8.0 Security

8.1 Classified Information

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

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

8.2 Sensitive Information

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

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

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

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

9.0 Task Order Personnel

The Contractor shall provide fully trained and experienced personnel required for performance under task orders awarded under the Master Contract. The Contractor shall train contractor personnel, at its own expense, except when the OCO has given prior approval for specific training to meet special requirements that are peculiar to a particular task order. Except as otherwise provided in an individual

task order, the Contractor shall, at its own expense, be responsible for obtaining any and all licenses, certifications, authorizations, approvals, and permits and for complying with any applicable Federal, national, state, and municipal laws, codes, regulations, and any applicable foreign work permits, authorizations, and/or visas in connection with the performance of any applicable task order issued under the Master Contract.

9.1 Security Clearances

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

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

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

9.2 Ethics and Conduct

The Master Contract is strictly a non-personal services contract, which means the personnel rendering the services under awarded task orders are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.

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

Contractor employees shall not represent themselves as Government employees, agents, or representatives or state orally or in writing at any time that they are acting on behalf of the Government. In all communications with third parties, the Contractor shall ensure that all contractor employees identify themselves as contractor employees and identify the name of the company for

which they work and shall not carry out any direction that violates the terms and conditions of the Master Contract and task order.

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

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

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

9.3 Cooperation with Contractors on Government Sites

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

10.0 Organizational Conflicts of Interest

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

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

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

10.1 Cross Teaming Limitations

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

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

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

11.0 On Ramping/Off Ramping of Contractors Post Contract Award

The government does not intend to utilize the on-ramp process independent of off-ramping procedures, however the right is reserved to ensure adequate competition and mission needs.

The total number of contractors within any given functional category and socio-economic category may increase or decrease over the life of PACTS III for reasons such as, but not limited to, novation agreements, acquisition and mergers, or the Government's exercise of the off-ramp and on-ramp process. DHS may add or remove contractors to one or more of the PACTS III IDIQs at its discretion, based on the below criteria. DHS reserves the right to periodically review the need for and to determine whether or not it is in the Government's best interest to conduct on-ramping or unilateral off-ramping procedures to remove and/or add contractors to one or more of the PACTS III IDIQs to meet the Government's need. Only offerors who have identified their offers to be valid throughout the entirety of the PACTS III period of performance will be eligible for on ramping. There will be no open season to publicly post and allow for new offerors after the original solicitation closing date.

Unilateral off-ramping of contractors within functional categories and socio-economic categories will occur based on the following:

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

- (v) Contractor has not met the Minimum Contract Sales Requirement IAW the section in Part III Terms and Conditions titled, “Minimum Contract Sales Requirement”.

Unilateral off-ramping of contractors within functional categories and socio-economic categories may occur based on the following:

- (i) Poor performance documented at either the TO or IDIQ level with ratings of Marginal or Unsatisfactory in CPARS.
- (ii) Failure to comply with requirements at the IDIQ level, as detailed in the Statement of Work (i.e. providing deliverables)

Contract holders under multiple socio-economic categories will only be off-ramped from the socio-economic category where the above conditions have occurred. If an off-ramp contract holder is actively performing under any task order, the contractor will be required to continue to perform under the terms of the task order through either its completion or termination at the task order level. Methods of off-ramping include but are not limited to the following:

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

Bilateral on-ramping may occur at any time. The government will utilize a “next in line” approach for the purposes of on-ramping. In order to be eligible for on-ramping, prospective offerors must identify at the time of submission that their offer is valid for the full PACTS III period of performance. The government will review the offeror that is next in line as the HTRO. In order for the offeror to remain eligible, they must re-certify their size status for the socio-economic category they will be on ramped to. If the potential on-ramping contractor has outgrown their size status from the time of original offer submission, they will not be on ramped and the government will move to the next HTRO.

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

As part of the responsibility determination, the government will review performance on the experience originally claimed under Subfactor 1.1 to ensure a potential on-ramping contractor has satisfactory performance. For federal experience claimed, the government will review performance history within CPARS. For non-federal experience claimed, the government will review the Project Verification Form signed by the Corporate Officer/Official of the commercial entity with cognizance over the submitted project to verify that performance has been satisfactory. **To ensure the information on the form is accurate, the DHS may contact the individual that signed the form.**

The government will, within 30 days, notify all existing PACTS III awardees of any on-ramped contractors. Newly on-ramped contractors are required to comply with their proposed labor category pricing as well as the deliverable requirements in accordance with the PACTS III IDIQ SOW upon award.

12.0 Master Contract Ombudsman

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

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

Master Contract Ombudsman: **TBD**

13.0 Performance-Based Reference

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

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

14.0 Task Order Contract Types

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

- FAR Subpart 16.2 Fixed-Price Contracts
- FAR Subpart 16.4 Incentive Contracts
- FAR 16.601 Time-and-Materials Contracts
 - Task orders that have identified travel costs will be treated as an “Other Direct Cost” in accordance with FAR 52.212-4 Alt 1.
- FAR 16.602 Labor-Hour Contracts

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

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

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

When preparing solicitations for Time and Material (T&M) and/or Labor Hour (LH) task orders, the OCO shall incorporate provision FAR 52.216-31, Time-and-Materials/Labor-Hour Proposal Requirements— Commercial Item Acquisition in the task order solicitation.

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

15.0 Labor Categories

The Master Contract provides the flexibility to utilize labor categories for performance at Government and Contractor sites within the 50 States and US territories, specialized labor, Service Contract Labor Standards (SCLS), non-SCLS or any combination thereof, at the task order level. The OCO is the authority in establishing what kind of labor is appropriate for each task order requirement.

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

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

15.1 Service Contract Labor Standards

When Service Contract Labor Standards (SCLS) are within the scope of the Master Contract and task order, wage rate requirements shall be implemented in accordance with FAR Subpart 22.10 and other applicable regulatory supplements. The OCO shall identify such work in the task order solicitation and decide as to whether wage determinations are to be applied.

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

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

applicable, the OCO shall incorporate wage determinations subject to wage rate requirements in the task order award.

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

15.2 Non-Service Contract Labor Standards

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

16.0 Re-Representation

16.1 Post Award Small Business Program Rerepresentation

Subject to FAR 52.219-28, Post-Award Small Business Program Rerepresentation (Oct 2022) and its Alternate I, if a contractor represented that it was a small business concern prior to award of a given CLIN under the Master Contract, the Contractor shall rerepresent its size status upon the occurrence of any of the following:

- a. Within 30 days after execution of a novation agreement.
 - b. Within 30 days after a merger or acquisition that does not require a novation.
 - c. Within 60 to 120 days prior to the end of the fifth year of the contract; and
 - d. Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter
- i. Timely rerepresentation of size and socioeconomic status is required prior to the completion of the PACTS III base ordering period and any optional ordering period thereafter. When the rerepresentation identifies a status other than a small business or a contractor no longer has the same small business program status as that which qualified them for their functional category and track award, the option period for the affected contractor will not be exercised in accordance with FAR 52.217-9.

The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the PACTS III Primary NAICS Codes and associated CLIN(s) awarded under the Contractor's Master Contract, without regard to the date upon which its size status changed.

The Contractor shall make the rerepresentation required by this section as follows:

(1) By validating or updating all its representations in the Representations and Certifications section of the SAM at www.sam.gov and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the PACTS III CO in writing within the timeframes specified above that the data has been validated or updated and provide the date of the validation or update.

(2) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to the Master Contract, the Contractor is required to complete the following rerepresentation and submit it to the PACTS III CO in writing, along with the contract number and the date on which the rerepresentation was completed using the format below:

The Contractor represents that it ☐ is, ☐ is not, a small business concern under NAICS code _____ assigned to contract number _____ for CLIN _____.

[Contractor to sign and date and insert authorized signer's name and title.]

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

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

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

For a novation to be considered, the Contractor shall submit a written request to the PACTS III CO and the following elements shall occur:

- a. The company shall first submit a proposal to the PACTS III CO under the most recent solicitation of the Master Contract.
- b. The proposal shall achieve an evaluated numerical score that is equal to or higher than the qualification threshold for the applicable Functional Category(s) included in the solicitation at the time of the original Master Contract awards.
- c. Depending on the status of the contractor's novation, the firm must submit the following documentation:

(i) Where the PACTS III CO is the responsible CO in accordance with FAR 42.1202, the company shall submit a novation agreement with all the required legal elements in accordance with FAR 42.1204(e). The novation agreement shall include the transfer of personnel performing work under the Master Contract and any awarded task orders, as applicable. OR

(ii) Where a CO other than the PACTS III CO is responsible in accordance with FAR 42.1202, the company shall provide a copy of the executed novation agreement to the PACTS III CO along with a signed copy of the Standard Form (SF) 30 that incorporates a summary of the agreement and includes a complete list of the affected contracts.

d. The company shall complete post-award small business re-representation as outlined in paragraph 16.1 of this section.

e. When considering whether to recognize a third party as a successor in interest to the Master Contract, the PACTS III CO shall identify and evaluate any significant organizational conflicts of interest in accordance with FAR subpart 9.5.

(i) If the PACTS III CO determines that a conflict of interest exists, but that it is in the best interest of the Government to approve the novation request, one of the original contracts will be off-ramped through a no-cost contract cancellation in accordance with this contract.

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

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

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

a. Where the PACTS III CO is the responsible CO in accordance with FAR 42.1202, a change-of-name agreement with all the required legal elements in accordance with FAR 42.1205(a) in writing. OR

b. Where a CO other than the PACTS III CO is responsible in accordance with FAR 42.1202, a copy of the executed change-of-name agreement along with a list of all affected contracts.

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

16.3 Post Award Small Business Changes In Size

When a Contractor that previously represented as a small business concern represents as other than a small business concern for any PACTS III Primary NAICS code(s) during rerepresentation, including exceptions where applicable, the CLIN(s) of the Master Contract where the affected Contractor represented as other than a small business concern will be subject to the following:

- a. The Contractor is NOT eligible to respond to task order requests subject to fair opportunity (FAR 16.505(b)(1)).
- b. The Contractor will remain on contract to complete any existing task orders it may have at the time of rerepresentation. Upon completion of all task orders, the Contractor will be off ramped in accordance with the on/off ramping procedures contained herein.

If a subsequent merger or acquisition, with or without novation, triggers a rerepresentation, and the result of the rerepresentation is that the Contractor is deemed to be a small business concern with the same small business program status that qualified the Contractor for the awarded CLINs the Government may require 30 or more calendar days to implement the necessary adjustments.

17.0 Contractor Accounting System

To qualify to perform Labor Hour (LH) or Time and Material (T&M) efforts, the offeror must provide evidence of a labor and material (if T&M) accounting system adequate for the contract type in accordance with FAR 16.104(i). If not, then the offeror will be restricted to Firm-Fixed Price task orders. If a joint venture, teaming arrangement or mentor protégé relationship is performing LH or T&M work and a partner is solely responsible for accounting and billing of all the partnership's effort on this contract, then the responsible partner's accounting system must be adequate.

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

Evidence of an adequate accounting system shall include a written opinion or other statement from the cognizant federal auditor (CFA), the cognizant federal agency official (CFAO), or the offeror or joint venture partner's certified public accountant (CPA) firm. The CPA's opinion shall state that the labor and material (if T&M) accounting system complies with the requirements applicable to labor and material (if T&M) in Defense Contract Audit Agency (DCAA) PRE-AWARD SURVEY OF PROSPECTIVE CONTRACTOR ACCOUNTING SYSTEM (Standard Form 1408).

18.0 Ordering Procedures

All task orders under PACTS III SB must be:

1. Solicited and awarded by an OCO with a Delegation of Procurement Authority
2. Be within the scope of Section C and all other terms and conditions of the PACTS III SB IDIQ.
3. Identify the applicable labor categories in accordance with PACTS III SB

4. Comply with the ordering procedures in FAR Subpart 16.505, Ordering, and other applicable agency specific regulatory supplements.

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

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

18.1 Functional Category Selection

The Functional Categories are organized by functional groupings of related services. OCOs shall select the appropriate Functional Category and associated Product Service Code for task order solicitation based upon the preponderance of work in the requirement being solicited. Additionally, the OCO is required to use the NAICS code assigned to the Functional Category on its task order. While requirements may contain functional elements that overlap multiple NAICS codes, only a single NAICS code may be solicited for any single requirement. Although a representative NAICS code is necessary for solicitation response, that NAICS code does not limit the kind of work that a Contractor may be able to perform within the Functional Category.

18.2 Set-Asides Based on Socio-Economic Group

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

18.3 Fair Opportunity

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

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

18.4 Task Order Protests

In accordance with FAR 16.505(a)(10), no protest under FAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of a task order under this contract, except for:

- (a) A protest on the grounds that the task order increases the scope, period, or maximum value of the contract, or

(b) For agencies other than the Coast Guard, a protests of task orders in excess of \$10 million may only be filed with the TO CO or the General Accountability Office (GAO), in accordance with the procedures at FAR 33.1.

i. For Coast Guard, a protest of an order valued in excess of \$25 million.

18.5 Ordering Via Use of Government-Wide Purchase Cards

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

19.0 Invoicing Procedures

19.1 Minimum Guarantee Instructions

The contractor shall submit an invoice to XX with copies sent concurrently to the PACTS III CO and PACTS III COR.

20.0 Cancellation

20.1 Government's Unilateral Right to Cancellation:

The Government reserves the right to cancel individual contracts by unilateral modification. Part III, paragraph 11.0 outlines certain conditions in which the Government may off-ramp a contractor from PACTS III. If the Government determines one of the conditions for off ramping exists, the Government may initiate a no-cost cancellation, with the exception of the payment of the minimum guarantee, due only if the Contractor has not received task order awards in excess of that amount. All active task orders may continue through the remainder of their awarded task order period of performance, including the base and all options.

20.2 Contractor's Right to Request Cancellation:

The Contractor may cancel their contract by giving the government a 30-day written notice. The Contractor shall be obligated to ensure compliance with all reporting requirements for their entire period of performance even if their contract is no longer active. All active task orders may continue through the remainder of their awarded task order period of performance, including the base and all options.

21.0 Minimum Contract Sales Requirements

PACTS III Contractors are expected to meet the minimum contract sales requirement prior to the end of the base year of the Master Contract period of performance. The minimum contract sales requirement is \$250,000 in awarded task order value for each contract. If the Contractor does not meet the minimum contract sales requirement by the end of the base year of the Master Contract period of performance, the Government will off ramp the contractor in accordance with Part III, paragraph 11.0.

22.0 No Bid Report

The Contractor shall provide a no bid report on a quarterly basis. The report shall include all data required as represented within the No Bid Report template form provided as Attachment 7 no later than the 15th of the

month following the quarter being reported on. The report shall be submitted via e-mail to the IDIQ contract CO and IDIQ contract COR via the TBD mailbox. The subject line of the email shall be annotated with – No Bid Report (Quarter/Year).

Each quarterly reporting period is defined as follows:

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

PART IV – ATTACHMENTS

MASTER CONTRACT ATTACHMENTS

- 1) Statement of Work dated XXX
- 2) Ordering Procedures dated XXX (Not included in Draft RFP)
- 3) DHS Labor Category Pricing (Not included in Draft RFP)
- 4) Contractor Labor Category Pricing
- 5) Labor Categories and Qualifications
- 6) Transactional Data Report (TDR)
- 7) No-Bid Report
- 8) Self-Scoring Sheet – Functional Category 1
- 9) Self-Scoring Sheet – Functional Category 2
- 10) Self-Scoring Sheet – Functional Category 3
- 11) Functional Categories_Corresponding_NAICS_PSC

REQUEST FOR PROPOSAL ATTACHMENTS

(Will be removed after award)

- 12) Proposal Compliance Checklist
- 13) Self-Scoring Sheet Instructions
- 14) Qualifying Projects Examples
- 15) FPDS-NG Sample
- 16) Project Verification Form
- 17) Solicitation Question and Answer Form
- 18) Volume I Cover Sheet

PART V – SOLICITATION PROVISIONS, INSTRUCTIONS & EVALUATION

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

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

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

(End of provision)

FAR	TITLE	DATE
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sep 2007
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	Jan 2017
52.204-6	Unique Entity Identifier	Oct 2016
52.204-7	System for Award Management	Oct 2018
52.204-16	Commercial and Government Entity Code Reporting	Aug 2020
52.204-17	Ownership or Control of Offeror	Aug 2020
52.207-6	Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts).	Dec 2022
52.212-1	Instructions to Offerors—Commercial Products and Commercial Services	Nov 2021

Addendum to FAR 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (Nov 2021)

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1.0 PACTS III Structure and Objectives

1.1 Structure and Objectives

The following instructions are for the preparation and submission of proposals. The purpose of this section is to establish requirements for the format and content of proposals so proposals contain all essential information and offers can be evaluated equitably.

Under PACTS III, interested small businesses will be able to submit one (1) proposal from each Offeror for each Functional Category. One proposal constitutes, one or a set of self-scoring sheets including claims from one of the following: an individual business, a Joint Venture, a Teaming Arrangement or Mentor Protégé. If the Offeror elects to be considered for more than one of the four (4) socioeconomic tracks, the same one (1) proposal will be used and evaluated only amongst the other Offerors within the respective socioeconomic tracks.

The PACTS III Multiple Award IDIQ (MA-IDIQ) may consist of four (4) separate and distinct MA-IDIQ contracts designated under the following small business set-aside programs for each of the three (3) functional categories: FC1, Administrative Management and General Management Consulting Service; FC2, Office Administrative Services and FC3, Engineering Services. Each FC has a primary NAICS code assigned respectively, FC1, 541611; FC2, 561110 and FC3, 541330. The government reserves the right to not award contracts under any of the small business set-aside programs if it is in the best interest of the DHS.

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

The Department of Homeland Security (DHS) anticipates making several awards within each FC and small business socioeconomic track to ensure beneficial competition occurs at the task order level while maximizing the effectiveness and efficiency of PACTS III. Proposal submission and evaluation details are further provided within this solicitation.

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

See Table on Following Page

Table 1. Functional Category 1 Small Business Strategy

Functional Category 1	Administrative Management and General Management Consulting Service			
Description	Management support (Financial planning, records management, office planning, strategic/organizational planning, management advisory services, general management consultants); Professional Support Services (Web design, database design, graphic design, printing services); and Program Management			
Primary NAICS Code	541611			
SB Size Standard	\$24.5M			
Track	SDVOSB	WOSB	HUBZone	8(a)
FAR Reference	FAR 19.14	FAR 19.15	FAR 19.13	FAR 19.8

Table 2. Functional Category 2 Small Business Strategy

Functional Category 2	Office Administrative Services			
Description	Word Processing/Typing, Paper Shredding, Transcription, Stenographic; Contract/Procurement/Acquisition Support; Court Reporting; Mailing/Distribution, Courier/Messenger; Communications and Interpreting			
Primary NAICS Code	561110			
SB Size Standard	\$12.5M			
Track	SDVOSB	WOSB	HUBZone	8(a)
FAR Reference	FAR 19.14	FAR 19.15	FAR 19.13	FAR 19.8

Table 3. Functional Category 3 Small Business Strategy

Functional Category 3	Engineering Services			
Description	Program Management Support (Pre-Ponderance of work is Engineering); Program Evaluation/Review/Development, and Operations Research/Quantitative Analysis; Environmental Management; Systems Engineering and Training; Mechanical Engineering Services; and Technical Writing			
Primary NAICS Code	541330			
SB Size Standard	\$25.5M			
Track	SDVOSB	WOSB	HUBZone	8(a)
FAR Reference	FAR 19.14	FAR 19.15	FAR 19.13	FAR 19.8

1.2 Approach

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

The Government anticipates award in August 2024. The maximum ordering period for PACTS III is ten (10) years. The ordering period is defined as the time that tasks orders can be issued under this contract. The ordering period is broken out as follows: a three (3)-year base, plus three (3), two (2)-year options and one (1), one(1)-year option, if exercised. The performance period of a task order shall not extend more than one (1) year beyond the 10-year limit. For example, if the ordering period

for the IDIQ ends on August 10, 2034 (10-years after the award of the IDIQ) and a task order is issued on August 10, 2034, all services, including options shall be rendered by August 9, 2035.

In accordance with FAR 52.216-19, the stated “minimum order amount” of \$1.00, but no more than **\$TBD.00**, will be obligated via orders issued after announcement of successful Offerors. Offerors must receive a basic contract award to be eligible to receive a task order award. The aggregate ceiling of PACTS III is \$5.6B.

1.3 Proposal Preparation Instructions

This section of the Instruction to Offerors (ITO) provides general guidance for preparing proposals, as well as specific instructions on the format and content of the proposal. Offerors are required to submit one proposal with sufficient information concerning all factors to enable Government personnel to fully ascertain the Offeror’s capabilities to perform the requirements. The Offeror’s proposal must include all data and information requested by the ITO and must be submitted in accordance with these instructions. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors. Alternate proposals are not acceptable. Non-conformance with the instructions provided in the ITO may result in a grossly deficient proposal evaluation and may render the proposal unawardable. Although not mandatory, Offerors are highly encouraged to use the Proposal Compliance Checklist, Attachment 12 as a guide to prepare its proposals.

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

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

The proposal acceptance period is 365 calendars days from the date the proposal is submitted. The Offeror shall make a clear statement in Volume I, Executive Summary of the proposal that the proposal is valid for **365 calendars days** from the date the proposal is submitted. If the offeror would like the DHS to consider it for future on-ramping, the offeror shall extend the validity period of its proposal to **the end of the period of performance of the PACTS III IDIQ** (See On/Off-Ramping in RFP 70SBUR23R00000016, Part III, Paragraph 11.0 for more details)

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

Based on market research, the DHS anticipates the highest technically rated offerors to propose the number of points identified in the ranges below for each FC and track. The offerors are encouraged to populate the self-scoring sheet on their own to assess its possibility to win and determine if it wants to submit a proposal for PACTS III.

Table 4. Market Research Results

Functional Category (FC)	Range of Points Anticipated			
	SDVOSB	WOSB	HUBZone	8(a)
FC1	Ex. 150 - 200	TBD	TBD	TBD
FC2	TBD	TBD	TBD	TBD
FC3	TBD	TBD	TBD	TBD

2.0 General Information

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

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

PACTSIII@uscis.dhs.gov

**Note that this is only for questions. Email addresses for proposal submission are identified below*

If requests are made to any other email address other than the one provided below or to an individual other than the Contracting Officer, the DHS reserves the right to not provide a response.

2.1.1 Questions

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

All questions or concerns regarding any aspect of this **draft** solicitation shall be submitted electronically and received by the above e-mail address no later than **5:00 pm Eastern Time on March 21, 2023.**

The subject line of the e-mail shall contain the following: "Solicitation 70SBUR23R00000016 - Questions." Offerors shall clearly identify the specific section of the solicitation to which each question relates when submitting questions. Reference shall be made to the solicitation section heading, pdf. page number of the solicitation, specific location on the page (e.g. paragraph 2.3) in order to facilitate the Government's response to each question. **Questions shall be submitted on the Solicitation Question and Answer Form, Attachment 17.**

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

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

2.2 Debriefings

The CO will notify unsuccessful Offerors of the source selection decision in accordance with FAR 15.506. Offerors desiring a debriefing must make their request in accordance with the requirements of FAR 15.506. Upon such notification, unsuccessful Offerors may request a debriefing within three calendar days after being notified. Upon receipt of this request, the government will provide a debriefing within five (5) calendar days, to the extent it is able.

2.3 Discrepancies

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

2.4 Electronic Reference Documents

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

2.5 Organization/Number of Copies/Page Limits

The Offeror shall prepare the electronic proposal as set forth in the Proposal Organization Table below. The titles and contents of the volumes shall be as defined in this table, all of which shall be within the required page limits as specified in the table. The contents of each proposal volume are described in the ITO paragraph as noted in the following table. The documents stated in the table shall be included in each of the respective volumes as described in this section. The offeror shall review the applicable paragraphs within this section as there may be documents required in addition to those listed in the table below.

Table 5. Proposal Organization

Volume	Title	ITO Para. No.	Page Limit	Documents
I	Executive Summary	3.1	5	Vol. I Cover Sheet, Atch. 18
II	Technical Acceptability			
	Self-Scoring Sheet(s)	4.0	Unlimited	Self-Scoring Sheet(s), Atch. 8-10
	Experience Verification	4.3	Unlimited	Experience Verification Documents
	Accounting System Verification	4.4	5	Accounting System Verification Documents
	Facility Clearance Verification	4.5	5	Facility Clearance Verification Documents
III	Labor Category Pricing	5.0	1	Contractor's Labor Category Pricing, Atch. 4
IV	Contract Documentation	6.0	Unlimited	SF 1449, Completed Clauses/Provisions

2.5.1 Page Limitations

Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal. Offerors will be notified of any excess page count. Each page shall be counted, except as indicated in the paragraphs below.

2.5.2 Classified Information

No classified information is required or permitted in the Offeror's response to this solicitation.

2.5.3 Indexing

Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tables of content do not count against the page limitations for the Offeror's respective volumes.

2.5.4 Glossary of Abbreviations and Acronyms

Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for the Offeror's respective volumes.

2.5.5 Marking

The first page of all volumes shall include the following legend at the bottom of each page:

“SOURCE SELECTION INFORMATION - SEE FAR 2.101 and FAR 3.104

This document contains source selection information related to the conduct of a Federal agency procurement, the disclosure of which is restricted by Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 424). The Unauthorized disclosure of such information may subject both the disclosure and recipient of the information to contractual, civil, and/or criminal penalties as provided by law”.

Each page, thereafter, shall include the following legend at the bottom of each page:

“SOURCE SELECTION INFORMATION - SEE FAR 2.101 and FAR 3.104”

2.5.6 Page Size and Format

Page size shall be 8.5 x 11 inches and the text size shall be no less than 12-point Times New Roman font. Any deviation from this requirement will result in a proposal that is ineligible for award.

2.5.7 Proposal Submission

This is an electronic only submission. No hard copies of proposals will be accepted. All offers are required to be submitted to the following email addresses based on the functional category(ies) it would like to be considered for.

Functional Category 1: Offers shall be submitted to email address: FC1_PACTSIII@uscis.dhs.gov

Functional Category 2: Offers shall be submitted to email address: FC2_PACTSIII@uscis.dhs.gov

Functional Category 3: Offers shall be submitted to email address: FC3_PACTSIII@uscis.dhs.gov

In the event an offer is sent to an email address other than what is stated above, the offer will not be considered.

The electronic copies of the proposal shall be submitted in a format readable by Microsoft (MS) Office 2010 or later or in Adobe Acrobat 9.0 or later. Do NOT submit any documents in PDF format that are copied as “images.” When creating PDF files always submit with textual search and copy functions enabled.

RFP 70SBUR23R00000016, Self-Scoring Sheets, Attachments 8-10, shall be submitted in workable Excel format. The Offeror shall populate only applicable cells of the spreadsheet as outlined in the Self-Scoring Sheet Instructions, Attachment 13. If the Offeror adjusts or manipulates the Self-Scoring sheets in any way other than what is stated in the Self-Scoring Sheet Instructions, Attachment 13, the Offeror’s proposal will be deemed grossly deficient and will render the proposal unawardable.

The following file-naming convention shall be used for the proposal volumes.

Table 6. Proposal Naming Conventions

Volume	Title	Naming Convention
I	Executive Summary	<UEI>_FCXX_Volume I
II	Technical Acceptability	
	Self-Scoring Sheet(s)	<UEI>_FCXX_Volume II
	Experience Verification	<UEI>_FCXX_Volume II_Experience
	Accounting System Verification	<UEI>_FCXX_Volume II_Accounting
	Facility Clearance Verification	<UEI>_FCXX_Volume II_Clearance
III	Labor Category Pricing	<UEI>_FCXX_Volume III
IV	Contract Documentation	<UEI>_FCXX_Volume IV

2.5.8 Deadlines

All PACTS III proposal volumes must be received by **TBD**. In accordance with FAR 52.212-1(f), a late proposal is one that does not appear in one of the email boxes listed in paragraph 2.5.7 above by **TBD**.

3.0 Volume I – Executive Summary

3.1 Content

A compliant proposal shall include a completed Volume I Cover Sheet, Attachment 18 in Volume I in workable excel format. A completed Volume I Cover Sheet shall include documenting all the information being request in paragraphs (a) – (j) below in the appropriate space designated on the Volume I Cover Sheet, Attachment 18. In addition to the completed Volume I Cover Sheet, the Offeror shall also include information required by paragraphs (k) and (l) within Volume I, if applicable.

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

(b) Solicitation number;

- (c) Date of Submission;
- (d) Identify which functional category the specific proposal is in response to;
- (e) Identify which small business socioeconomic track(s) the offeror's proposal is being submitted for within the aforementioned functional category;

Note: Pursuant FAR 19.301-1, an offeror is required to represent in good faith that it meets the small business size standard corresponding to the North American Industry Classification System (NAICS) code identified in the table below.

**Table 7. Small Business Size Standards
For Associated NAICS codes**

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

- (f) Offeror's proposal validity period per RFP 70SBUR23R00000016, 52.212-1 Addendum, paragraph 1.3;
- (g) Terms of any express warranty;
- (h) Prompt payment terms;
- (i) Name, title, and signature of person authorized to sign the proposal;
- (j) Assumptions
The offeror shall indicate if any assumptions have been made, conditions have been stipulated or exceptions have been taken with the solicitation as written. If assumptions are not noted in this Volume of the proposal, it will be assumed that the Offeror's proposal reflects no assumptions for award and that the Offeror agrees to comply with all of the terms and conditions set forth herein. It is not the responsibility of the Government to seek out and identify assumptions, conditions, or exceptions buried within the Offeror's submission. Accordingly, any assumptions listed in any other Volume or section will not be considered.

The Offeror is advised that any exception taken to the terms and conditions of the solicitation may adversely impact its evaluation rating. Exchanges with offerors concerning assumptions shall not be considered discussions within the meaning of the FAR. Any assumptions that are considered unacceptable by the Government and cannot be resolved will result in the Offeror being removed from consideration.
- (k) A one-page diagram depicting the corporate members of your team (e.g., prime/first-tier subcontractor; members of JV, teaming and/or mentor protégé arrangement), their business size, and

their roles in the teaming relationship. Note: FAR 52.207-6 is applicable to this solicitation; therefore, small business teaming arrangements are the only types acceptable;

(l) If the offeror has or envisions a potential Organization Conflict of Interest in performing the work, the offeror shall identify this in the proposal and, if appropriate, provide a mitigation strategy. Offerors found to have an apparent or actual conflict of interest for which no acceptable mitigation strategy is possible will be removed from further consideration.

(m) Information Required from 8(a) Offerors

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

1. Servicing SBA Field Office
2. Address
3. Cognizant SBA Business Opportunity Specialist's Name
4. Phone and Email Address

4.0 Volume II – Technical

4.1. General

Volume II consists of the applicable Self-Scoring Sheet(s), Attachment(s) 8-10, which includes three subfactors: Experience, Adequate Accounting System and Facility Clearance. Additionally, this volume shall include all the documentation required to verify all claims stated in the Self-Scoring Sheet(s), Attachment(s) 8-10.

The Technical Volume should be specific and complete. Legibility, clarity, brevity, and coherence are important. Your proposal will be evaluated against the Technical Factors as defined in 52.212-2, Evaluation—Commercial Products and Commercial Services and its addendum. All the requirements specified in the solicitation are mandatory. By your proposal submission, you are representing that your firm can perform services that are like that to which you are claiming, and all the requirements specified in the solicitation.

4.2. Self-Scoring Sheet

A compliant proposal shall include a completed Self-Scoring Sheet(s), Attachment(s) 8-10 for each functional category the offeror is proposing for in workable excel format. A completed Self-Scoring Sheet shall include documenting all the required fields listed in Attachment(s) 8-10, in the appropriate space designated on the Self-Scoring Sheet(s) for all the subfactors the Offeror would like to and is able to claim based on the requirements below. Only the information contained within the Self-Scoring Sheet(s) will be considered in the evaluation; therefore, the Offeror must include all the information it would like the DHS to consider.

No alterations shall be made to the format of the Self-Scoring Sheet(s) except where directed to per the Self-Scoring Sheet Instructions, Attachment 13. If any alterations other than those stated in the Instructions are made, the Offeror's proposal will be removed from consideration.

The total amount of points an offeror receives is shown in cell B1 of the first, main sheet of the applicable Self-Scoring Sheet(s). This total automatically aggregates the points from all subfactors, to include any projects the offeror claims beyond ten (10). Each claim included in the total amount of points in cell B1 will be verified by the DHS only if the offeror is ranked as one of the highest technically rated offerors. Although an offeror claims a credit, it is not until the credit is verified that the offeror is guaranteed the points associated with the claim. All offerors are required to provide the documentation needed to verify these claims; however, the DHS will only review and verify the accuracy of this documentation for those offerors it deems as the highest technically rated offerors.

There is no limitation to the number of qualifying projects an offeror can claim under the Experience subfactor for each Functional Category. For each project that qualifies by meeting the criteria identified in paragraph 4.3.1 of this solicitation, the offeror will receive the set number of points that corresponds to each of the projects it is claiming. Unlike the Experience subfactor, the number of points an offeror can receive for the Adequate Accounting System and Facility Clearance subfactors is limited. An offeror may only receive the number of points that corresponds to each subfactor one-time for each functional category. For the Facility Clearance, the offeror shall only receive the set of points that correspond to having a "Secret" or "Top Secret" facility clearance. The offeror does not receive points for both "Secret" and "Top Secret" if it has a "Top Secret". As a reminder, the offeror does not officially receive the points it is claiming until the DHS verifies them using the means identified in this solicitation.

The points system was developed for each functional category by using historical actuals. This data was then used to project the DHS's future need. The total number of anticipated orders for PACTS III was derived from the data and then points were proportioned based upon the number of orders that had the characteristics that the DHS would benefit from. For example, under Functional Category 1, based on historical actuals 38% of the orders ranged between \$50,000.01 and \$1M. The DHS projects it will issue approximately 196 orders over the entire ten-year period of performance of PACTS III. Therefore, each offeror will receive 74 points, after the DHS verifies it, for each qualifying project since 38% of 196 equates to 74. Below is an illustration on how the point system was developed for each functional category.

See Table on Following Page

Table 8. Self-Scoring Sheet(s) Point System

Experience <i>(Obligated Dollar Ranges)</i>	Functional Category 1		Functional Category 2		Functional Category 3	
	Proportion of TOs Issued	Points	Proportion of TOs Issued	Points	Proportion of TOs Issued	Points
>\$10,000<\$50K			9%	14	5%	40
>\$50,000.01<\$1M	38%	74	53%	84	34%	270
>\$1,000,000.01<\$5M	42%	82	23%	36	38%	298
>\$5,000,000.01<\$25M	16%	32	6%	10	19%	152
>\$25,000,000.01<\$50M	3%	6	4%	6	2%	18
>\$50,000,000.01	1%	2	5%	8	1%	8
Adequate Accounting System						
T&M/LH Orders	20%	40	20%	32	20%	157
Facility Clearance						
Secret	10%	20	10%	16	10%	79
Top Secret	10%	20	10%	16	10%	79
Number of Total Orders Projected:		196		158		786

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

4.3 Experience (Subfactor 1.1)

Offerors shall document all the projects it would like to claim points for in the Self-Scoring Sheet as instructed in Self-Scoring Sheet Instructions, Attachment 13 and provide it with its proposal submission. The offeror shall also provide the documentation required in paragraph 4.3.2 for each project it is claiming points for with its proposal submission. All projects must qualify and be verifiable based on the following information for the offeror to receive credit.

4.3.1 Qualifications

For a project to qualify as Experience it must meet the definitions of relevant and recent as stated below. See Qualifying Projects Examples, Attachment 14 for examples.

4.3.1.1 Project Relevancy

A project is **RELEVANT** when-

- (a) The service(s) the offeror performed for the project are similar to the services outlined in the Statement of Work (SOW), Attachment 1 pertaining to the functional category the offeror is submitting its offer for;
- (b) The total amount of funds that have been obligated for the project being claimed falls within the range stated in the Self-Scoring Sheet where the project is being claimed;
- (i) The total amount of funds that have been obligated for federal projects is determined based on the Conformed Contract Award Document or the Original Contract Award Document and

associated modifications and the “Base And Exercised Options Value” portion of the FPDS-NG report or the Project Verification Form as stated in 52.212-2 Addendum, paragraph 3.2.2.1.1. The total amount of funds that have been obligated for non-federal prime and first-tier subcontractor projects are determined based on the obligated contract value listed in the Conformed Contract Award Document or Original Contract Award Document and associated modifications, the Project Verification Form, and the Contract Documentation as stated in 52.212-2 Addendum, paragraph 3.2.2.1.2.

(c) It is not being claimed more than once for each Functional Category;

(d) The offeror has provided at least six (6) consecutive months of performance by the date proposals are due;

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

(f) The offeror is providing a proposal as a Joint Venture (JV), Teaming Arrangement or SBA Mentor-Protégé Arrangement, and the project for each Functional Category is from the JV, Teaming Arrangement or SBA Mentor-Protégé Arrangement itself or a member of the JV, Teaming Arrangement or SBA Mentor-Protégé Arrangement.

4.3.1.2 Project Recency

A project is **RECENT** when-

(a) The performance has occurred within two years (730 calendar days) since issuance of this solicitation.

4.3.2 Verification

In order for an Offeror to receive points for each project submitted under the Experience subfactor, the offeror must submit the following documentation for **each** project the offeror is claiming on the Self-Scoring sheet(s), Attachment(s) 8-10, as applicable.

4.3.2.1 Verification of Project Experience Submission (Federal Government Contracts)

This verification method should be used when submitting project experience under Federal Government Contracts. Unless authorized by the Contracting Officer, only the documents identified below will be allowable to verify the project experience the offeror is claiming. The offeror shall only provide a copy of the PWS or Statement of Work (SOW) if the conditions in paragraph 4.3.2.1(c) apply. If these conditions do not apply, then only submit the FPDS-NG report and the signed copy of the Conformed Contract Award Document or Original Contract Award Document and associated modifications.

(a) Signed copy of **Conformed Contract Award Document or Original Contract Award Document and associated modifications**, which may include the following:

- SF1449 – Solicitation/Contract/Order for Commercial Items – (Block 17a identifies the Prime Contractor, Block 9 identifies the U.S. Federal Government Agency, Block 3 identifies the Award/Effective Date, and Block 31c. identifies the date the CO signed).
- SF26 – Award/Contract – (Block 7 identifies the Prime Contractor, Block 5 identifies the U.S. Federal Government Agency, Block 3 identifies the Effective date, and Block 20C identifies the date the CO signed).
- SF33 – Solicitation, Offer and Award – (Block 15A identifies the Prime Contractor, Block 7 identifies the U.S. Federal Government Agency, and Block 28 identifies the date the CO awarded/signed).
- Department of Defense (DD) 1155 – Order for Supplies or Services (Block 9 identifies the Prime Contractor, Block 6 identifies the U.S. Federal Government Agency, Block 3 identifies the date of Order, and Block 24 identifies the CO signature).
- Optional Form 307 – Contract Award (Block 7 identifies the Prime Contractor, Block 5 identifies the U.S. Federal Government Agency, Block 2 identifies the Effective date, and Block 15C identifies the date the CO signed).
- GSA Form 300 – Order for Supplies and Services (Block 6 identifies the Prime Contractor, Block 10 identifies the U.S. Federal Government Agency, Block 1 identifies the Date of Order, and Block 26C identifies the date the CO signed).
- Other Official Government Award Form not identified above (Must explicitly identify the Contractor, Government Agency, Order Number, Dollar Value, Contract Type, and the date the CO awarded/signed).

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

(ii) If the original contract award document annotates the NAICS and/or PSC, the offeror shall highlight its location within the award document. These codes shall be the same as the primary NAICS code associated with the Functional Category the offeror is proposing to, the FPDS-NG report or the Project Verification Form.

(b) Submit a FPDS-NG Report that provides verification of **all elements** identified in 52.212-2, Addendum, paragraph 3.2.2.1.1. (See FPDS-NG Sample, Attachment 15 for a sample FPDS-NG Report and an example of which fields will be used to verify the elements). When multiple FPDS-NG Reports are available, the most recent report must be submitted as well as any previous reports necessary for verification of elements; **OR**

(c) If the FPDS-NG Report is not available or the FPDS-NG Report does not substantiate **all elements** identified in 52.212-2, Addendum, paragraph 3.2.2.1.1 (e.g., an Offeror claims a different NAICS code than the NAICS code assigned in FPDS-NG), the following verification documents must be included:

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

(ii) Project Verification Form (Attachment 16) **signed by a CO with cognizance over the submitted project and a representative of the Offeror**. The Project Verification Form must include the CO's direct telephone number and direct email address. NOTE: If signatures are not provided by the appropriate parties as indicated throughout this addendum, evaluation credit shall not be earned.

If the cognizant Contracting Officer's signature is unattainable, the Government will accept the signature of the Contracting Officer's Representative (COR) or other Government Employee with cognizance over the submitted project. The Project Verification Form must include both cognizant CO's and verifying government employee's direct telephone numbers and email addresses.

(iii) **Copy of Contract PWS or SOW** - The SOW or PWS, from the contract that describes the general scope, nature, complexity, and purpose of the services the customer acquired under the contract. Additionally, the Offeror must tag those specific written passages in the PWS or SOW that support a relevance determination in the proposed Functional Category. If a Statement of Objectives (SOO) clearly indicates the NAICS being claimed, the SOO may be submitted. If the SOO is not clear, then the contractor-generated SOW or PWS must be submitted along with the SOO.

4.3.2.2 Verification of Project Experience Submission (Non-Federal Contracts and all First-Tier Subcontracts)

This verification method should be used when submitting project experience under non-Federal Government Contracts and for all first-tier subcontracts, even if the subcontract was to a Prime Contractor performing a federal government contract. **All** the documents listed below shall be submitted for **each** Non-Federal Contracts and all First-Tier Subcontracts project the Offeror claims. Unless authorized by the CO, only the documents identified below will be allowable to verify the project experience the offeror is claiming.

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

(b) **Project Verification Form** (Attachment 16) **signed by a Corporate Officer/Official of the commercial entity with cognizance over the submitted project and a representative of the Offeror**. The Project Verification Form must include the Corporate Officer/Official's direct telephone number and direct email address. NOTE: If signatures are not provided by the appropriate parties as indicated throughout this addendum, evaluation credit shall not be earned.

(c) **Contract Documentation** that describes the general scope, nature, complexity, and purpose of the services the customer acquired under the contract. Additionally, the Offeror must provide an index to those specific written passages in the contract clearly indicating experience within the proposed Functional Category.

4.4 Adequate Accounting System (Subfactor 1.2)

Offerors shall document whether it would like to claim points for having an adequate accounting system in the Self-Scoring Sheet as instructed in Self-Scoring Sheet Instructions, Attachment 13 and provide it with its proposal submission. The offeror shall also provide the documentation required in paragraph 4.4.2 of this section with its proposal submission. All claims of having an adequate accounting system must qualify and be verifiable based on the following information for the offeror to receive credit.

4.4.1 Qualification

For an offeror to claim points for the Adequate Accounting System subfactor, the offeror's accounting system must meet the definition of adequate. If the Offeror is a Joint Venture, Teaming Arrangement or Mentor Protégé the accounting system of the member that will bill the Government for all task orders must meet the definition of adequate.

An offeror has an adequate accounting system when it complies with the requirements applicable to the contract type(s), Time and Material and/or Labor Hour in the Defense Contract Audit Agency (DCAA) Pre-Award Survey of Prospective Contractor Accounting System (Standard Form 1408) as of the date of offeror submits its proposal and it can be verified using the means identified in 4.4.2 of this section below. NOTE: If an Offeror's accounting system is pending compliance as of the date the offeror submits its proposal, it will not be accepted.

4.4.2 Verification

If the offeror is claiming credit for having an Adequate Accounting System on the Self-Scoring Sheet, it must provide the following evidence with its proposal.

Evidence of an adequate accounting system for all offerors shall include a written opinion or other statement from the cognizant federal auditor (CFA), the cognizant federal agency official (CFAO), or the offeror or joint venture partner's CPA firm. The CPA's opinion shall state that the accounting system complies with the requirements applicable to the contract type in Defense Contract Audit Agency (DCAA) Pre-Award Survey of Prospective Contractor Accounting System (Standard Form 1408).

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

4.5 Facility Clearance (Subfactor 1.3)

Offerors shall document whether it would like to claim points for having either a Secret or Top-Secret facility clearance in the Self-Scoring Sheet as instructed in Self-Scoring Sheet Instructions, Attachment 13 and provide it with its proposal submission. The offeror shall also provide the documentation required in paragraph 4.5.2 of this section with its proposal submission. All claims of

having either a Secret or Top-Secret facility clearance must qualify and be verifiable based on the following information for the offeror to receive credit.

4.5.1 Qualification

For an offeror to claim points for either the Secret or Top-Secret Facility Clearance subfactor, the offeror's facility clearance must meet the definition of an acceptable facility clearance below.

The definition of an acceptable facility clearance is one that is active at the time the offeror submits its proposal. An active facility clearance is one that an offeror would be able to use, upon immediate notification, if necessary and can be verified using the means identified in 4.5.2 of this section below. NOTE: If an Offeror's facility clearance is pending approval as of the date the offeror submits its proposal, it will not be accepted.

4.5.2 Verification

If the offeror is claiming credit for under the Facility Clearance subfactor on the Self-Scoring Sheet, it must provide documentation asserting that the prime offeror has the level of clearance it is claiming. This shall be either a Secret or Top-Secret clearance only. The documentation shall include the name of the Facility Security Officer, legal entity, address and the offeror's cage code associated with the facility clearance for the prime offeror. If the offeror is part of a joint venture, then per CFR 121.103(h)(4), the Government will accept facility clearance information from either the joint venture itself or the individual partner(s) to the joint venture that will perform the necessary security work has (have) a facility security clearance.

5.0 Volume III – Labor Category Pricing

5.1 Labor Category Price Proposal

The Offeror shall provide a completed Contractor Labor Category Pricing, Attachment 4 and include it in Volume III of its proposal. Attachment 4 shall be submitted in Excel, unlocked, formulas included, and not as a .pdf. A completed Contractor Labor Category Pricing, Attachment 4 is defined as one that is populated based on the following instructions:

- The offeror provided the required information in the Contractor Labor Category Pricing, Attachment 4 in the format provided and as a workable Excel spreadsheet;
- Enter the Offeror's Name in Row 1, Column A;
- Enter the Offeror's Unique Entity ID in Row 2, Column A;
- The offeror shall complete the cells in Column B that are highlighted in yellow with its best price.
- The offeror made no alterations or modifications to the Contractor Labor Category Pricing, Attachment 4 format in any way other than populating the areas identified above.

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

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

The fully burdened ceiling rates shall include all direct labor and indirect costs applicable to that labor category (such as fringe benefits, overhead, and G&A), and profit. The Offeror should propose its base rates considering the maximum education and experience requirements for each labor category identified in the Labor Categories and Qualifications, Attachment 5. Additionally, the offeror shall consider the employee working in the highest cost location, highest performance at a government or Contractor site and the types of orders that will pose the most risk to it. These rates shall be based on a full-time equivalent employee and are only applicable to work performed within the 50 States and US territories.

Once the offeror populates the cells in Column B based on the instructions provided above, Columns C through L will auto-populate with fully burdened ceiling rates for all the options years. These rates are based on an annual escalation factor of 3.0% beginning with the first option period. This escalation factor will be used by all offerors and cannot be changed. If an offeror proposes an escalation rate that is different than the mandatory 3% it will not be accepted. The applied factor is based on historical inflation factors and market conditions. The applied escalation factor will be revisited prior to the exercise of each option period. The established ceiling rates in the awarded contract will only be adjusted upwards to reflect changes in escalation that are greater than the currently applied escalation factor. Conversely, if updates to the Bureau of Labor Statistics (BLS) Employment Cost Index (ECI) escalation are equal to or even fall below the currently applied escalation factor, the ceiling rates will remain unchanged.

The offeror's submission of the completed Labor Category Pricing Template, Attachment 4 constitutes its agreement that it will not propose rates higher than what is included in the attachment for orders during the entire period of performance of PACTS for the respective labor categories. This includes the rates that are auto populated based on the 3% escalation rate.

As the offeror determines its proposed base rate, the Offeror should bear in mind that the Government may choose to award without discussions so that the information submitted with the original proposal may represent the totality of the information that the Government will consider in making its reasonableness determination. Therefore, the offeror is encouraged to provide discounts with its original proposal.

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

6.0 Volume IV – Contract Documentation

6.1 Model Contract/Representations and Certifications

The purpose of this volume is to provide information to the Government for preparing the contract document and supporting file. The Offeror's proposal shall include a digitally signed copy of the Model Contract (Parts I through V). A "wet" signature on a scanned document will not be accepted.

To follow the terms and conditions of this solicitation offerors must submit the following documentation with its proposal:

6.1.1 Part I – Schedule

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

The offeror shall provide all SF(s) 30, Amendment of Solicitation/Modification of Contract with items eight (8) and 15 completed to acknowledge receipt of all solicitation amendments should they exist.

6.1.1.1 Initial/Minimum Order Price (CLIN 0002)

(a) The Offeror shall document its proposed price for the Post Award Conference (PAC) in CLIN 0002 of the SF 1449 and submit it under Volume IV of its proposal. The proposed price will serve as the contract minimum order IAW FAR 52.216-19 Order Limitations. The “minimum order amount” will be obligated via orders issued after announcement of successful Offerors and shall be no less than \$1.00 and no more than **\$TBD.00**.

The Offeror shall demonstrate its compliance with the following parameters regarding the PAC in its proposal.

(1) The PAC shall be held virtually using an electronic communication venue mutually agreeable by both the CO and the vendor.

(2) The number of vendor attendees shall be limited to a maximum of two (2) persons and the PAC duration shall not exceed four (4) hours.

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

(c) Data beyond that required by this instruction shall not be submitted. All data relating to the proposed price, including all required supporting documentation, must be included in Volume IV. Under no circumstances shall this data and documentation be included elsewhere in the proposal.

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

6.1.2 Part II – Contract Clauses

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

6.1.3 Part III – Terms and Conditions

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

6.1.4 Part IV - Contract Documents or Attachments

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

- (a) The offeror shall provide its Volume I Cover Sheet under Volume I of its proposal
- (b) The offeror shall provide its Self-Scoring Sheet(s), Attachments 8-10 and Project Verification Form(s) under Volume II of its proposal.
- (c) The offeror shall provide its Contractor Labor Category Pricing, Attachment 4 under Volume III of its proposal.

6.1.5 Part V - Solicitation Provisions/Instructions/Evaluation

The offeror shall provide all information that is required by the provisions of this solicitation, as applicable under Volume IV of its proposal. Those provisions include, but are not limited to:

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

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

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

FAR PROVISIONS IN FULL TEXT:

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

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

The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

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

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

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

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

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

(End of provision)

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

- (a) Definitions. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).
- (b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.
- (c) Representation. By submission of its offer, the offeror represents that—
 - (1) It is not an inverted domestic corporation; and
 - (2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

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

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
 - (i) The Offeror and/or any of its Principals—
 - (A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have ___ have not ___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);
 - (C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a Governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
 - (D) Have ___, have not ___, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.
 - (1) Federal taxes are considered delinquent if both of the following criteria apply:
 - (i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of

a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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

(2) *Examples.*

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

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

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

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

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

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a

certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

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

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

(End of provision)

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

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

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

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

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

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

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

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

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been

the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—

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

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

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

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

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

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

1. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
2. Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

1. It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
2. It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

FAR 52.212-2 Evaluation—Commercial Products and Commercial Services (Nov 2021)

(a) The DHS will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the DHS, price and other factors considered. The following factors shall be used to evaluate offers:

Factor 1: Technical

Subfactor 1.1: Experience
Subfactor 1.2: Accounting System
Subfactor 1.3: Facility

Factor 2: Price
Subfactor 1.1: Initial/Minimum Order Price
Subfactor 1.2: Labor Category Price

Technical and past performance, when combined, are not applicable.

(b) Options. The DHS 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 shall not obligate the DHS 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 DHS 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.

Addendum to FAR 52.212-2 Evaluation—Commercial Products and Commercial Services (Nov 2021)

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1.0 Basis for Contract Award

1.1 Source Selection Methodology

The source selection process on PACTS III will neither be based on the Lowest Price Technically Acceptable (LPTA) nor Tradeoffs. Within the best value continuum, FAR 15.101 defines best value as using any one or a combination of source selection approaches. For PACTS III, the best value basis for awards will be determined by the Highest Technically Rated Offerors with a Fair and Reasonable Price (HTRO-FRP). The initial/minimum order and not-to-exceed (NTE) labor category

pricing will be evaluated for fairness and reasonableness at the IDIQ level based on the criteria set forth in this solicitation. Competition based on the scope of work for each order will be held at the order level in accordance with FAR Part 16.505 and the ordering procedures. Past performance will not be evaluated as part of this source selection.

The HTRO-FRP approach will best achieve the objective of awarding contracts to Offerors of varying core expertise in a variety of professional services disciplines with qualities that are most important to the DHS and our customers, such as Relevant and Recent Experience, Accounting Systems and Facility Clearances.

The DHS intends to award multiple, IDIQ contracts in support of PACTS III requirements to those responsible SDVOSB, WOSB, HUBZone and 8(a) small business Offerors whose proposals are most advantageous and represent the highest technically rated offeror with fair and reasonable price to the DHS, based on the following evaluation factors:

Factor 1: Technical

Subfactor 1.1: Experience

Subfactor 1.2: Accounting System

Subfactor 1.3: Facility Clearance

Factor 2: Price

Subfactor 1.1: Initial/Minimum Order Price

Subfactor 1.2: NTE Labor Category Price

The DHS intends to make approximately five (5) awards for each socioeconomic track within each Functional Category as described in 52.216-27 of this solicitation. To be considered as a HTRO-FRP Offeror, the proposal must score amongst the highest rated offers received for the track within the Functional Category. The DHS reserves the right to have as many awardees for each track within each Functional Category as it deems appropriate.

The DHS will only accept and evaluate one (1) proposal from each Offeror for each Functional Category. One proposal constitutes, one or a set of self-scoring sheets including claims from one of the following: an individual business, a Joint Venture, a Teaming Arrangement or Mentor Protégé. If the Offeror elects to be considered for more than one of the socioeconomic tracks, the same one (1) proposal will be evaluated only amongst the other Offerors within the respective socioeconomic tracks.

1.2 Highest Technically Rated Offerors with a Fair and Reasonable Price (HTRO-FRP)

The DHS intends to make an award to the HTRO-FRPs. The term “HTRO-FRP” as defined, in no particular order, for this solicitation is an Offeror that meets all the following criteria,

(1) Submits a proposal that conforms to the requirements of the solicitation;

- (2) After the Government has determined the appropriate number of awardees for each respective track, the offeror is amongst the highest ranking based on the total Acceptable score;
- (3) The Offeror submits fair and reasonable prices for the minimum order and all labor categories;
- (4) Is determined to be a responsible source IAW FAR Part 9.

1.3 Competition Notice

During this solicitation, socioeconomic categories are not competing against each other to receive awards. Only businesses within their respective socioeconomic category for each functional category are competing against the other businesses within that category. Therefore, evaluations will be conducted for each track under each functional category. For example, a SDVOSB proposing under Functional Category (FC) 1 is only competing against other SDVOSB businesses for FC 1.

1.4 Number of Contracts to be Awarded

The DHS anticipates awarding the number of contracts as delineated in FAR 52.216-27 of this solicitation. The DHS reserves the right to have as many awardees for each track within each Functional Category as it deems appropriate.

1.5 Solicitation Requirements, Terms and Conditions

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors. Failure to comply with the solicitation requirements will result in the Offeror's being determined ineligible for award. For example, Offerors must clearly identify any exception to the solicitation terms and conditions and must provide complete supporting rationale. The DHS reserves the right to determine any such exceptions unacceptable and the proposal, therefore, ineligible for award.

1.6 Exclusion of Grossly Deficient Proposals

The DHS will exclude a proposal from this competition prior to exchanges without evaluating the proposal against the Evaluation Factors as defined in this section, if an initial assessment of the proposal shows the proposal to be grossly deficient. Grossly deficient proposals are proposals that fail to address essential requirements of the solicitation, fail to furnish information demonstrating compliance with mandatory solicitation requirements set forth in the solicitation, or in some other manner do not represent a reasonable initial effort by the Offeror to satisfy the requirements of the solicitation.

1.7 Discussions

The DHS intends to award a contract without discussions or without the opportunity for proposal revision but reserves the right to conduct discussions if necessary. Therefore, Offerors should submit their best proposals upon initial submission and in the format specified in 52.212-1, Instructions to Offerors – Commercial Products and Commercial Services of this solicitation.

If, during the evaluation period, it is determined to be in the best interest of the DHS to hold discussions, Offeror responses to Evaluation Notices (ENs) and the Final Proposal Revision (FPR) will be considered in making the source selection decision. If the Offeror's proposal has been

evaluated as acceptable at the time discussions are closed, any changes or exceptions in the FPR are subject to evaluation and may introduce risk that the Offeror's proposal be determined unacceptable and ineligible for award. If FPRs are requested, individual pages with updated information may be provided to replace pages in the Offeror's original proposal will be acceptable.

Offerors may be asked to clarify certain aspects of their proposals or to resolve minor or clerical errors. Exchanges conducted to clarify or to resolve minor or clerical errors will not constitute discussions (see FAR 15.306). Exchanges with offerors concerning assumptions shall not be considered discussions within the meaning of the FAR.

1.8 Correction Potential of Proposals

The DHS will consider, throughout the evaluation, the "correction potential" of any deficiency. The judgment of such "correction potential" is within the sole discretion of the DHS. If an aspect of an Offeror's proposal does not meet the DHS's requirements and is not considered correctable, the Offeror will be excluded from the competition.

2.0 Evaluation Process

The DHS will use the following process to evaluate the Offeror's proposals for each tracks under each Functional Category.

The evaluation process will begin by ranking the proposals in order from highest total claimed score to lowest total claimed score.

The DHS will determine how many awards is appropriate for each track for each Functional Category based on the number and ranking of proposals received. The estimate is five (5); however, this is subject to change as the decision to determine how many awards will be made for each track within each Functional Category is the sole discretion of the DHS.

Hereafter, the highest scoring proposals, will each be referred to as a Preliminary Qualifying Proposal (PQP).

The evaluation team will then verify the PQPs have met all the Acceptability Review requirements outlined in paragraph 3.1 of the section.

Any PQP that fails the Acceptability Review will be removed from consideration for award and notified, in writing, as soon as practicable. The next highest rated proposal(s) (based upon claimed score) that passes the Acceptability Review will replace the eliminated proposal as a PQP. Only PQPs that pass all the criteria in the Acceptability Review in accordance with paragraph 3.1 of this section will be considered acceptable.

Following the Acceptability Review screening, the evaluation team will then evaluate and verify all PQPs supporting documentation for all factors and subfactors to include each project within the Experience subfactor as described in subparagraphs 3.2 below.

In the event a claimed evaluation element within each factor is unsubstantiated or otherwise not given credit for, the Offeror's preliminary score will have the point value of the refuted evaluation element

deducted and the proposal will be re-sorted based upon the revised score. If the proposal remains a PQP, the evaluation of the proposal will continue. If the proposal does not remain a PQP, the evaluation for that proposal will stop and the next highest rated proposal (based upon claimed score) that passes the Acceptability Review and provides the required supporting documentation for all the applicable evaluation elements will become a PQP and evaluation will begin on that proposal.

Following the verification of the all the PQPs claims, the evaluation team will then evaluate the PQP's proposed initial/minimum order price and its NTE labor category prices to determine fairness and reasonableness in accordance with paragraph 3.3 of this section.

If all the proposed prices are fair and reasonable then that Offeror's proposal will remain a PQP, and the evaluation of the proposal will continue. If the proposal does not remain a PQP, the evaluation for that proposal will stop and the next highest rated proposal (based upon claimed score) that passes the Acceptability Review and provides the required supporting documentation for all the applicable evaluation elements will become a PQP and evaluation will begin on that proposal.

The evaluation process will continue until the apparent successful Offerors for each track within each Functional Category are identified that represent the highest technically rated offerors with fair and reasonable prices.

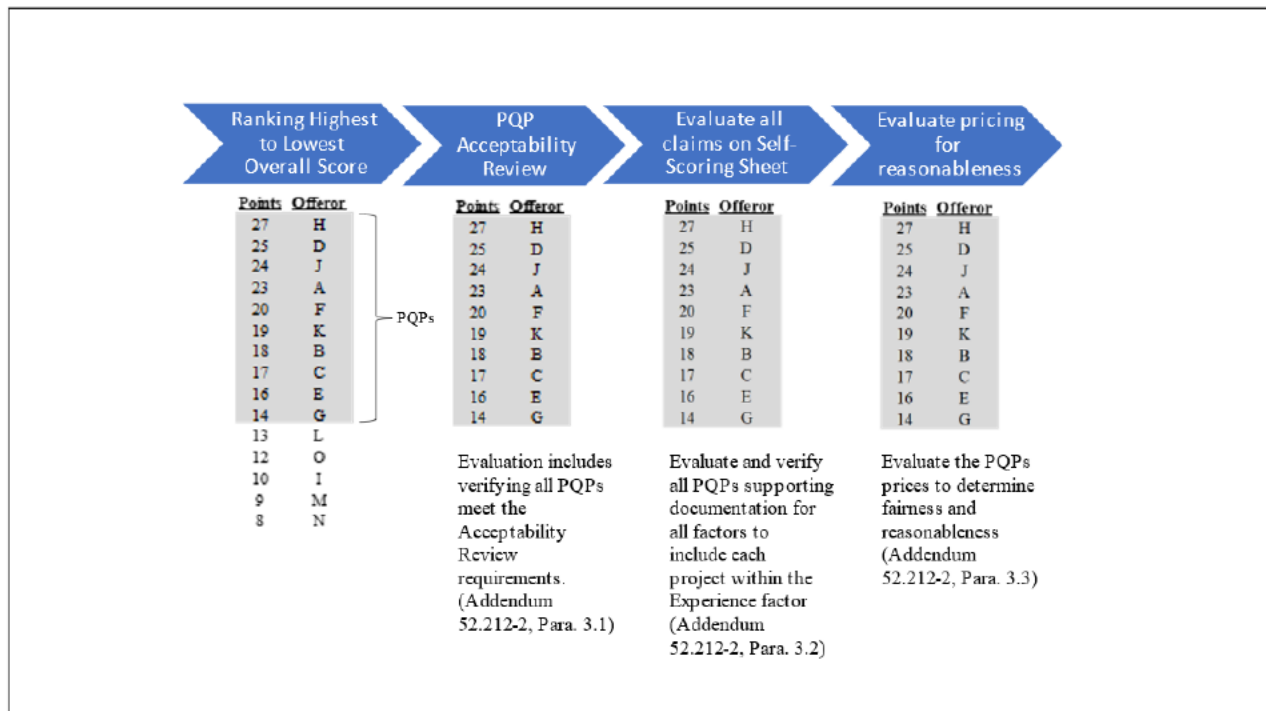
Once the evaluation and verification of the apparent successful Offerors, has been accomplished, the DHS will ensure each has been determined responsible in accordance with paragraph 4.0 of this section. Once all apparent successful Offerors have been determined responsible, evaluations will cease and contract awards will be announced.

At any time, if the evaluation team discovers misleading, falsified or fraudulent proposal information, the Offeror will be eliminated from further consideration for award.

The chart below is for illustration purposes and provides a simplified visual depiction of the evaluation process. This illustration shall not be construed as the number of contract awards that will be in each track for each Functional Category.

See Chart on Following Page

Chart 1. Evaluation Process Illustration



3.0 Evaluation

The evaluation portion of this source selection includes the DHS verifying the PQPs pass the Acceptability Review and meet the measures of merit for all evaluation factors as described herein. Offerors are reminded that projects can only be used once, and any duplication of projects (including cross teaming) will not be recognized. In the event this occurs, the DHS will remove that offeror due to non-compliance with this solicitation.

3.1 Initial Evaluation - Acceptability Review

Each PQP's proposal will first be evaluated for their ability to meet the criteria for the Acceptability Review identified in the paragraphs below. The Acceptability Review will be evaluated on an acceptable/unacceptable basis. If the PQP fails to meet the any of the Acceptability Review requirements, the proposal will be unawardable and will not be evaluated further. However, if the DHS determines that discussions are necessary, the DHS reserves the right to include any Offerors as a PQP who have not yet been eliminated from the competition. Once an Offeror's proposal has an acceptable Acceptability Review, the DHS will then evaluate the rest of the Offeror's proposal against the remaining criteria below.

Offerors are encouraged to use the Proposal Compliance Checklist, Attachment 12 as a guide to ensure it is providing all the documents required by this solicitation. In the event there is a conflict between the Proposal Compliance Checklist and the requirements contained within this solicitation, the solicitation takes precedence.

The DHS will review the documentation in the Offeror's proposal and determine if it meets all the requirements outlined in 52.212-1 and its Addendum. Upon the determination that the Offeror's

proposal does meet all the requirements of 52.212-1 and its Addendum, it shall be deemed acceptable. The DHS' review will include but is not limited to:

- 1) Verifying that all information provided is current, accurate and complete;
- 2) Verifying that all required information is contained within the Offeror's, Volume I as outlined in 52.212-1 Addendum;
- 3) Ensuring the Self-Scoring Sheets are provided in accordance with 52.212-1 Addendum. This includes verifying the excel document(s) is/are workable, completed in compliance with the Self-Scoring Sheet Instructions, Attachment 13 and have not been altered or manipulated from the original format in any way;
- 4) Conducting a top-level review of the documentation the Offeror provided to verify all claims it has made in its Self-Scoring Sheet(s);
- 5) Verifying the Offeror provided a proposed price for the Post Award Conference in the CLIN as directed in paragraph 52.212-1 Addendum and conducting a top-level review of the proposed price to verify it is within the parameters provided by the DHS;
- 6) Verifying the Offeror provided proposed prices for all the labor categories associated with the Functional Category it is proposing to as be directed in paragraph 52.212-1 Addendum and conducting a top-level review of the proposed prices to verify it is within the parameters provided by the DHS;
- 7) Ensure all contract documentation is included in Volume IV as required in FAR 52.212-1 Addendum.

Any proposal that fails the Acceptability Review will be removed from consideration for award and the Offeror will be notified, in writing, as soon as practicable.

3.2 Factor 1: Technical

The Technical Evaluation provides for three distinct assessments: Experience, Accounting System and Facility Clearance.

3.2.1 Technical Rating

The technical rating reflects the evaluation of the acceptability of the Offeror's claim. A Technical Rating will be assessed for elements within each subfactor using the Measure of Merit (MoM) set forth below. All elements contained within Subfactors 1.1, 1.2 and 1.3 will be evaluated using Table 1. Technical Ratings (Acceptable/Unacceptable) below.

Table 1. Technical Ratings (Acceptable/Unacceptable)

Rating	Description
Acceptable	Subfactor Element can be verified
Unacceptable	Subfactor Element cannot be verified

The proposals shall be evaluated against the following technical subfactors

3.2.2 Subfactor 1.1: Experience –

Description: This subfactor will evaluate the Offeror's ability to demonstrate that it has experience that is relevant and recent to PACTS III.

3.2.2.1 Measure of Merit:

This measure of merit is acceptable when the DHS is able to:

- Verify the Offeror provided and delivered completed Self-Scoring Sheet(s) required by 52.212-1 Addendum with its proposal;
- Verify the Offeror provided and delivered all supporting documentation required by 52.212-1 Addendum for each project the Offeror claims on its completed Self-Scoring Sheets with its proposal;
- Verify the following six elements for each project the Offeror claims using the Offeror's supporting documentation and the evaluation methods described below. The six elements include: Project Title, Project Contract Number, Total Obligated Value, In-Scope of PACTS III Determination, Period of Performance and Offeror's Name.

The DHS will evaluate each of the following six elements for each project the Offeror claims using the methods described below. Upon verifying all the criteria for all six elements has been met based on the methods described herein, the project will be considered verified, deemed acceptable and the Offeror will receive the set number of points associated with the project it is claiming. If the Offeror uses the Project Verification Form to substantiate an element, the DHS may contact the individual stated in Part II: Customer Certification of the Project Verification Form to verify the information provided on the form is correct.

3.2.2.1.1 Federal Government Contracts Experience

The DHS will use the following methods to evaluate the PQP's Federal Government Contract Experience.

Element 1: Project Title

The DHS will visually review the document fields noted on the evaluation checklist below in the Conformed Contract Award Document or Original Contract Award Document and associated modifications, FPDS or the Project Verification Form and the SOW/PWS to verify it is similar or comparable to the Project Title stated on the Self-Scoring Sheet. Upon confirmation that this information matches, this element is considered verified.

Element 2: Project Contract Number

The DHS will visually review the document fields noted on the evaluation checklist below in the Conformed Contract Award Document or Original Contract Award Document and associated modifications, FPDS or the Project Verification Form and the SOW/PWS to verify it matches the Project Contract Number stated on the Self-Scoring Sheet. Upon confirmation that this information matches, this element is considered verified.

Element 3: Total Obligated Value

The DHS will visually review the document fields noted on the evaluation checklist below in the Conformed Contract Award Document or Original Contract Award Document and associated modifications, FPDS or the Project Verification Form to verify it matches the Total Obligated Value stated on the Self-Scoring Sheet. Upon confirmation that this information matches, this element is considered verified.

Element 4: Within Scope of PACTS III

The DHS will visually review the document fields noted on the evaluation checklist below in the Conformed Contract Award Document or Original Contract Award Document and associated modifications, FPDS or the Project Verification Form and the SOW/PWS to verify the proposed project is within scope of PACTS III.

a. Conformed Contract Award Document or Original Contract Award Document and associated modifications

The Conformed Contract Award Document or Original Contract Award Document and associated modifications, must be submitted in accordance with 52.212-1 Addendum for all projects and regardless of if the offeror is using FPDS, the Project Verification Form or a combination of the two as documentation to verify the associated project is within scope. Upon confirmation that all the information below matches, this element is considered verified.

- i. The primary NAICS code stated in the Conformed Contract Award Document or Original Contract Award Document and associated modifications, matches the NAICS code associated with the Offeror's proposed Functional Category;
- ii. the PSC stated in the Conformed Contract Award Document or Original Contract Award Document and associated modifications, matches the PSC stated in the Self-Scoring Sheet.

b. FPDS

The following fields will be visually reviewed on the FPDS report for each project. Upon confirmation that all the information below matches this element is considered verified.

- i. If using FPDS, the Principal NAICS code field in FPDS must match the primary NAICS code associated with the Offeror's proposed Functional Category;
- ii. If using FPDS, the Product/Service Code field stated in FPDS for that project must match:
 - 1. the Product Service Code (PSC) stated on the Self-Scoring Sheet;
 - 2. be listed under the primary NAICS code that is associated with the Functional Category in the Functional Category NAICS/PSC Relationships, Attachment 11.

c. FPDS and Project Verification Form, SOW/PWS Combination

If using the combination of the FPDS and Project Verification Form the following may be used to substitute one another. If the Offeror substitutes one or more fields in the FPDS with the Project Verification Form, it shall provide the SOW/PWS regardless which field it is.

i. If the NAICS code is missing or the offeror believes it was stated incorrectly in FPDS, the Offeror must submit the Project Verification Form, completing the Project Principal NAICS code field and the DHS will evaluate it in accordance with paragraph (b)(i) above. The Offeror must have one or the other.

ii. If the PSC is missing or the offeror believes it was stated incorrectly in FPDS, the Offeror must submit the Project Verification Form, completing the Relevance to Proposed Functional Category field and the DHS will verify it is similar or comparable to the Product Service Code (PSC) the Offeror stated on its Self-Scoring Sheet for the respective project. The PSC stated on the Self-Scoring Sheet must also be listed under the primary NAICS code that is associated with the Functional Category in the Functional Category NAICS/PSC Relationships, Attachment 11.

iii. If using the Project Verification Form, the Offeror is required to also provide and deliver the SOW/PWS associated with the project it is claiming. The DHS will review the SOW/PWS to verify the scope of the project being claimed is similar or comparable to the scope of the proposed Functional Category as defined in the SOW.

Element 5: Period of Performance

The DHS will visually review the document fields noted on the evaluation checklist below in the Conformed Contract Award Document or Original Contract Award Document and associated modifications, FPDS or the Project Verification Form and the SOW/PWS to verify it matches the Period of Performance stated on the Self-Scoring Sheet. Upon confirmation that this information matches, this element is considered verified.

Element 6: Offeror's Name

The DHS will visually review the document fields noted on the evaluation checklist below in the Conformed Contract Award Document or Original Contract Award Document and associated modifications, FPDS or the Project Verification Form and the SOW/PWS to verify it matches the Offeror's Name stated on the Self-Scoring Sheet. Upon confirmation that this information matches, this element is considered verified.

See Table on Following Page

Table 2. Federal Government Contracts Evaluation Checklist

	Project Title	Project Contract Number	Total Obligated Value	In-Scope of PACTS III Determination	Period of Performance	Offeror's Name
Elements						
Self-Scoring Sheet Columns	A	A	E	F&X	G	X
Evaluation Para.	X	X	X	X	X	X
Instructions to Offerors Para.	X	X	X	X	X	X
DOCUMENTS AND APPLICABLE FIELDS						
Original Conformed Contract Award Document or Original Contract Award Document and associated modifications <i>(Req'd for All)</i>						
Varies based upon document provided	X	X	X	X	X	X
AND						
FPDS <i>(Applicable Fields)</i>						
Description of Requirement	X					
Procurement Identifier		X				
Base and Exercised Options Value			X			
Principal NAICS Code				X		
Product/Service Code				X		
Period of Performance Start Date					X	
Completion Date					X	
Unique Entity ID						X
Legal Business Name						X
CAGE Code						X
OR						
Project Verification Form (PVF) <i>(Applicable Fields)</i>						
Project Name	X					
Contract/Order Number		X				
Project Obligation Amount			X			
Project Principal NAICS, if applicable				X		
Relevance to Proposed FC				X		
Period of Performance Start Date					X	
Period of Performance Completion Date					X	
Unique Entity ID						X
Legal Business Name						X
CAGE Code						X
AND						
SOW/PWS <i>(Req'd if using PVF to supplement any FPDS field)</i>						
Varies based upon document provided	X	X	X	X	X	X

3.2.2.1.2 Non-Federal DHS Contracts and First-Tier Subcontract Experience

The DHS will use the following methods to evaluate the PQP's Non-Federal DHS Contracts and First-Tier Subcontract Experience.

1. Project Title

The DHS will visually review the document fields noted on the evaluation checklist below in the Conformed Contract Award Document or Original Contract Award Document and associated modifications, the Project Verification Form, and the Contract Documentation to verify it matches the Project Title stated on the Self-Scoring Sheet. Upon confirmation that this information is similar or comparable, this element is considered verified.

2. Project Contract Number

The DHS will visually review the document fields noted on the evaluation checklist below in the Conformed Contract Award Document or Original Contract Award Document and associated modifications, the Project Verification Form and the Contract Documentation to verify it matches the Project Contract Number stated on the Self-Scoring Sheet. Upon confirmation that this information matches, this element is considered verified.

3. Total Obligated Value

The DHS will visually review the document fields noted on the evaluation checklist below in the Conformed Contract Award Document or Original Contract Award Document and associated modifications, the Project Verification Form, and the Contract Documentation to verify it matches the Total Obligated Value stated on the Self-Scoring Sheet. Upon confirmation that this information matches, this element is considered verified.

4. Within Scope of PACTS III

The DHS will visually review the document fields noted on the evaluation checklist below in the Conformed Contract Award Document or Original Contract Award Document and associated modifications, the Project Verification Form, and the Contract Documentation to verify the proposed project is within scope of PACTS III.

a. Conformed Contract Award Document or Original Contract Award Document and Associated Modifications

The Conformed Contract Award Document or Original Contract Award Document and associated modifications must be submitted in accordance with 52.212-1 Addendum for all projects to verify the associated project is within scope. Upon confirmation that all the information below is similar or comparable, this element is considered verified.

i. The scope stated in the Conformed Contract Award Document or Original Contract Award Document and associated modifications, for the project being claimed must be similar or comparable to the scope of the proposed Functional Category as defined in the SOW.

b. Project Verification Form

The following fields will be visually reviewed on the Project Verification Form for each project. Upon confirmation that all the information below either matches or is similar or comparable, whichever is required, this element is considered verified.

- i. The Project Principal NAICS code stated in the Project Verification Form matches the primary NAICS code associated with the Offeror's proposed Functional Category.
- ii. The Relevance to Proposed Functional Category field is similar or comparable to the Product Service Code (PSC) the Offeror stated on its Self-Scoring Sheet for the respective project. The PSC stated on the Self-Scoring Sheet must also be listed under the primary NAICS code that is associated with the Functional Category in the Functional Category NAICS/PSC Relationships, Attachment 11.

c. Contract Documentation

The following fields will be visually reviewed on the Project Verification Form for each project. Upon confirmation that all the information below is similar or comparable, whichever is required, this element is considered verified.

- i. The scope in the Contract Documentation must be similar or comparable to the scope of the proposed Functional Category as defined in the SOW.

5. Period of Performance

The DHS will visually review the document fields noted on the evaluation checklist below in the Conformed Contract Award Document or Original Contract Award Document and associated modifications, the Project Verification Form and the Contract Documentation to verify it matches the Period of Performance stated on the Self-Scoring Sheet. Upon confirmation that this information matches, this element is considered verified.

6. Offeror's Name

The DHS will visually review the document fields noted on the evaluation checklist below in the Conformed Contract Award Document or Original Contract Award Document and associated modifications, the Project Verification Form, and the Contract Documentation to verify it matches the Offeror's Name stated on the Self-Scoring Sheet. Upon confirmation that this information matches, this element is considered verified.

See Table on Following Page

**Table 3. Non-Federal Government Contracts
and First-Tier Subcontracts Evaluation Checklist**

	Project Title	Project Contract Number	Total Obligated Value	In-Scope of PACTS III Determination	Period of Performance	Offeror's Name
Elements						
Self-Scoring Sheet Columns	A	A	E	F&X	G	X
Evaluation Para.	X	X	X	X	X	X
Instructions to Offerors Para.	X	X	X	X	X	X
DOCUMENTS AND APPLICABLE FIELDS						
Original Conformed Contract Award Document or Original Contract Award Document and associated modifications <i>(Req'd for All)</i>						
Varies based upon document provided	X	X	X	X	X	X
AND						
Project Verification Form (PVF) <i>(Req'd for All)</i>						
<i>(Applicable Fields)</i>						
Project Name	X					
Contract/Order Number		X				
Project Obligation Amount			X			
Project Principal NAICS, if applicable				X		
Relevance to Proposed FC				X		
Period of Performance Start Date					X	
Period of Performance Completion Date					X	
Unique Entity ID						X
Legal Business Name						X
CAGE Code						X
AND						
Contract Documentation <i>(Req'd for All)</i>						
Varies based upon document provided	X	X	X	X	X	X

3.2.3 Subfactor 1.2: Accounting System

Description: This subfactor will evaluate the Offeror's ability to demonstrate that it has an accounting system that is adequate for Time and Material and Labor Hour contracts at the time the offeror submits its proposal.

3.2.3.1 Measure of Merit

This measure of merit is acceptable when the DHS is able to:

- Verify the Offeror provided and delivered completed Self-Scoring Sheet(s) with its proposal;
- Verify the Offeror provided and delivered all supporting documentation required by 52.212-1 Addendum for each project the Offeror claims on its completed self-scoring sheets with its proposal;
- Visually review the evidence of an adequate accounting system provided by the Offeror and can confirm it is adequate as defined in 52.212-1, Addendum at the time the offeror submits its proposal.

3.2.4 Subfactor 1.3: Facility Clearance

Description: This subfactor will evaluate the Offeror's ability to demonstrate that it has either a Secret or Top Secret facility clearance that is acceptable at the time the Offeror submits its proposal.

3.2.4.1 Measure of Merit

This measure of merit is acceptable when the DHS is able to:

- Verify the Offeror provided and delivered completed Self-Scoring Sheet(s) with its proposal;
- Verify the Offeror provided and delivered all supporting documentation required by 52.212-1 Addendum for each project the Offeror claims on its completed self-scoring sheets with its proposal;
- Visually review the documentation provided by the offeror that asserts the prime offeror has the level of clearance it is claiming and can confirm within the Defense Security Service (DSS) system that all the information is correct and is acceptable as defined in 52.212-1, Addendum at the time the offeror submits its proposal.

3.3 Factor 2: Price

3.3.1 Initial/Minimum Order Price

The initial/minimum price will be evaluated for fairness and reasonableness only in order to award and satisfy the IDIQ initial/minimum order for each awardable Offeror.

3.3.1.1 Fairness and Reasonableness

The Offeror's initial/minimum price may be evaluated, using one (1) or more of the techniques defined in FAR 15.404, to determine if it is fair and reasonable. For a price to be fair and reasonable, it must be no more than the Government estimate of **\$TBD**.

3.3.2 Labor Category Prices

For the purposes of this solicitation, price is not rated and is not ranked in the order of evaluation criteria. Rather, the DHS will evaluate price for fairness and reasonableness. Price in this context means the labor rates proposed. This evaluation will not result in a total evaluated price as there is no total price to evaluate at the IDIQ level. Fair and reasonable labor rates proposed will be used

to establish maximum rates on awarded IDIQ contracts if awarded and will apply, for the life of the IDIQ, to all task order types issued (e.g. Firm-Fixed Price, Time and Material, Labor Hour, etc.).

3.3.2.1 Fairness and Reasonableness

The DHS will evaluate the labor category prices for fairness and reasonableness in accordance with FAR 15.404. This evaluation will entail the DHS comparing the Offeror's proposed labor rates for the base and all option periods to the DHS's Labor Category Pricing, Attachment 3 which are based on the following information:

The DHS's fully burdened rates detailed in the DHS's Labor Category Pricing, Attachment 3 were developed based on the following information:

- One full-time equivalent utilizing 1,872 hours/year
- 2025 PACTS II ceiling rates
- GSA Multiple-Award Schedule tool rates at +1 standard deviation
- Labor categories align with core engineering disciplines as reported by BLS
- Firm-Fixed price orders assuming these types of orders provide the most risk to the offerors
- Escalation rate of 3% is based on historical inflation factors and market conditions
- Maximum educational and experience standards outlined in Labor Categories and Qualifications, Attachment 5

For a price to be fair and reasonable, the offeror cannot propose a fully burdened labor rate exceeding the price provided in DHS's Labor Category Pricing, Attachment 3, for that applicable labor category. If the Offeror's proposed, fully burdened labor rates do exceed any of the labor rates, for any labor category outlined in DHS's Labor Category Pricing, Attachment 3, the entire proposal will be determined unreasonable and therefore, will not be awarded a contract.

4.0 Responsibility

The overall responsibility determination will be made on an acceptable/non-acceptable basis. The government cannot award to an Offeror who is not responsible. In accordance with FAR 9.104-1, to be determined responsible, the Offeror must:

- (a) Have adequate financial resources to perform the contract, or the ability to obtain them (see 9.104-3(a));
- (b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Have a satisfactory performance record (see 9.104-3 (b) and subpart 42.15). A prospective contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in 9.104-2;
- (d) Have a satisfactory record of integrity and business ethics (for example, see subpart 42.15);

(e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors). (See 9.104-3(a).)

(f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (see 9.104-3(a)); and

(g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (see also inverted domestic corporation prohibition at 9.108).

The government will use all information submitted in the Offeror's proposal as well as any other information the government obtains from its information system and other legitimate sources of information to arrive at this determination.

The government will refer to the SBA for a certificate of competency for those small businesses who are determined as not responsible.

FAR PROVISIONS IN FULL TEXT, con't:

FAR 52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services (Dec 2022)

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

(a) Definitions. As used in this provision—

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

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

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

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

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

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

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended. "Sensitive technology"—
Sensitive technology—

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

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

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

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

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

Small business concern—

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

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

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

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

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

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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

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

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

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

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

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs

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

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

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

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

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

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

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

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

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

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

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2).

[The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

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

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

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

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

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

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

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

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

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

(d) Representations required to implement provisions of Executive Order 11246- (1) Previous contracts and compliance. The offeror represents that-

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. ____

[List as necessary]

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

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

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

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

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

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

Line Item No.	Country of Origin

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

Line Item No.

[List as necessary]

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

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

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

Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

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

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

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

Line Item No.	Country of Origin

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

Line Item No.	Country of Origin

[List as necessary]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Listed end products.

Line Item No.	Country of Origin

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations. (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that—

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran. (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

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

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

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

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

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

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

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

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name: ____.

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

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

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

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

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

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

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

(2) The Offeror represents that—

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

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

(End of provision)

FAR 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a multiple indefinite-delivery, indefinite-quantity contracts resulting from this solicitation.

(End of provision)

FAR 52.216-27 Single or Multiple Awards (Oct 1995)

The Government will award multiple task order contracts for the same or similar services under this solicitation. The government estimates five (5) awards in each of the tracks and FCs and may deviate from these numbers.

Pursuant to FAR 19.1503(a), Offerors must be sure their WOSB status is in accordance with 13 CFR Part 127.

If the apparent successful Offeror has submitted a complete application that is pending certification at the time of initial offer, or certified, by the U.S. Small Business Administration (SBA), the Offeror will be eligible for proposal or bid submission, per 13 CFR 127.504. Offerors that need assistance in submitting a complete application to beta.Certify.sba.gov are advised to contact the SBA Office of Government Contracting at wosb@sba.gov

(End of provision)

FAR 52.219-1 Small Business Program Representations (Oct 2022)

(a) Definitions. As used in this provision-

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

Service-disabled veteran-owned small business concern-

(1) Means a small business concern-

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

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

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

Small business concern—

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

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

Small disadvantaged business concern, consistent with 13 CFR 124.1002, 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.

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

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

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

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

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

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

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

(b) (1) The North American Industry Classification System (NAICS) code for this acquisition is [insert NAICS code].

- (2) The small business size standard is [insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) Representations. (1) The offeror represents as part of its offer that—

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

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

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

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

(4) *Women-owned small business (WOSB) joint venture* eligible under the WOSB Program. The offeror represents as part of its offer that it ☐ is, ☐ is not a joint venture that complies with the

requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.]

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

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

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that

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

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

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

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

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

(d) Notice. Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(1) Be punished by imposition of fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

Alternate I (Sept2015). As prescribed in 19.309(a)(2) add the following paragraph (c)(9) to the basic provision:, add the following paragraph (c)(9) to the basic provision:

(9) *[Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.]* The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

Alternate II (Sep 2021). As prescribed in 19.309(a)(3), substitute the following paragraphs (b) and (c)(1) for paragraphs (b) and (c)(1) of the basic provision:

(b)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS Code	Size Standard
541611	\$24.5M
561110	\$12.5M
541330	\$25.5M

(2) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) Representations. (1) The Offeror shall represent its small business size status for each one of the NAICS codes assigned to this acquisition under which it is submitting an offer.

NAICS Code	Small Business Concern (Yes/No)
541611	
561110	
541330	

FAR 52.233-2 Service of Protest (Sep 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Attention:

Address:

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

HSAR PROVISIONS INCORPORATED IN FULL TEXT

HSAR 3052.209-70 Prohibition on contracts with corporate expatriates (Jun 2006)

(a) *Prohibitions.* Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this provision, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) *Definitions.* As used in this provision:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions) -

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held -

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) *Special rules.* The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) *Treatment of Certain Rights.*

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) Warrants;
- (ii) Options;
- (iii) Contracts to acquire stock;
- (iv) Convertible debt instruments;
- (v) Others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of provision)