

Combined Synopsis/Solicitation for DDE 2nd Year Instructor 23-28 at the U.S. Army War College (USAWC), Carlisle Barracks, PA.

The solicitation number is W91QF023Q1005. The solicitation is issued as a Request for Quotation (RFQ) pursuant to FAR 13.5.

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

The associated NAICS code for this procurement is 611310 and the small business size standard is \$34.5M. The Product Service Code is U008. The description of all requirements is in the Performance Work Statement (PWS) to follow.

Quotes are due No Later Than (NLT) 5/22/2023 at 7:00 AM EDT. Quotes shall be emailed to the POCs for this requirement, Contract Specialist Christine Cairo at christine.a.cairo.civ@army.mil and Contracting Officer Bethany Flynn at bethany.l.flynn.civ@army.mil. All questions shall be submitted via e-mail to the POCs for this requirement and they will be responded to on an amendment to this solicitation. Questions should be submitted by 5/15/2023 at 7:00 AM EDT. Questions submitted after that date may not be addressed.

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

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

52.212-3 ALT I (DEV), Offeror Representations and Certifications -- Commercial Items (Class Deviation 2023- 00002)

52.219-1 ALT I (DEV), Small Business Program Representations (Class Deviation 2023- 00002)

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

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

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

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

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

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

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

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

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

Additionally:

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

Section SF 1449 - CONTINUATION SHEET

PWS

**PERFORMANCE WORK STATEMENT (PWS)
(Includes associated Performance Requirements Summary (PRS))**

Department of Distance Education,
Two (2) Second Year Studies Faculty Instructors

**PART 1
GENERAL INFORMATION**

1. General: This is a non-personal service(s) contract under which the personnel rendering the service(s) 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.

1.1 Description of Services/Introduction: This is a non-personal service(s) contract to provide two (2) Faculty Instructor and Evaluators for a Distance Education Program (DEP) in the Second Year Studies Program, Department of Distance Education (DDE), U.S. Army War College (USAWC). This work encompasses four online Core Courses and two summer Resident Courses with associated programs and includes the evaluation of student performance in online discussion forums, appropriate experiential activities, papers and writing projects, and during resident seminar discussion. The work may include the development, instruction, and evaluation of an online elective and an Advanced Studies seminar. This work is specific to the distance education courses listed in the contract line-item schedule.

1.2 Background: The USAWC DEP is an accredited, blended, online and resident Senior Service College spanning two academic years, running from April through the following June during the first year, and June through July the second year. During the first year of studies, the curriculum consists of a two-day resident orientation seminar; a nonresident (online) orientation course; four nonresident (online) core courses; and the two-week First Resident Course in June. During the second year of studies, the curriculum consists of four nonresident (online) core courses; a nonresident (online) elective or writing project; and the two-week Second Resident Course with graduation in July.

1.2.1 International Fellows (IFs) are students from the military forces or governments of other nations and generally meet the same selection criteria as their U.S. counterparts. The total number of IFs selected to attend the USAWC DEP varies each year but is allocated up to 15 students. The IFs participate in the curriculum along with their U.S. counterparts in seminars during both First Year Studies and Second Year Studies using the same educational methodology and resources. However, additional assistance and the mentoring may be necessary for select IFs.

1.3 Scope: The Contractor shall provide non-personal service(s). The Contractor shall provide all personnel, equipment, supervision, and other items necessary to perform services as described in the PWS and associated contract documents, except for those items specified in Part 3 Government Property and Services. The Contractor shall perform to the standards and acceptable quality levels identified in this PWS and associated contract documents.

1.4 Objectives: The objective of this contract is to provide DEP courses, employing techniques such as instructional commentary, directed readings, learning objects, video, and audio recordings. DEP assessment methodologies include but are not limited to: written papers of various formats ranging in length from 500 to 2000 words; research projects in the range of 5000-6000 words; asynchronous online discussion forums where students produce individual or team submissions; online written examinations; exercises; individual verbal presentations (note: Flipgrid, video recording, Cloud link); and face-to-face synchronous discussion utilizing a Content Management System (e.g., Blackboard, Canvas) and conducted in the seminar room during the two Resident Courses.

1.5 General Information:

1.5.1 Quality Control Plan (QCP): This acquisition is for commercial services and will be performed using FAR Part 12 procedures. The contractor's existing quality assurance system shall be utilized In Accordance With (IAW) FAR 12.208.

1.5.2 Quality Assurance: The Government will evaluate the Contractor's performance under this contract IAW the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the Contractor has performed IAW the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the acceptable quality levels (performance thresholds).

1.5.3 Recognized Holidays: The following provides information on recognized holidays for the purpose of the PWS. If submittal of any tasks or documentation (e.g., deliverables, submittals, etc.) deadlines fall on a holiday, the closest workday prior to the holiday will apply as the deadline for submittal.

1.5.3.1 U.S. Holidays: Work shall not be performed on U.S. federally recognized holidays occurring during the normal workweek unless otherwise directed by the Contracting Officer. When a U.S. holiday occurs on a Saturday or a Sunday, the holiday is observed on the preceding Friday or following Monday, respectively.

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

Independence Day

1.5.4 Operating Hours: The operating hours are 0800 to 1630 Eastern, Monday through Friday except U.S. Holidays identified in paragraph 1.5.3.1 above or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

1.5.5 Place of Performance: The work to be performed under this contract will be performed at the USAWC, Carlisle Barracks, PA, and another location from which the contractor can perform all aspects of this Contract. All travel to and from Carlisle Barracks, Pennsylvania shall be at the expense of the contractor.

1.5.5.1 Telework Capabilities: Unless indicated otherwise all services are remote in nature, however, all schedules are based on Eastern Time, regardless of the location of the instructor. Travel to the USAWC for events that require the instructor to be on-site are at the expense of the contractor.

1.6 Clearance Requirements: The following information is provided on security clearance related matters.

1.6.1 Facility Clearance Program: NOT APPLICABLE

1.6.2 Personnel Security Clearance Requirements: NOT APPLICABLE

1.6.3 Controlled Unclassified Information (CUI): NOT APPLICABLE

1.7 Installation Access: Access to U.S. installations, buildings and controlled areas is limited to personnel who meet security criteria and are authorized. Failure to submit required information/data and obtain required documentation or clearances will be grounds for denying access to U.S. installations, buildings, and controlled areas. The Contractor shall ensure that any subcontractors used in performance of this contract complies with these requirements and that all employees, of both the Contractor and any subcontractor utilized by the Contractor, are made aware of and comply with these requirements.

The Contractor shall be aware of and comply with the requirements associated with Installation Access Control. The Government is not liable for any costs associated with performance delays due solely to a firm's failure to comply with Installation Access Control System (IACS) processing requirements.

The Contractor shall return installation passes and/or issued identification to the issuing IACS office when the contract is completed or when a Contractor employee no longer requires access.

1.7.1 Background Checks: Contractor and all associated subcontractor employees shall provide all information required for background checks to meet installation access

requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

1.7.2 Common Access Cards (CAC):

1.7.2.1 For contractors requiring Common Access Card (CAC). Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

1.7.2.1.1 The Contractor shall provide the following information: Last, First and Middle Names, government issued personal identifier (e.g., Social Security Number, Federal Identification Number, or Tax Identification Number), date of birth, primary email address (this email address will be used to contact the individual) and any other necessary information required to obtain a CAC or installation access card, to the COR within five (5) days after award (**Deliverable 1**). The Contractor shall ensure safeguarding of Personally Identifiable Information (PII).

Note: CACs are Government property, which must be turned in when no longer required. This includes when an individual is terminated, at the expiration of their employment, or when the contract ends (whether due to expiration, termination, or cancellation).

1.8 Physical Security: The Contractor shall safeguard all Government equipment, information, and property provided for Contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured IAW the Army Physical Security Program (AR 190-13.)

1.8.1 Operations Security (OPSEC) Requirements: Contractor personnel shall adhere to facility security policies and restrictions. The Contractor shall immediately

report suspicious activities to security personnel. Government-issued access badges shall not be worn outside designated facilities where visible to the general public.

1.8.2 Key (Card) Control: NOTE: All references to keys include key cards. The Contractor shall establish and implement methods of making sure all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any incidents of lost or duplicate keys to the Contracting Officer. In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from payment due to the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the payment due to the Contractor. The Contractor shall prohibit the use of Government issued keys by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer. The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations.

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

1.9.1 The Contractor shall attend, participate in, and furnish input to scheduled and unscheduled meetings, conferences, and briefings that relate to the functions and services herein as required by the Government to provide effective communication and impart necessary information. The Contract Manager or designated representative shall attend meetings as requested by the Government. Meeting attendees shall at times include Contractor managerial, supervisory, and other personnel knowledgeable of the subject matter. Meetings may start or end outside of regular duty hours.

1.10 Contracting Officer's Representative (COR): Refer to Part 2 of this PWS for the definition of a COR. As determined by the Contracting Officer, a COR will be appointed and identified by letter of designation, a copy of which will be provided to the Contractor by the Contracting Officer. The designation letter states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates, or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is not authorized to obligate the Government. If the work is not written in the contract, the COR is not authorized to request new work. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract, perform inspections necessary in connection with contract performance, maintain written and oral communications with the Contractor concerning technical aspects of the contract, issue written interpretations of technical requirements, including Government drawings, designs, specifications, monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies, coordinate availability of Government property, and coordinate site entry of Contractor personnel.

1.11 Key Personnel: The following personnel are considered key personnel by the Government: Contract Manager and Alternate Contract Manager. The Contractor shall provide a Contract Manager who shall be responsible for the performance of the work. The name of this person and an Alternate Contract Manager, who shall act for the Contractor when the Contract Manager is absent shall be provided in writing to the COR no later than five (5) days after contract award (**Deliverable 2**). The Contract Manager and Alternate Contract Manager shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The Contract Manager or Alternate Contract Manager shall be available during operating hours listed in PWS 1.5.4.

1.11.1 Key Personnel Qualifications: Required qualifications are listed on **Attachment 1**

1.11.2 Additional Key Personnel Requirements: Certain experienced professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. These Key Personnel must be identified by name within the contractor's offer for their resumes (and any additional documents) to be evaluated during the source selection process.

1.11.2.1 The contractor agrees that such personnel shall not be removed or replaced within the performance of this contract unless the following measures are taken:

- (a) If one or more of the key personnel, for any reason, becomes or is expected to become unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall, subject to the

concurrence of the KO or COR, promptly replace personnel with personnel who possess equal or better qualifications as the original employee.

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

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

1.12 Identification of Contractor Employees: All Contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties must identify themselves, to include proper marking of signature blocks in correspondence, to avoid creating an impression in the minds of members of the public that they are Government officials. The Contractor shall ensure that all documents or reports, produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

1.12.1 Contractor Identification Badges: Contractor personnel shall be easily identifiable through the display of badges IAW Contractor Identification (AE Reg. 27-715).

1.13 Contractor Travel: The Contractor may be required to travel to Washington, DC during First Resident Course and Gettysburg, PA for the Battlefield Staff Rides conducted during the summer resident courses. The Government will provide transportation to all the events. Each contractor may be required to travel to off-site training locations in support of this PWS.

1.14 Other Direct Costs (ODCs): Not applicable for commercial requirements.

1.15 Data Rights: The Government has unlimited rights to all documents and materials produced under this contract. All documents and materials, to include the source codes of software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership and copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government

and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.16 Non-Disclosure Requirements: NOT APPLICABLE

1.17 Protection of Government and Contract Information: Per Public Use Notice of Limitations stated by Defense Media Activity and contained at www.dma.mil/Services/Visual-Information/References/Limitations/, the Contractor shall not cite any information (e.g., contract information, pictures, locations, etc.) obtained from the Government through this contract on any hard copy or digital marketing tools to include its company website. Information shall not be used in a manner that could imply endorsement of an individual, for-profit business, non-profit organization, or any other non-Federal entity (including DoD contractors), product, or service. This applies to both domestic and international users. Endorsement of a non-Federal entity, event, product, service, or enterprise may be neither stated nor implied.

1.18 Non-Disclosure Statements: NOT APPLICABLE

1.19 Organizational Conflict of Interest (OCI): NOT APPLICABLE

1.20 Phase In /Phase Out Period: NOT APPLICABLE

1.21 Safety: NOT APPLICABLE

1.22 Environmental Compliance: NOT APPLICABLE

1.23 Required Training: The following provides information on training requirements.

1.23.1 Anti-Terrorism (AT) “Level I” Training: All contractor employees, to include subcontractor employees, requiring access Army installations, facilities and controlled access areas shall complete AT “Level I” Awareness training within **30 days** after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within **five (5) days** after completion of training by all employees and subcontractor personnel (**Deliverable 3**). AT “Level I” Awareness training is available at the following website: <http://jko.jten.mil>. Contractor personnel shall complete refresher training every twelve (12) months.

1.23.2 iWATCH Training: The Contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within **30 days** after the contract is awarded or new employees commence contract performance, with the results reported to the COR within **five (5) days** after completion (**Deliverable 4**).

1.23.3 OPSEC Training: All Contractor employees, including subcontractors, shall complete OPSEC “Level I” training within **30 days** of employment under this contract. Verification of the training shall be provided to the COR within **five (5) days** after completion of the training (**Deliverable 5**). OPSEC “Level I” training is available at <http://www.cdse.edu/catalog/elearning/GS130.html>. Contractor personnel must complete refresher training every 12 months. Verification of the training shall be provided to the COR within **five (5) days** after completion of the training.

1.23.4 Information Assurance (IA) Training

1.23.4.1 All Contractor employees, including subcontractors, performing services under this contract with access to a Government Info System (IS) must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services, and must successfully complete the DOD Information Assurance Awareness prior to access to the IS and then annually thereafter. Verification of registration shall be provided to the COR within **30 days** after registration. Verification of the training shall be provided to the COR within **five (5) days** after completion of the training (**Deliverable 6**). Contractor personnel must complete refresher training every twelve (12) months.

1.23.4.2 All contractor employees and associated subcontractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working in IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M and AR 25-2 within six months of appointment to IA/IT functions.

1.23.5 Personnel Security Clearance Training: NOT APPLICABLE

1.23.6 Personally Identifiable Information (PII): NOT APPLICABLE

1.23.7 Additional Training Requirements: Contractor shall accomplish any additional training that the Department of Defense, Department of the Army, local commanders may determine necessary for personnel working on military installations or working with military personnel (not to exceed 10 hours of instruction).

1.24 Government Property and Services: NOT APPLICABLE

PART 2 DEFINITIONS & ACRONYMS

2. Definitions and Acronyms

2.1 Definitions: Although not inclusive of every term used within this PWS, the following provides a list of definitions used throughout this PWS and commonly used in the acquisition field.

Contracting Officer – means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings on behalf of the Government. **Note: The only individual who can legally bind the Government.**

Contracting Officer's Representative (COR) – As defined in DFARS 202.101, means an individual designated and authorized in writing by the Contracting Officer to perform specific technical or administrative functions. DoD Instruction (DoDI) 5000.72, Part II Definitions states the following when defining a COR: “Defined in subpart 202.101 of Reference (f). Any individual delegated responsibilities pursuant to subpart 1.602-2 of Reference (e), regardless of local terminology, must be certified IAW this instruction. For example, local terminology can be COR, Contracting Officer’s technical representative, technical point of contact, technical representative, alternate COR, administrative COR, assistant COR, line-item manager, task order manager, quality assurance personnel, quality assurance evaluator, or COR management.” In addition, Army Regulation 70-13, Chapter 2, paragraph 2-2g, states, in part, the following when providing other surveillance support personnel to assist the COR when needed, “...These other surveillance support personnel may serve as on-site representatives of the COR in performance of actual contract surveillance if they meet all COR requirements and have been appointed by the Contracting Officer as alternate CORs.”

Contractor – means a supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

Day – means, unless otherwise specified, a calendar day.

Defective Service – means a service output that does not meet the standard of performance associated with the Performance Work Statement.

Deliverable – means anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.

Government Property - means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

Physical Security – means that part of security concerned with physical measures designed to safeguard personnel; to prevent unauthorized access to equipment, installations, material, and documents; and to safeguard against espionage, sabotage, damage, and theft

Quality Assurance – (or Government contract quality assurance) means the various functions, including, inspection, performed by the Government to determine whether a Contractor has fulfilled the contract obligations pertaining to quality and quantity.

Quality Assurance Surveillance Plan (QASP) – means the key Government-developed surveillance process document and is applied to Performance-Based Service Contracting (PBSC). The QASP is used for managing Contractor performance assessment by ensuring that systematic quality assurance methods validate that Contractor quality control efforts are timely, effective, and are delivering the results specified in the contract or task order. The QASP directly corresponds to the performance objectives and standards (i.e., quality, quantity, timeliness) specified in the Performance Work Statement (PWS). It provides specific details on how the Government will survey, observe, test, sample, evaluate, and document Contractor performance results to determine if the Contractor has met the required standards for each objective in the PWS. The QASP, with very few if any exceptions, is an internal to Government document.

Quality Control – means all necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

Statement – means the specific results-based activities required to satisfy objectives. A statement contains a result, the context of the statement, and the required action(s). Statements focus on “what” is to be accomplished; however, they are not prescriptive in describing “how” the outcome is to be achieved. Each objective may have several statements to flesh out the areas necessary to meet the objective. Statements are similar to Level 3 in a Work Breakdown Structure.

Subcontractor – means one that enters into a contract with a prime Contractor. The Government does not have privity of contract with the subcontractor.

Workday - The number of hours per day the Contractor provides services IAW the contract.

Work Week - Monday through Friday, unless otherwise specified.

2.2 Acronyms: Although not inclusive of every term used within this PWS, or that may be included in an acquisition, the following provides a list of acronyms commonly used in the acquisition field.

ACOR Alternate Contracting Officer's Representative

AER	Academic Evaluation Report
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
AT	Anti-terrorism
ATCTS	Army Training Certification Tracking System
CAC	Common Access Card
CBPA	Carlisle Barracks, Pennsylvania
CCE	Contracting Center of Excellence
CD	Course Director
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer's Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DoD	Department of Defense
FAR	Federal Acquisition Regulation
FRC	First Resident Course
FPCON	Force Protection Condition
HIPAA	Health Insurance Portability and Accountability Act of 1996
HQDA	Headquarters, Department of the Army
IA	Information Awareness
IRP	Integrated Research Project
IAW	In Accordance With
ID	Identification
IGCE	Independent Government Cost Estimate
IT	Information Technology
JTR	Joint Travel Regulation
JPAS	Joint Personnel Adjudication System
JPME	Joint Professional Military Education
KO	Contracting Officer
LAN	Local Area Network
LMS	Learning Management System
NEC	Network Enterprise Center (IT Helpdesk)
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODASA(P) Procurement	Office of the Deputy Assistant Secretary of the Army for Procurement
ODC	Other Direct Costs
OPSEC	Operations Security
PA	Property Administrator
PII	Personally Identifiable Information
OPMEP	Officer Professional Military Education Policy
POC	Point of Contact

PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
SIS	Student Information System
SRC	Second Resident Course
SRR	Strategic Research Requirement
RA	Requiring Activity
TE	Technical Exhibit
USAWC	United States Army War College
VOIP	Voice Over Internet Protocol

PART 3 GOVERNMENT PROPERTY (GP) AND SERVICES

3. Government Property and Services

3.1 Services: The Government will provide:

3.1.1 Access to, maintain, and operate the DEP LMS.

3.1.2 A user account on the USAWC Local Area Network (LAN). This account will include an e-mail address and access to the DEP LMS.

3.1.3 A Microsoft Office 365 account with an armywarcollege.edu email address and access to the .edu educational domain.

3.1.4 Government property mail services, for official Government business only, and only in direct support of this contract.

3.1.5 Transportation in support of the staff rides during both Resident Courses.

3.2 Facilities: The Government will provide:

3.2.1 Provide access to computer terminals on the USAWC LAN in common-user study carrels in the U.S. Army War College Library, or in DDE spaces, as available. The Government will not issue a computer as GFE to each contractor. This will include access to community-use resources, e.g., scanners, fax machines, printers, and copiers.

3.2.2 Telephone services at the USAWC, only for direct support of this contract.

3.3 Utilities: Each contractor shall instruct employees in utilities conservation practices. Each contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning vehicles and equipment.

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3.4 Equipment: NOT APPLICABLE

3.5 Materials: The Government will provide:

3.5.1 Provide course references in electronic or paper form.

3.5.2 Issue a Common Access Card (CAC).

3.6 Common Access Cards (CAC): The Government will provide Common Access Cards (CAC) via the Trusted Associate Sponsorship System (TASS) (Web site <https://www.dmdc.osd.mil/tass/>). All CAC must be turned in at the end of individual's employment or the end of the contract, whichever comes first.

3.7 Each contractor shall be directly responsible and accountable for all Government property in their possession. Each contractor shall return all Government property in its original condition at the end of the contract period of performance. Each contractor shall sign for receipt of Government property.

3.8 Each contractor shall ensure that all maintenance and upkeep actions are met (such as making sure the device is connected to the USAWC LAN at least once each month).

PART 4 CONTRACTOR FURNISHED ITEMS AND SERVICES

4. Contractor Furnished Property and Services

4.1 General: The Contractor shall furnish all personnel, equipment, supervision, and other items necessary to perform services as described in the PWS and associated contract documents, except for those items specified in Part 3 Government Property and Services.

4.2 Equipment: Each contractor shall provide and maintain their own Microsoft Windows compliant laptop and install the necessary root certificates and/or other software as defined or mandated to ensure access to the necessary systems to perform various assignments and/or positions.

4.2.1 The personal device must operate with the most current Windows operating system, have current versions of the following browsers: Microsoft Edge, Firefox, and Chrome, active virus protection, CAC Card reader, camera, microphone, and speakers.

4.2.2 Each contractor is solely responsible for ensuring that their personal devices and equipment are operating properly. CBKS regulation 25-71 prohibits government employees or contractor employees from troubleshooting or repairing personally owned devices of any kind.

PART 5 SPECIFIC TASKS

5. Specific Tasks

5.1 Basic Services: The Contractor shall provide services for the full DEP, encompassing four online Core Courses and two summer Resident Courses with associated programs and includes the evaluation of student performance in online discussion forums, on papers and writing projects, and during resident seminar discussions. The work includes the development, instruction and evaluation of an online elective and Advanced Studies. This work is specific to the distance education courses listed in the contract line-item schedule.

5.2 Tasks: Tasks consist of the following:

5.2.1 Core Courses:

5.2.1.1 During each academic year, each contractor will instruct, advise, monitor academic progress, and evaluate two seminars, each composed of approximately to eighteen USAWC students (military, government civilians, and international fellows) during four online Core Courses. In each Core Course, each contractor must provide faculty comments evaluating and assessing each student's performance in each individual evaluation requirement (for example, a paper or an online discussion forum) and for the overall course. Each contractor shall enter these evaluation comments within the appropriate fields in the DEP LMS by the due date in Technical Exhibit A.

5.2.1.2 Faculty Preparation, Monitoring, and Advising: Each contractor shall analyze course objectives and curriculum materials and incorporate guidance from the DDE Department Chair, the Year Group Director, and the Course Director (CD), as each contractor prepares themselves to lead students through the curriculum materials, tasks, and evaluation requirements.

5.2.1.3 USAWC graduates must be exposed to the most current Officer Professional Military Education Policy (OPMEP) guidelines and understand the learning objectives outlined in appropriate Joint Professional Military Education (JPME) documents published by the Chair of the Joint Chiefs of Staff. The real-time nature of Distance Education requires dedicated self-study and preparation by each contractor to comply with the JPME requirements in the OPMEP. Each contractor shall maintain currency with evolving professional military education requirements through dedicated individual preparation and participation in a program of lifelong learning based on the OPMEP.

5.2.1.4 Each contractor shall attend, and participate in, a faculty instructor guidance (FIG) session lasting up to three hours that is conducted by the Course Director for each Core Course. This meeting usually occurs several weeks prior to the first online discussion forum in a particular course and may include a post-course, after-

action review session of the previous, completed Core Course. The Course Director will provide administrative information on the conduct of forums and rubrics for the evaluation of student papers and forum participation. See also section 5.2.9, "MEETINGS."

5.2.1.5 Each contractor can expect to spend approximately one hour per week per seminar, throughout the entire academic year, communicating with and advising their students on administrative and academic issues/requirements (i.e., completion of an external online training course to meet specific learning outcomes). Each contractor shall notify the Year Group Director within one business day regarding potential student academic problems or unusual student personal or professional situations that may affect the student's performance in the DEP.

5.2.1.6 Each contractor shall return student telephone calls and e-mails within 24 hours of receipt. Each contractor shall enter substantive conversations with students into the DEP LMS "Official Correspondence" field under "Students" menu.

5.2.1.7 Each contractor shall host and record (at least) two synchronous Collaborate sessions, using the DEP LMS. At least one session shall cover the essay requirements, and (at least) one session shall cover the Forum requirement(s). If each contractor has two seminars, they may combine the students in one session.

5.2.2 Evaluating Writing Requirements. During each Core Course, each contractor shall evaluate/re-evaluate written requirements (papers) submitted/resubmitted by students from their seminar(s).

5.2.2.1 The USAWC Communicative Arts Directive (CAD) publishes evaluation standards which may be amplified by the Course Director and the Year Group Director. Each contractor shall provide commentary and assessment using the review function in Microsoft Word® directly into each paper. Each contractor shall further provide formal assessment with amplifying commentary in the appropriate DEP LMS fields. Requirements submitted online shall be evaluated online.

5.2.2.2 Each contractor shall provide each student with beneficial constructive feedback on the content, organization, and style of each written submission, and for content, organization, and delivery for oral communication submissions, in accordance with DDE guidance. Feedback shall be diagnostic and corrective, giving individual mentorship on writing style, grammar and punctuation, critical thought, organization and substance of content, or delivery as outlined in appropriate USAWC curriculum material. The intent is to promote effective writing, communication, and analysis at the strategic leader and graduate levels and to identify those students who require remedial instruction. Corrective comments, commendatory acknowledgements, and content commentary on each essay must be substantive and constructive, pointing the student toward specific areas for improvement, extending the student's learning, and identifying strengths.

5.2.2.3 For requirements where there is a formative assessment, each contractor will review products and provide students with corrective feedback (as appropriate) on the content, organization, and style to assist student development. Specifically, each contractor will scan each of the student's drafts submitted into Peerceptive (or some other formative venue) and the feedback provided by the student's peers and assess any additional critique necessary to meet standards on the requirement. In this case, each contractor may make a subjective determination on the level of feedback required. If he/she determines that peer feedback is sufficient and/or paper is on track, then no additional comments may be required. However, if Contractor feels that peer feedback is inadequate or he/she desires to explicitly point out concerns with submission that may prevent meeting standards, then they may either provide a critique through Peerceptive or in an email directed to the student in question.

5.2.2.4 If a student submits unsatisfactory work, each contractor shall provide a clear, legible, and detailed analysis that explains why and how it did not meet the standard and the necessary corrections to make that work satisfactory. Each contractor shall make personal notification to each student who fails to meet the standard by telephone or email. Each contractor shall evaluate resubmissions in the same manner as the original submission. The DDE Department Chair makes all final determinations of acceptability of submissions.

5.2.2.5 Each contractor will complete evaluations of student submissions and resubmissions in the DEP LMS by the due date in Technical Exhibit A. During the period in which each contractor is actively involved in the evaluation process, each contractor shall be accessible to students and DDE Government employees by e-mail and by phone during normal business hours, 8:00 a.m. through 4:30 p.m., Eastern Time.

5.2.2.6 The student submissions and data folders are subject to the Privacy Act of 1974. Control of the electronic data/folders requires each contractor to safeguard all passwords or communications and any data that each contractor may download as part of the student evaluation process. Each contractor is personally responsible for ensuring that student Privacy Act information is appropriately safeguarded when accessing the current DEP LMS from any location – on site or away from the USAWC.

5.2.3 Forums. The mostly asynchronous online forum in the DEP simulates the face-to-face discussions held in a seminar room during a resident course. This discourse and collaboration are a critical part of the adult learning model where students face the challenge of submitting their ideas for critical seminar group appraisal and discussion.

5.2.3.1 During each Core Course, each contractor shall conduct and evaluate threaded discussions and exercises in one or more asynchronous online forums for each assigned seminar using the forum function within the DEP LMS. Core Course forums can take many forms, and thus, require different levels of Contractor engagement at different times. However, the aggregation of all core course forums and exercise requirements should not exceed 260 cumulative hours.

5.2.3.2 Core Course forums evaluate student achievement of course learning objectives through dialogue and collaboration. This dialogue generally takes two forms. First, students individually post answers in response to a question provided by the Course Director and initiated by each contractor, then post subsequent replies to other students' entries. These discussions may be written, or potentially via video/audio recording, and presentation. Second, students may assume roles within a notional group and collaborate to produce team and /or individual products assigned by the CD. These products range from a policy statement derived from a prioritized list of capabilities to a deliberate plan or short point/decision paper. Each contractor answers student questions, helps guide the work schedule and provides corrections and insights to ensure that students achieve the learning objectives.

5.2.3.3 When written, student posts must reflect graduate-level thought and conform to the same writing standards in the USAWC CAD that are applied to course papers; this includes citing the source of material that informs a comment, even if from a fellow student. Typical initial posts may consist of 250 words with response posts of 150 words. As technology and modalities advance, forums may require video/audio recorded entries and dialog using various products, i.e., Blackboard and/or Canvas, Flipgrid®, smart phones, cloud sites, etc. The Communications Arts standards for communications of all types will apply.

5.2.3.4 During the faculty instructor guidance (FIG) session, the Course Director (CD) will specify the learning objectives, timing, format, questions to be addressed, and an evaluation rubric for each forum. Each contractor shall exercise judgment to accomplish the faculty instructor tasks stated in paragraph 5.2.3.2. When directed by the Course Director (CD) or when needed to achieve Learning Outcomes, each contractor shall enter the forum software and read all new student posts; personalize material provided by the CD then post it to guide that discussion; provide periodic posts throughout the forum, as needed or required, to ensure student discussion is achieving the learning objective; when warranted provide a summary of the dialogue to include alternative opinions on certain points, lessons learned and instructions needed for the next stage of the discussion.

5.2.3.5 Each contractor shall evaluate student performance toward achieving course learning objectives throughout the conduct of the forum. Each contractor shall enter an evaluation of each student's performance into the DEP LMS following the completion of the forum by the due date in Technical Exhibit A. If a student's work in the forum is unsatisfactory in either frequency or content, each contractor shall provide a clear, legible, and detailed analysis explaining why and how the student did not meet the standard. Each contractor shall make personal notification by telephone or email to any student who fails to meet the standard then assign and evaluate an alternate requirement provided by the Course Director.

5.2.4 First Resident Course (FRC). Each contractor shall provide in-residence instruction and facilitation to one seminar according to curriculum requirements of the

U.S. Army War College DEP during two weeks in June. Each seminar will consist of approximately eighteen DEP students.

5.2.4.1 Each contractor shall prepare for the FRC by reviewing and applying instructional material provided by DDE. Each contractor will attend a faculty development and training meeting (lasting up to eight hours) prior to and an after-action review meeting (lasting up to three hours) following the FRC.

5.2.4.2 The First Resident Course involves approximately eight hours of facilitation during each of eight days of seminar instruction. Each contractor shall accompany their seminar during the approximately ten-hour battlefield staff ride to Gettysburg, PA on one day. Each contractor shall also lead up to two (2) sequential small- group visits during the approximately sixteen-hour trip to Washington, DC (as required).

5.2.4.3 Each contractor shall review course materials and conduct sufficient outside professional study to be able to effectively conduct graduate-level, inquiry-driven seminar learning. Each contractor must be knowledgeable in concepts of adult learning, Bloom's taxonomy, seminar discourse, seminar team building, and reflective learning.

5.2.4.4 Each contractor shall participate in seminar social activities lasting up to eight cumulative hours during the FRC beyond the requirements in paragraph 5.2.4.2.

5.2.4.5 Each contractor shall evaluate each student on their oral presentations during the FRC. This evaluation will address content, organization, and delivery according to criteria in the USAWC CAD amplified by the Course Director. Each contractor shall enter this evaluation into the DEP LMS by the due date in Technical Exhibit A.

5.2.4.6 Each contractor shall evaluate each student on their individual seminar participation and overall performance during the FRC, applying guidance from the Director, FRC, and Year Group Director. Each contractor shall enter this evaluation into the DEP LMS by the due date in Technical Exhibit A.

5.2.5 Second Resident Course (SRC). Each contractor shall provide in-residence instruction and facilitation to one seminar according to curriculum requirements of the USAWC DEP during two weeks in July. Each seminar will consist of approximately eighteen DEP students who will be joined for several days by approximately three invited civilian guests under the Commandant's National Security Program (CNSP).

5.2.5.1 Each contractor shall prepare for the SRC by reviewing and applying instructional material provided by DDE. Each contractor shall attend a faculty development and training meeting (lasting up to eight hours) prior to and an after-action review meeting (lasting up to three hours) after the SRC.

5.2.5.2 The SRC requires each contractor to perform nine days of seminar facilitation and attend the graduation ceremony lasting one half-day followed by the faculty course after-action review meeting. Seven of the nine days require approximately eight hours of seminar facilitation while the remaining two days equivalent support four (three-hour) classroom sessions focused on a separate Advanced Studies seminar.

5.2.5.3 Each contractor shall review course materials and conduct sufficient outside professional study to be able to effectively conduct graduate-level, inquiry-driven seminar learning. Each contractor must be knowledgeable in concepts of adult learning, Bloom's taxonomy, seminar discourse, seminar team building, and reflective learning.

5.2.5.4 Each contractor shall participate in seminar social activities with students and invited CNSP guests lasting up to eight cumulative hours during the SRC beyond the requirements in this PWS.

5.2.5.5 Each contractor shall evaluate each student on their individual seminar participation and overall performance during the SRC, applying guidance from the Director, SRC, and Year Group Director. Each contractor shall enter this evaluation into the DEP LMS by the due date in Technical Exhibit A.

5.2.5.6 Each contractor shall also prepare an Academic Evaluation Report (AER) covering each student's performance during the entire two-year DEP. This AER will be completed to address evaluative criteria determined by the US Army, USAWC, and the DDE. A categorical quantitative assessment of each student for both First- and Second-Year Programs is provided via the DEP LMS. Each contractor shall counsel each student regarding this AER, which will be forwarded to each student's parent organization or service component. The AER format will be the most current version of the student's service, agency, or department. The Dean of the School of Strategic Landpower (SSL) within the USAWC and/or DDE Department Chair will publish a memorandum of instruction before SRC that specifies format, timing, and procedures for completion of AERs for all military personnel, government civilians, and international fellows.

5.2.6 Advanced Studies (CLIN Exercised at the Option of the Government). Each contractor shall develop and teach an Advanced Studies seminar as part of the Second Resident Course (SRC). Advanced Studies is intended to provide an in-depth survey of a focused area of study at the strategic level and is conducted in accordance with guidance from the DDE Department Chair, the Second Year Group Director, and the SRC Director. Advanced Studies may or may not include evaluations of student performance.

5.2.6.1 Advanced Studies consists of ten to twelve hours of face-to-face instruction in a seminar setting during Second Resident Course. The students attending

the Seminar may or may not be the same students assigned to each contractor's regular seminar during SRC; the size could range from approximately 10 to 50 students.

5.2.6.2 When preparing Advanced Studies for the first offering (development), each contractor shall attend up to one hour of instruction, provided by DDE, on how to develop the seminar. Each contractor may be required to meet with the Year Group Director or the Director, SRC for up to two meetings (not to exceed two hours per meeting) during the academic year to discuss appropriate topics, format, and resources. Each contractor shall ensure that the seminar embodies current doctrine and knowledge and shall provide academic commentary to enhance student comprehension through supplemental and contrasting perspectives.

5.2.6.3 Each contractor shall develop the seminar to meet the milestones in the SRC Memorandum of Instruction and the DDE production schedule. Each contractor shall coordinate with the Director, SRC to acquire appropriate course materials.

5.2.6.4 In the year that Advanced Studies seminar is already developed, each contractor shall update the seminar for subsequent offerings to ensure it embodies current doctrine and knowledge. Additional DDE preparation instruction is available to each contractor without cost to the Government.

5.2.7 Online Elective (CLIN Exercised at Option of the Government). As required, each contractor shall serve as Course Director and develop or update, teach, and evaluate an online elective to be conducted for approximately six weeks during the months of April and May during the Second Year Studies Program. The class size will average approximately 25 students. The online elective provides students with instruction in a specialized strategic subject which builds on the knowledge gained during the DEP and is either of personal or professional interest to the student. Each contractor shall prepare course material based on the mission of the USAWC, their own individual and academic expertise, and the DDE course production schedule. The online elective is conducted in a format based on the DDE Faculty Instructor Handbook for Online Education and on guidance from the DDE Department Chair, Electives Director, the Year Group Director, very similar to current DDE online Core Courses. The evaluative requirements for the online elective may include some combination of a written paper, examination, or online forum.

5.2.7.1 When preparing the online elective for the first offering (development), each contractor shall participate in up to four hours of instruction, provided by DDE Leadership, on how to conduct and evaluate an online elective. Each contractor may be required to meet with the Year Group Director or the Director, Electives for up to two meetings (not to exceed two hours per meeting) during the academic year to discuss appropriate topics, format, and resources for the online elective. Each contractor shall ensure that the elective embodies current doctrine and knowledge and will provide academic commentary to enhance student comprehension through supplemental and contrasting perspectives.

5.2.7.2 Each contractor shall develop the elective to meet the milestones in the DDE production schedule. Each contractor shall interact with DDE personnel to record a course author video(s); submit copyright and purchase requests for appropriate course materials; submit instructional commentary, designate reading selections and evaluation requirements to be formatted for online delivery; develop questions for the end-of-course survey; determine the configuration of the LCMS for online forums and the LMS for evaluation of student submissions.

5.2.7.3 Each contractor shall conduct online discussion forums and evaluate all aspects of student performance in the online elective according to paragraphs 5.2.1 through 5.2.3.

5.2.7.4 In the year that the elective is already developed, each contractor shall update the online elective for subsequent offerings to ensure it embodies current doctrine and knowledge. Additional DDE preparation instruction is available to each contractor without cost to the Government.

5.2.8 Strategic Research Requirement (SRR) Guidance: The SRR Program has been expanded over the past year to include three distinctly different writing options for DDE students; those three options are the Program Research Projects (PRP), the Directed Study (DS), and the Integrated Research Project (IRP). Each of these writing options is described in detail in the Handbook, in the Student Catalog, and in the CAD. During April of the Second Year Studies Program, each contractor shall provide an in-depth writing evaluation of up to five SRR options submitted by DEP students.

5.2.8.1 Students engaged in any of the three options will research and write a 5,000-word (minimum) paper that explores a specific research question or a defined strategic problem. Guidance regarding the SRR is published in the USAWC Communicative Arts Directive.

5.2.8.2 Each contractor shall ensure the student follows published deadlines for paper topic, thesis statement, outline, abstract, first draft, and final paper. Each contractor shall monitor and discuss the progress of the project with the student throughout the entire timeline. Each contractor shall evaluate any SRR options according to paragraph 5.2.2. Each contractor shall make personal notification by telephone or email to each student who fails to meet the standard and inform them to complete and re-submit a satisfactory PRP/DS/IRP prior to attendance at SRC.

5.2.8.3 Each contractor shall nominate to the Director, Electives, and the Year Group Director any SRR effort deserving of USAWC research or writing awards according to guidelines published by DDE. If a nominated SRR option is selected for an award, each contractor shall assist the student author with proper editing and formatting for final submission to the U.S. Army War College point of contact.

5.2.9 Meetings. Each year, each contractor shall attend, and participate in, up to of twelve general DDE faculty meetings lasting up to three hours each as designated by

the Second Year Director. These meetings will include the training and after-action reviews conducted for each Core Course. These meetings do not include the faculty training/development meetings and after-action review meetings associated with the FRC and SRC; those will be included in the cost of those resident courses. The meetings will be scheduled monthly although this may vary. Each contractor must specify the title of each meeting that they attended when submitting an invoice. These meetings are not normally used to meet Government training requirements specified by the Contracting Officer.

5.2.10 Faculty Training. During the Base Year and Option Years 1 through 4 of the contracts, each contractor shall attend and participate in up to 48 hours of faculty training provided by DDE, as applicable and available at the government's discretion. This training (as available) will consist of twelve 4-hour periods (4-Base Year, 2 each Option Year 1 through 4) of training and certification and is intended to familiarize each contractor with the organization of DDE; the Adult Learning Model for Distance Education; the USAWC LMS and other applicable software used in communicating with students and evaluating student work; and the specific business practices of the applicable year group directorate within the department. This training may be fulfilled by a combination of resident and distance instruction methodologies.

5.2.11 Guide for Battlefield Staff Rides (OPTIONAL - QUOTE NOT REQUIRED)

Each contractor shall act as a guide for a battlefield staff ride during the summer First Resident Course. A Government representative designated by the DDE Department Chair, must certify each contractor for this function. Qualification requires general American Civil War history for context; detailed knowledge of the campaign, leaders, and the battlefield; and the ability to relate strategic leader competencies and course materials studied by USAWC students to events that occurred on the respective battlefield. Examples of Staff Rides, but not limited to Gettysburg, and Washington D.C.

5.2.11.1 Each contractor shall act as a guide during FRC for an approximately 10-hour scheduled battlefield staff ride. Each contractor shall prepare sufficiently (both academically and through rehearsals on the battlefield) to lead a group consisting of one or two seminars of students and discuss the strategic leader competencies unique to the respective campaign.

5.2.11.2 Each contractor shall act as a guide during the Commandant's National Security Program (CNSP) for an approximately 6-hour scheduled battlefield staff ride to Gettysburg. Each contractor shall prepare sufficiently (both academically and through rehearsals on the battlefield) to lead a group consisting of approximately 40 CNSP guests.

5.2.11.3 Faculty Preparation. Each contractor shall analyze course objectives and curriculum materials and incorporate guidance from the DDE Department Chair, the Year Group Director, and the Staff Ride Director, as each contractor prepares himself to lead students and CNSP guests through the strategic leader competencies unique to the Gettysburg campaign.

5.2.11.4 USAWC graduates must be exposed to the most current Officer Professional Military Education Policy (OPMEP) guidelines and understand the learning objectives outlined in appropriate Joint Professional Military Education (JPME) documents published by the Chair of the Joint Chiefs of Staff. The real-time nature of Distance Education requires dedicated self-study and preparation by each contractor to comply with the JPME requirements in the OPMEP. Each contractor is expected to maintain currency with evolving professional military education requirements through dedicated individual preparation and participation in a program of lifelong learning based on the OPMEP.

5.2.11.5 Each contractor shall attend a faculty training session lasting up to three hours that is conducted by the Director for the Battlefield Staff Rides.

5.2.11.6 During the faculty training session listed in paragraph 5.2.11.5, the Staff Ride Director will specify the learning objectives, timing, format, questions addressed, etc. Each contractor is expected to exercise judgment to accomplish the faculty instructor tasks stated in and ensure achievement of the learning objective.

5.3 Service Contract Reporting. NOT APPLICABLE

PART 6 APPLICABLE PUBLICATIONS

6. Applicable Publications (Current Editions): The following publications, manuals, regulations, etc. are mentioned in this PWS and are listed below.

6.1 The Army Physical Security Program (AR 190-13) (Limited dissemination document)

6.2 Information Assurance Training Certification and Workforce Management Directive (DoDD 8570.01)

6.3 USAWC and/or DDE Academic Curriculum Guidance

6.4 USAWC Communicative Arts Directive and addendum

6.5 Faculty Instructor Handbook for Online Education

6.6 USAWC Academic Programs

6.7 Carlisle Barracks Pam 10-1 (Administrative Policies and Procedures for Students, Faculty, and Staff)

6.8 USAWC Memorandum 623-1, "Student Evaluation, Resident and Distance Education Programs"

6.9 Second Year Studies Schedule

6.10 USAWC DDE Program Calendar

**PART 7
ATTACHMENT AND TECHNICAL EXHIBIT LISTING**

7. Attachment and Technical Exhibit List

7.1 Technical Exhibit A – Performance Requirements Summary

7.2 Technical Exhibit B – Deliverables Schedule

7.3 Attachment 1 – Key Personnel Qualifications

**TECHNICAL EXHIBIT A
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

PERFORMANCE OBJECTIVE	STANDARD	ACCEPTABLE QUALITY LEVELS (AQLs)	METHOD OF SURVEILLANCE
<p>PRS#1 - PWS para (5.2.1)</p> <p>The contractor shall instruct students and evaluate student progress during the 4 Online Core Courses.</p> <p>The contractor shall provide constructive comments evaluating & assessing student performance in each individual evaluation requirement.</p>	<p>Evaluation comments due 10 days from conclusion of course.</p>	<p>100% Compliance</p>	<p>Random Sampling</p> <p>Customer Feedback</p>
<p>PRS#2 - PWS para (5.2.2)</p> <p>The contractor shall evaluate written student submittals from their seminars and provide feedback on each submission.</p>	<p>Evaluation comments due 10 days from date of submission.</p>	<p>100% Compliance</p>	<p>Random Sampling</p> <p>Customer Feedback</p>
<p>PRS#3 - PWS para (5.2.3)</p> <p>The contractor shall conduct & evaluate discussions/exercises online forums for each assigned seminar.</p> <p>The contractor shall evaluate student performance in each individual evaluation requirement.</p>	<p>Evaluation comments due 10 days from conclusion of the Forum</p>	<p>100% Compliance</p>	<p>Random Sampling</p> <p>Customer Feedback</p>
<p>PRS#4 - PWS para (5.2.5)</p> <p>The contractor shall provide in-resident instruction to students during First Resident Course, evaluate student performance and document evaluation.</p>	<p>Evaluation comments due 10 days from conclusion of course.</p>	<p>100% Compliance</p>	<p>100% Inspection</p>

PERFORMANCE OBJECTIVE	STANDARD	ACCEPTABLE QUALITY LEVELS (AQLs)	METHOD OF SURVEILLANCE
<p>PRS#5 - PWS para (5.2.4)</p> <p>The contractor shall provide in-resident Instruction to students during Second Resident Course, prepare Academic Evaluation Reports (AERs) covering entire DEP, evaluate student performance and document evaluation.</p>	<p>Evaluation comments due 10 days from conclusion of course.</p>	<p>100% Compliance</p>	<p>100% Inspection</p>
<p>PRS#6 - PWS para (5.2.6)</p> <p>The contractor shall attend and participate in DDE meetings as required by Leadership.</p>	<p>All meetings attended</p>	<p>100% Compliance</p>	<p>100% Inspection</p>

**TECHNICAL EXHIBIT B
DELIVERABLES SCHEDULE**

<u>Deliverable</u>	<u>Frequency</u>	<u>Medium</u>	<u>Submit To</u>
Deliverable 1: PWS 1.7.2.1 Personnel Data for CAC Card(s)	Within 5 days of contract award (or employee hire)	<i>Encrypted</i> email	COR
Deliverable 2: PWS 1.11 Contract Manager & Alternate names	Within 5 days from contract award	Email	COR
Deliverable 3: PWS 1.23.1 Anti-Terrorism (AT) 'Level I' Certificates	Training completed within 30 days of contract award (or employee hire); certificate sent within 5 days of training completion. Refresher training to be taken every 12 months thereafter.	Email	COR
Deliverable 4: PWS 1.23.2 iWatch Training Certificates	Training completed within 30 days of contract award (or employee hire); certificate sent within 5 days of training completion.	Email	COR
Deliverable 5: PWS 1.23.3 OPSEC Training Certificates	Training completed within 30 days of contract award (or employee hire); certificate sent within 5 days of training completion. Refresher training to be taken every 12 months thereafter.	Email	COR
Deliverable 6: PWS 1.23.4.1 Information Assurance (IA) Training Certificates	Training completed within 30 days of contract award (or employee hire); certificate sent within 5 days of training completion. Refresher training to be taken every 12 months thereafter.	Email	COR

ATTACHMENT 1 KEY PERSONNEL QUALIFICATIONS

The Government shall evaluate the offer in accordance with Full-Trade Off evaluation procedures in accordance with FAR 15.101-1 using the below qualifications. Documentation of evidence of meeting qualifications may be, but not necessarily limited to, Resume, Curriculum Vitae, Writing Samples, Samples of published documents, etc. Stating that an individual meets a requirement, without supporting documentation (e.g., resume), is insufficient and may cause the offer to be rejected.

This is a solicitation for TWO (2) positions on a single contract. Any offer with less than two (2) individuals will NOT be accepted.

Positions are a single individual or a team of no more than two (2). If submitting a team, the score of the lesser qualified individual for each Subfactor will be the score for the team.

During execution of this contract, if the evaluated individual(s) who is/are actually performing work needs to be excused from work, individuals must be presented to the COR and KO IAW PWS 1.11 for evaluation. Individuals chosen to replace must present equal or greater qualifications as the individuals presented at the time of the award.

Subfactor 1: Military Education.

Acceptable: Candidate must possess a Senior Level College education from a Senior Service College, or a Department of Defense accredited Senior Service College Distance Education Program

Good: Candidate possesses a Joint Professional Military Education Phase II qualification

Outstanding: Candidate is a Fully Joint Qualified officer (JQO)

Subfactor 2: Education.

Acceptable: Candidate must possess a minimum of a master's degree from an accredited graduate degree granting institution in a discipline relevant to a major field of study within the U. S. Army War College as listed below:

- a) Strategic Leadership and Ethics
- b) National Security Policy and Strategy
- c) Theory of War
- d) Military History
- e) Elements of National Power (Diplomacy, Information, Military, and Economics)
- f) Civil-Military Relations
- g) Military Strategy, Operational Art, and Planning
- h) Materiel Acquisition, Force Development, Human and Fiscal Resources
- i) Joint Military Doctrine

Good: Candidate possesses multiple master's degrees from accredited graduate degree granting institutions in disciplines relevant to a major field of study within the USAWC as found above **or** other teaching experience, teaching awards, teaching citations, service awards and/or academic promotion.

Outstanding: In addition to the foregoing, candidate will have a PhD in a national security related discipline, as cited above, multiple years of teaching experience at a Senior Service College, (or other accredited, degree-granting institution of higher learning).

Subfactor 3: Experience.

Acceptable: Candidate must have a minimum of 3 years' experience as a faculty instructor at either a Senior Service College or an accredited graduate degree granting institution teaching graduate level courses. Faculty experience shall be in one of the major fields of studies listed in paragraph 2. Experience must have occurred within the last 5 years as reflected on a curriculum vitae, professional resume, and/or similar documents.

Subfactor 4: Learning Management Systems.

Acceptable: Experienced in the use of a Learning Management System (LMS) recognized in the academic community. Each contractor must be knowledgeable in concepts of adult learning, Bloom's Taxonomy, Seminar Discourse, Seminar Team Building, and Reflective Learning.

Subfactor 5: Relevant Skills & Expertise in basic computer skills.

Acceptable: Include, but not limited to:

- Microsoft 365 (i.e., Word, Outlook, Power Point, SharePoint Portal), Microsoft Teams, basic writing and editing skills, search/create folders, computer terminology, basic troubleshooting of login and connectivity issues.
- Able to perform word processing and data entry tasks associated with evaluating and electronically annotating student submissions and recording correspondence and conversations in the LMS database.
- Experienced (or able to be trained on site) in the use of visual and automation technology in the individual seminar rooms at Carlisle Barracks (at no additional cost to the government).

Subfactor 6: Battlefield Staff Guide. (Required only if quoting for the associated CLINS)

Acceptable: Requires General American Civil War history for context; specific knowledge of Gettysburg and Washington, D.C.; detailed knowledge of the campaign, leaders, and the battlefield; and the ability to relate strategic leader competencies and course materials studied by USAWC students to events that occurred on the respective battlefield.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CORE COURSE AND WRITTEN REQUIREMENT FFP	8	Sessions		
	CORE COURSE AND WRITTEN REQUIREMENT IAW PWS 5.2.1 & 5.2.2. 4 SESSIONS PER INSTRUCTOR.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0011943975				
	PSC CD: U008				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FORUMS FFP FORUMS IAW PWS 5.2.3. 4 SESSIONS PER INSTRUCTOR. FOB: Destination PURCHASE REQUEST NUMBER: 0011943975 PSC CD: U008	8	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	FIRST RESIDENT COURSE FFP FIRST RESIDENT COURSE IAW PWS 5.2.4. 1 SESSION PER INSTRUCTOR. FOB: Destination PURCHASE REQUEST NUMBER: 0011943975 PSC CD: U008	2	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	SECOND RESIDENT COURSE FFP PLACE HOLDER CLIN- TASK NOT COMPLETED IN BASE YEAR				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	ADVANCED STUDIES FFP PLACE HOLDER CLIN- TASKS NOT COMPLETED IN BASE YEAR				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	ONLINE ELECTIVE FFP ONLINE ELECTIVE IAW PWS 5.2.7. 1 SESSION PER INSTRUCTOR. FOB: Destination PURCHASE REQUEST NUMBER: 0011943975 PSC CD: U008	2	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	STRATEGIC RESEARCH PROJECT FFP STRATEGIC RESEARCH PROJECT IAW PWS 5.2.8. 5 SESSIONS PER INSTRUCTOR. MAY BE FULLY, PARTIALLY, OR REMAIN UNFUNDED AT THE OPTION OF THE GOVERNMENT, REGARDLESS OF EXERCISE STATUS. FOB: Destination PURCHASE REQUEST NUMBER: 0011943975 PSC CD: U008	10	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	MEETINGS FFP MEETINGS IAW PWS 5.2.9. 12 SESSIONS PER INSTRUCTOR FOB: Destination PURCHASE REQUEST NUMBER: 0011943975 PSC CD: U008	24	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	TRAININGS FFP TRAININGS IAW PWS 5.2.10. 4 SESSIONS PER INSTRUCTOR. FOB: Destination PURCHASE REQUEST NUMBER: 0011943975 PSC CD: U008	8	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	BATTLEFIELD STAFF RIDE (OPTIONAL QUOTE) FFP BATTLEFIELD STAFF RIDE PWS 5.2.11. QUOTING FOR THIS ITEM IS OPTIONAL- NOT REQUIRED FOR AWARD. 1 SESSION PER INSTRUCTOR. MAY BE FULLY, PARTIALLY, OR REMAIN UNFUNDED AT THE OPTION OF THE GOVERNMENT, REGARDLESS OF EXERCISE STATUS. FOB: Destination PURCHASE REQUEST NUMBER: 0011943975 PSC CD: U008	2	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		8	Sessions		
OPTION	CORE COURSE AND WRITTEN REQUIREMENT FFP CORE COURSE AND WRITTEN REQUIREMENT IAW PWS 5.2.1 & 5.2.2. 4 SESSIONS PER INSTRUCTOR. FOB: Destination PURCHASE REQUEST NUMBER: 0011946322-0001 PSC CD: U008				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		8	Sessions		
OPTION	FORUMS FFP FORUMS IAW PWS 5.2.3. 4 SESSIONS PER INSTRUCTOR. FOB: Destination PURCHASE REQUEST NUMBER: 0011946322-0001 PSC CD: U008				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		2	Sessions		
OPTION	FIRST RESIDENT COURSE FFP FIRST RESIDENT COURSE IAW PWS 5.2.4. 1 SESSION PER INSTRUCTOR. FOB: Destination PURCHASE REQUEST NUMBER: 0011946322-0001 PSC CD: U008				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		2	Sessions		
OPTION	SECOND RESIDENT COURSE FFP SECOND RESIDENT COURSE IAW PWS 5.2.5. 1 SESSION PER INSTRUCTOR. FOB: Destination PURCHASE REQUEST NUMBER: 0011946322-0001 PSC CD: U008				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005 OPTION	ADVANCED STUDIES FFP ADVANCED STUDIES (OPTIONAL CLIN) IAW PWS 5.2.6. 1 SESSION PER INSTRUCTOR. MAY BE FULLY, PARTIALLY, OR REMAIN UNFUNDED AT THE OPTION OF THE GOVERNMENT, REGARDLESS OF EXERCISE STATUS. FOB: Destination PURCHASE REQUEST NUMBER: 0011946322-0001 PSC CD: U008	2	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006 OPTION	ONLINE ELECTIVE FFP ONLINE ELECTIVE IAW PWS 5.2.7. 1 SESSION PER INSTRUCTOR. FOB: Destination PURCHASE REQUEST NUMBER: 0011946322-0001 PSC CD: U008	2	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007		10	Sessions		
OPTION	STRATEGIC RESEARCH PROJECT				
	FFP				
	STRATEGIC RESEARCH PROJECT IAW PWS 5.2.8. 5 SESSIONS PER INSTRUCTOR. MAY BE FULLY, PARTIALLY, OR REMAIN UNFUNDED AT THE OPTION OF THE GOVERNMENT, REGARDLESS OF EXERCISE STATUS.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0011946322-0001				
	PSC CD: U008				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008		24	Sessions		
OPTION	MEETINGS				
	FFP				
	MEETINGS IAW PWS 5.2.9. 12 SESSIONS PER INSTRUCTOR				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0011946322-0001				
	PSC CD: U008				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009 OPTION	TRAININGS FFP TRAININGS IAW PWS 5.2.10. 2 SESSIONS PER INSTRUCTOR. FOB: Destination PURCHASE REQUEST NUMBER: 0011946322-0001 PSC CD: U008	4	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010 OPTION	BATTLEFIELD STAFF RIDE (OPTIONAL QUOTE) FFP BATTLEFIELD STAFF RIDE PWS 5.2.11. QUOTING FOR THIS ITEM IS OPTIONAL- NOT REQUIRED FOR AWARD. 2 SESSIONS PER INSTRUCTOR. MAY BE FULLY, PARTIALLY, OR REMAIN UNFUNDED AT THE OPTION OF THE GOVERNMENT, REGARDLESS OF EXERCISE STATUS. FOB: Destination PURCHASE REQUEST NUMBER: 0011946322-0001 PSC CD: U008	4	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		8	Sessions		
OPTION	CORE COURSE AND WRITTEN REQUIREMENT FFP				
	CORE COURSE AND WRITTEN REQUIREMENT IAW PWS 5.2.1 & 5.2.2. 4 SESSIONS PER INSTRUCTOR.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0011946323-0001				
	PSC CD: U008				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		8	Sessions		
OPTION	FORUMS				
	FFP				
	FORUMS IAW PWS 5.2.3. 4 SESSIONS PER INSTRUCTOR.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0011946323-0001				
	PSC CD: U008				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		2	Sessions		
OPTION	FIRST RESIDENT COURSE FFP FIRST RESIDENT COURSE IAW PWS 5.2.4. 1 SESSION PER INSTRUCTOR. FOB: Destination PURCHASE REQUEST NUMBER: 0011946323-0001 PSC CD: U008				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004		2	Sessions		
OPTION	SECOND RESIDENT COURSE FFP SECOND RESIDENT COURSE IAW PWS 5.2.5. 1 SESSION PER INSTRUCTOR. FOB: Destination PURCHASE REQUEST NUMBER: 0011946323-0001 PSC CD: U008				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 OPTION	ADVANCED STUDIES FFP ADVANCED STUDIES (OPTIONAL CLIN) IAW PWS 5.2.6. 1 SESSION PER INSTRUCTOR. MAY BE FULLY, PARTIALLY, OR REMAIN UNFUNDED AT THE OPTION OF THE GOVERNMENT, REGARDLESS OF EXERCISE STATUS. FOB: Destination PURCHASE REQUEST NUMBER: 0011946323-0001 PSC CD: U008	2	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006 OPTION	ONLINE ELECTIVE FFP ONLINE ELECTIVE IAW PWS 5.2.7. 1 SESSION PER INSTRUCTOR. FOB: Destination PURCHASE REQUEST NUMBER: 0011946323-0001 PSC CD: U008	2	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007 OPTION	STRATEGIC RESEARCH PROJECT FFP STRATEGIC RESEARCH PROJECT IAW PWS 5.2.8. 5 SESSIONS PER INSTRUCTOR. MAY BE FULLY, PARTIALLY, OR REMAIN UNFUNDED AT THE OPTION OF THE GOVERNMENT, REGARDLESS OF EXERCISE STATUS. FOB: Destination PURCHASE REQUEST NUMBER: 0011946323-0001 PSC CD: U008	10	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008 OPTION	MEETINGS FFP MEETINGS IAW PWS 5.2.9. 12 SESSIONS PER INSTRUCTOR FOB: Destination PURCHASE REQUEST NUMBER: 0011946323-0001 PSC CD: U008	24	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009 OPTION	TRAININGS FFP TRAININGS IAW PWS 5.2.10. 2 SESSIONS PER INSTRUCTOR. FOB: Destination PURCHASE REQUEST NUMBER: 0011946323-0001 PSC CD: U008	4	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010 OPTION	BATTLEFIELD STAFF RIDE (OPTIONAL QUOTE) FFP BATTLEFIELD STAFF RIDE PWS 5.2.11. QUOTING FOR THIS ITEM IS OPTIONAL- NOT REQUIRED FOR AWARD. 2 SESSIONS PER INSTRUCTOR. MAY BE FULLY, PARTIALLY, OR REMAIN UNFUNDED AT THE OPTION OF THE GOVERNMENT, REGARDLESS OF EXERCISE STATUS. FOB: Destination PURCHASE REQUEST NUMBER: 0011946323-0001 PSC CD: U008	4	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		8	Sessions		
OPTION	CORE COURSE AND WRITTEN REQUIREMENT FFP CORE COURSE AND WRITTEN REQUIREMENT IAW PWS 5.2.1 & 5.2.2. 4 SESSIONS PER INSTRUCTOR. FOB: Destination PURCHASE REQUEST NUMBER: 0011946326 PSC CD: U008				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		8	Sessions		
OPTION	FORUMS FFP FORUMS IAW PWS 5.2.3. 4 SESSIONS PER INSTRUCTOR. FOB: Destination PURCHASE REQUEST NUMBER: 0011946326 PSC CD: U008				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003	FIRST RESIDENT COURSE	2	Sessions		
OPTION	FFP FIRST RESIDENT COURSE IAW PWS 5.2.4. 1 SESSION PER INSTRUCTOR. FOB: Destination PURCHASE REQUEST NUMBER: 0011946326 PSC CD: U008				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004	SECOND RESIDENT COURSE	2	Sessions		
OPTION	FFP SECOND RESIDENT COURSE IAW PWS 5.2.5. 1 SESSION PER INSTRUCTOR. FOB: Destination PURCHASE REQUEST NUMBER: 0011946326 PSC CD: U008				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005 OPTION	ADVANCED STUDIES FFP ADVANCED STUDIES (OPTIONAL CLIN) IAW PWS 5.2.6. 1 SESSION PER INSTRUCTOR. MAY BE FULLY, PARTIALLY, OR REMAIN UNFUNDED AT THE OPTION OF THE GOVERNMENT, REGARDLESS OF EXERCISE STATUS. FOB: Destination PURCHASE REQUEST NUMBER: 0011946326 PSC CD: U008	2	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006 OPTION	ONLINE ELECTIVE FFP ONLINE ELECTIVE IAW PWS 5.2.7. 1 SESSION PER INSTRUCTOR. FOB: Destination PURCHASE REQUEST NUMBER: 0011946326 PSC CD: U008	2	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007 OPTION	STRATEGIC RESEARCH PROJECT FFP STRATEGIC RESEARCH PROJECT IAW PWS 5.2.8. 5 SESSIONS PER INSTRUCTOR. MAY BE FULLY, PARTIALLY, OR REMAIN UNFUNDED AT THE OPTION OF THE GOVERNMENT, REGARDLESS OF EXERCISE STATUS. FOB: Destination PURCHASE REQUEST NUMBER: 0011946326 PSC CD: U008	10	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008 OPTION	MEETINGS FFP MEETINGS IAW PWS 5.2.9. 12 SESSIONS PER INSTRUCTOR FOB: Destination PURCHASE REQUEST NUMBER: 0011946326 PSC CD: U008	24	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009 OPTION	TRAININGS FFP TRAININGS IAW PWS 5.2.10. 2 SESSIONS PER INSTRUCTOR. FOB: Destination PURCHASE REQUEST NUMBER: 0011946326 PSC CD: U008	4	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010 OPTION	BATTLEFIELD STAFF RIDE (OPTIONAL QUOTE) FFP BATTLEFIELD STAFF RIDE PWS 5.2.11. QUOTING FOR THIS ITEM IS OPTIONAL- NOT REQUIRED FOR AWARD. 2 SESSIONS PER INSTRUCTOR. MAY BE FULLY, PARTIALLY, OR REMAIN UNFUNDED AT THE OPTION OF THE GOVERNMENT, REGARDLESS OF EXERCISE STATUS. FOB: Destination PURCHASE REQUEST NUMBER: 0011946326 PSC CD: U008	4	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		8	Sessions		
OPTION	CORE COURSE AND WRITTEN REQUIREMENT FFP CORE COURSE AND WRITTEN REQUIREMENT IAW PWS 5.2.1 & 5.2.2. 4 SESSIONS PER INSTRUCTOR. FOB: Destination PURCHASE REQUEST NUMBER: 0011946327 PSC CD: U008				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		8	Sessions		
OPTION	FORUMS FFP FORUMS IAW PWS 5.2.3. 4 SESSIONS PER INSTRUCTOR. FOB: Destination PURCHASE REQUEST NUMBER: 0011946327 PSC CD: U008				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003		2	Sessions		
OPTION	FIRST RESIDENT COURSE FFP FIRST RESIDENT COURSE IAW PWS 5.2.4. 1 SESSION PER INSTRUCTOR. FOB: Destination PURCHASE REQUEST NUMBER: 0011946327 PSC CD: U008				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004		2	Sessions		
OPTION	SECOND RESIDENT COURSE FFP SECOND RESIDENT COURSE IAW PWS 5.2.5. 1 SESSION PER INSTRUCTOR. FOB: Destination PURCHASE REQUEST NUMBER: 0011946327 PSC CD: U008				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005 OPTION	ADVANCED STUDIES FFP ADVANCED STUDIES (OPTIONAL CLIN) IAW PWS 5.2.6. 1 SESSION PER INSTRUCTOR. MAY BE FULLY, PARTIALLY, OR REMAIN UNFUNDED AT THE OPTION OF THE GOVERNMENT, REGARDLESS OF EXERCISE STATUS. FOB: Destination PURCHASE REQUEST NUMBER: 0011946327 PSC CD: U008	2	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006 OPTION	ONLINE ELECTIVE FFP ONLINE ELECTIVE IAW PWS 5.2.7. 1 SESSION PER INSTRUCTOR. FOB: Destination PURCHASE REQUEST NUMBER: 0011946327 PSC CD: U008	2	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007 OPTION	STRATEGIC RESEARCH PROJECT FFP STRATEGIC RESEARCH PROJECT IAW PWS 5.2.8. 5 SESSIONS PER INSTRUCTOR. MAY BE FULLY, PARTIALLY, OR REMAIN UNFUNDED AT THE OPTION OF THE GOVERNMENT, REGARDLESS OF EXERCISE STATUS. FOB: Destination PURCHASE REQUEST NUMBER: 0011946327 PSC CD: U008	10	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008 OPTION	MEETINGS FFP MEETINGS IAW PWS 5.2.9. 12 SESSIONS PER INSTRUCTOR FOB: Destination PURCHASE REQUEST NUMBER: 0011946327 PSC CD: U008	24	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009	TRAININGS	4	Sessions		
OPTION	FFP TRAININGS IAW PWS 5.2.10. 2 SESSIONS PER INSTRUCTOR. FOB: Destination PURCHASE REQUEST NUMBER: 0011946327 PSC CD: U008				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010	BATTLEFIELD STAFF RIDE (OPTIONAL QUOTE)	4	Sessions		
OPTION	FFP BATTLEFIELD STAFF RIDE PWS 5.2.11. QUOTING FOR THIS ITEM IS OPTIONAL- NOT REQUIRED FOR AWARD. 2 SESSIONS PER INSTRUCTOR. MAY BE FULLY, PARTIALLY, OR REMAIN UNFUNDED AT THE OPTION OF THE GOVERNMENT, REGARDLESS OF EXERCISE STATUS. FOB: Destination PURCHASE REQUEST NUMBER: 0011946327 PSC CD: U008				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5004 OPTION	SECOND RESIDENT COURSE FFP SECOND RESIDENT COURSE IAW PWS 5.2.5. 1 SESSION PER INSTRUCTOR. FOB: Destination PURCHASE REQUEST NUMBER: 0011946328 PSC CD: U008	2	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5005 OPTION	ADVANCED STUDIES FFP ADVANCED STUDIES (OPTIONAL CLIN) IAW PWS 5.2.6. 1 SESSION PER INSTRUCTOR. MAY BE FULLY, PARTIALLY, OR REMAIN UNFUNDED AT THE OPTION OF THE GOVERNMENT, REGARDLESS OF EXERCISE STATUS. FOB: Destination PURCHASE REQUEST NUMBER: 0011946328 PSC CD: U008	2	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5010	BATTLEFIELD STAFF RIDE (OPTIONAL QUOTE)	4	Sessions		
OPTION	FFP BATTLEFIELD STAFF RIDE PWS 5.2.11. QUOTING FOR THIS ITEM IS OPTIONAL- NOT REQUIRED FOR AWARD. 2 SESSIONS PER INSTRUCTOR. MAY BE FULLY, PARTIALLY, OR REMAIN UNFUNDED AT THE OPTION OF THE GOVERNMENT, REGARDLESS OF EXERCISE STATUS. FOB: Destination PURCHASE REQUEST NUMBER: 0011946328 PSC CD: U008				

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
1009	Destination	Government	Destination	Government
1010	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government

2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government
2009	Destination	Government	Destination	Government
2010	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
3007	Destination	Government	Destination	Government
3008	Destination	Government	Destination	Government
3009	Destination	Government	Destination	Government
3010	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	Destination	Government	Destination	Government
4007	Destination	Government	Destination	Government
4008	Destination	Government	Destination	Government
4009	Destination	Government	Destination	Government
4010	Destination	Government	Destination	Government
5004	Destination	Government	Destination	Government
5005	Destination	Government	Destination	Government
5010	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-JUN-2023 TO 31-MAY-2024	N/A	W25BDX DDE USAWC 122 FORBES AVE CARLISLE BARRACKS PA 17013 (717) 245-3582 FOB: Destination	W25BDX
0002	POP 01-JUN-2023 TO 31-MAY-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
0003	POP 01-JUN-2023 TO 31-MAY-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
0004	N/A	N/A	N/A	N/A

0005	N/A	N/A	N/A	N/A
0006	POP 01-JUN-2023 TO 31-MAY-2024	N/A	W25BDX DDE USAWC 122 FORBES AVE CARLISLE BARRACKS PA 17013 (717) 245-3582 FOB: Destination	W25BDX
0007	POP 01-JUN-2023 TO 31-MAY-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
0008	POP 01-JUN-2023 TO 31-MAY-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
0009	POP 01-JUN-2023 TO 31-MAY-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
0010	POP 01-JUN-2023 TO 31-MAY-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
1001	POP 01-JUN-2024 TO 31-MAY-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
1002	POP 01-JUN-2024 TO 31-MAY-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
1003	POP 01-JUN-2024 TO 31-MAY-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
1004	POP 01-JUN-2024 TO 31-MAY-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
1005	POP 01-JUN-2024 TO 31-MAY-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
1006	POP 01-JUN-2024 TO 31-MAY-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
1007	POP 01-JUN-2024 TO 31-MAY-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
1008	POP 01-JUN-2024 TO 31-MAY-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
1009	POP 01-JUN-2024 TO 31-MAY-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
1010	POP 01-JUN-2024 TO 31-MAY-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
2001	POP 01-JUN-2025 TO 31-MAY-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX

2002	POP 01-JUN-2025 TO 31-MAY-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
2003	POP 01-JUN-2025 TO 31-MAY-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
2004	POP 01-JUN-2025 TO 31-MAY-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
2005	POP 01-JUN-2025 TO 31-MAY-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
2006	POP 01-JUN-2025 TO 31-MAY-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
2007	POP 01-JUN-2025 TO 31-MAY-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
2008	POP 01-JUN-2025 TO 31-MAY-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
2009	POP 01-JUN-2025 TO 31-MAY-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
2010	POP 01-JUN-2025 TO 31-MAY-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
3001	POP 01-JUN-2026 TO 31-MAY-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
3002	POP 01-JUN-2026 TO 31-MAY-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
3003	POP 01-JUN-2026 TO 31-MAY-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
3004	POP 01-JUN-2026 TO 31-MAY-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
3005	POP 01-JUN-2026 TO 31-MAY-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
3006	POP 01-JUN-2026 TO 31-MAY-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
3007	POP 01-JUN-2026 TO 31-MAY-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
3008	POP 01-JUN-2026 TO 31-MAY-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
3009	POP 01-JUN-2026 TO 31-MAY-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX

3010	POP 01-JUN-2026 TO 31-MAY-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
4001	POP 01-JUN-2027 TO 31-MAY-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
4002	POP 01-JUN-2027 TO 31-MAY-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
4003	POP 01-JUN-2027 TO 31-MAY-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
4004	POP 01-JUN-2027 TO 31-MAY-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
4005	POP 01-JUN-2027 TO 31-MAY-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
4006	POP 01-JUN-2027 TO 31-MAY-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
4007	POP 01-JUN-2027 TO 31-MAY-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
4008	POP 01-JUN-2027 TO 31-MAY-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
4009	POP 01-JUN-2027 TO 31-MAY-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
4010	POP 01-JUN-2027 TO 31-MAY-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
5004	POP 01-JUN-2028 TO 31-JUL-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
5005	POP 01-JUN-2028 TO 31-JUL-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
5010	POP 01-JUN-2028 TO 31-JUL-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.204-7	System for Award Management	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020

52.204-22	Alternative Line Item Proposal	JAN 2017
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	MAR 2023
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.217-5	Evaluation Of Options	JUL 1990
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7004	Antiterrorism Awareness Training for Contractors	JAN 2023
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7022	Expediting Contract Closeout	MAY 2021
252.215-7007	Notice of Intent to Resolicit	JUN 2012
252.215-7008	Only One Offer	DEC 2022
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	JAN 2023
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7006	Wide Area WorkFlow Payment Instructions	JAN 2023
252.232-7007	Limitation Of Government's Obligation	APR 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

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 and 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) Representations. The Offeror represents that--

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

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [___] does, [___] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

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

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

~~_____ (Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.)~~

~~Technical and past performance, when combined, are _____. (Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.)~~

See "212-1 and 212-2 DDE 2nd Yr 23-28.docx"

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022) ALTERNATE I (OCT 2014)

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

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

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

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

certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

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

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

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

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

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

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

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

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

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are

defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

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

"Sensitive technology"--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern"--

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in 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.

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

___ Black American.

___ Hispanic American.

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

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

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

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

(d) Certifications and 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 Subparts 60-1 and 60-2), or

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.

[List as necessary]

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

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

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

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

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

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

Line Item No.	Country of origin
---	---
---	---
---	---

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

Line Item No.

[List as necessary]

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

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

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

Israeli End Products:

Line Item No.

[List as necessary]

(3) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 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 Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements--Israeli Trade Act":

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

Line Item No.	Country of origin
___	___
___	___
___	___

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

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

Other End Products:

Line Item No.	Country of origin
___	___
___	___
___	___

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

Listed end product	Listed countries of origin
___	___
___	___
___	___

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

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

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

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

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

(2) (___) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

(___) TIN: -----.

(___) TIN has been applied for.

(___) TIN is not required because:

(___) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

(___) Offeror is an agency or instrumentality of a foreign government;

(___) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- (___) Sole proprietorship;
- (___) Partnership;
- (___) Corporate entity (not tax-exempt);
- (___) Corporate entity (tax-exempt);
- (___) Government entity (Federal, State, or local);
- (___) Foreign government;
- (___) International organization per 26 CFR 1.6049-4;
- (___) Other -----.

(5) Common parent.

(___) Offeror is not owned or controlled by a common parent;

(___) Name and TIN of common parent:

Name - ___ .

TIN - ___ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It 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 (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

(1) The Offeror represents that it [] has or [] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

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

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[] Yes or [] No.

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

Highest level owner CAGE code:

Highest level owner legal name:

(Do not use a “doing business as” name)

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

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

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the

authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is [____] is not [____] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [____] is not [____] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [____] is or [____] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____ .

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

(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)

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

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

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

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

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

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

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

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

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

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(viii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

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

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

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

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

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

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

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

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

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

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

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

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

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

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

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 21 days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 21 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 62 months.

(End of clause)

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS--NOTICE AND REPRESENTATION (JUN 2020)

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

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means--

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if--

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that--

(1) It is is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that--I am claiming on the IRS Form W-14 a full exemption, or partial or no exemption [Offeror shall select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then--

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

5152.204-4001 KEY PERSONNEL REQUIREMENTS (MAR 2009) (LOCAL CLAUSE)

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

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

replace personnel with personnel who possess equal, or better, qualifications as the original employee

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

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

(c) The Key Personnel in this contract are as follows: ~~[fill in at time of award]~~ will be named on a separate attachment to this contract.

(End of Clause)

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

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

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

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

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

(End of Clause)