

2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER HE125423Q0010		6. SOLICITATION ISSUE DATE 13-Mar-2023		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KRISHANA M. WRIGHT				b. TELEPHONE NUMBER (No Collect Calls) 571-372-1470		8. OFFER DUE DATE/LOCAL TIME 12:00 PM 13 Apr 2023		
9. ISSUED BY DOD EDUCATION ACTIVITY ATTN: PROCUREMENT DIVISION 4800 MARK CENTER DRIVE SUITE 05F09-02 ALEXANDRIA VA 22350-1400 TEL: FAX:		CODE HE1254		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <u>100</u> % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)		NAICS: 611710 SIZE STANDARD: \$21,000,000		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
15. DELIVER TO SEE INDIVIDUAL DELIVERY ORDERS SEE POINTS OF CONTACT IN THE DELIVERY ORDER VA TEL: PROVIDED ON DELIVERY ORDER FAX:		CODE HE1254		16. ADMINISTERED BY CODE						
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE		CODE				
TELEPHONE NO.		<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT
		<b>SEE SCHEDULE</b>								
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)						
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			31c. DATE SIGNED			
				TEL: EMAIL:						

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

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

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

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

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	DoDEA Vouchers and Course Name FFP In accordance with the PWS Task 1, Curriculum, Task 2, Credentialing, and Task 3, Professional Learning. Please see Attachment 1, Pricing Sheet for the estimated quantities. NOTE: The minimum and maximum quantities, and contract value for all orders issued against this contract shall not exceed the minimum and maximum quantities, and contract value stated below: MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: 14,655 (Over 5 years) Stated in Attachment 1, Pricing Sheet (Maximum Quantity)				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Credentialing Vouchers - CA I FFP In accordance with (IAW) PWS Section, 2.1, Task 2, SubSection 2.1.2. FOB: Destination U009	1,093	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Credentialing Vouchers - CA II FFP IAW PWS Section, 2.1, Task 2, SubSection 2.1.2. FOB: Destination	144	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Courseware - CA I (Students) FFP IAW PWS Section, 2.1, Task 1, Curriculum, SubSection 2.1.1. FOB: Destination	1,093	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Courseware - CA I (Staff) FFP IAW PWS Section, 2.1, Task 1, Curriculum, SubSection 2.1.1. FOB: Destination	25	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	Courseware - CA II (Students) FFP IAW PWS Section, 2.1, Task 1, Curriculum, SubSection 2.1.1. FOB: Destination	144	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	Courseware - CA II (Staff) FFP IAW PWS Section, 2.1, Task 1, Curriculum, SubSection 2.1.1. FOB: Destination	25	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Professional Learning (PL) (Info) FFP				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	Administrators, Educational Tech & ISS FFP IAW PWS Section, 2.1, Task 3, Professional Learning, 2.1.3 and all it's subsections. FOB: Destination	2	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	Educators FFP IAW PWS Section, 2.1, Task 3, Professional Learning, 2.1.3 and all it's subsections. FOB: Destination	7	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Technical Support FFP FOB: Destination	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	DoDEA Vouchers and Course Name (Info) FFP In accordance with the PWS Task 1, Curriculum, Task 2, Credentialing, and Task 3, Professional Learning. Please see Attachment 1, Pricing Sheet for the estimated quantities. NOTE: The minimum and maximum quantities, and contract value for all orders issued against this contract shall not exceed the minimum and maximum quantities, and contract value stated below: MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: 14,655 (Over 5 years) Stated in Attachment 1, Pricing Sheet (Maximum Quantity)				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA OPTION	Credentialing Vouchers - CA I FFP IAW PWS Section, 2.1, Task 2, Credentialing, SubSection 2.1.2. FOB: Destination	1,168	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB OPTION	Credentialing Vouchers - CA II FFP IAW PWS Section, 2.1, Task 2, Credentialing, SubSection 2.1.2. FOB: Destination	169	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AC OPTION	Courseware - CA I (Students) FFP IAW PWS Section, 2.1, Task 1, Curriculum, SubSection 2.1.1. FOB: Destination	1,168	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AD OPTION	Courseware - CA I (Staff) FFP IAW PWS Section, 2.1, Task 1, Curriculum, SubSection 2.1.1. FOB: Destination	25	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AE OPTION	Courseware - CA II (Students) FFP IAW PWS Section, 2.1, Task 1, Curriculum, SubSection 2.1.1. FOB: Destination	169	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AF	Courseware - CA II (Staff) FFP IAW PWS Section, 2.1, Task 1, Curriculum, SubSection 2.1.1. FOB: Destination	25	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	Professional Learning (PL) (Info) FFP				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AA OPTION	Educators FFP IAW PWS Section, 2.1, Task 3, Professional Learning, 2.1.3 and all it's subsections. FOB: Destination	6	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	Technical Support FFP FOB: Destination	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	DoDEA Vouchers and Course Name (Info) FFP				
	In accordance with the PWS Task 1, Curriculum, Task 2, Credentialing, and Task 3, Professional Learning. Please see Attachment 1, Pricing Sheet for the estimated quantities. NOTE: The minimum and maximum quantities, and contract value for all orders issued against this contract shall not exceed the minimum and maximum quantities, and contract value stated below: MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: 14,655 (Over 5 years) Stated in Attachment 1, Pricing Sheet (Maximum Quantity)				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA	Credentialing Vouchers - CA I	1,243	Each		
OPTION	FFP IAW with PWS Section, 2.1, Task 2, SubSection 2.1.2. FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB OPTION	Credentialing Vouchers - CA II FFP IAW with PWS Section, 2.1, Task 2, SubSection 2.1.2. FOB: Destination	194	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AC OPTION	Courseware - CA I (Students) FFP IAW with PWS Section, 2.1, Task 2, SubSection 2.1.2. FOB: Destination	1,243	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AD OPTION	Courseware - CA I (Staff) FFP IAW with PWS Section, 2.1, Task 2, SubSection 2.1.2. FOB: Destination	26	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AE OPTION	Courseware - CA II (Students) FFP IAW with PWS Section, 2.1, Task 2, SubSection 2.1.2. FOB: Destination	194	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AF OPTION	Courseware - CA II (Staff) FFP IAW with PWS Section, 2.1, Task 2, SubSection 2.1.2. FOB: Destination	26	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	Professional Learning (PL) (Info) FFP				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AA OPTION	Educators FFP IAW PWS Section, 2.1, Task 3, Professional Learning, 2.1.3 and all it's subsections. FOB: Destination	6	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Technical Support FFP FOB: Destination	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	DoDEA Vouchers and Course Name (Info) FFP In accordance with the PWS Task 1, Curriculum, Task 2, Credentialing, and Task 3, Professional Learning. Please see Attachment 1, Pricing Sheet for the estimated quantities. NOTE: The minimum and maximum quantities, and contract value for all orders issued against this contract shall not exceed the minimum and maximum quantities, and contract value stated below: MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: 14,655 (Over 5 years) Stated in Attachment 1, Pricing Sheet (Maximum Quantity)				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AA	Credentialing Vouchers - CA I FFP IAW PWS Section, 2.1, Task 2, Credentialing, SubSection 2.1.2. FOB: Destination	1,318	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AB OPTION	Credentialing Vouchers - CA II FFP IAW PWS Section, 2.1, Task 2, Credentialing, SubSection 2.1.2. FOB: Destination	219	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AC OPTION	Courseware - CA I (Students) FFP IAW PWS Section, 2.1, Task 1, Curriculum, SubSection 2.1.1. FOB: Destination	1,318	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AD OPTION	Courseware - CA I (Staff) FFP IAW PWS Section, 2.1, Task 1, Curriculum, SubSection 2.1.1. FOB: Destination	27	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AE OPTION	Courseware - CA II (Students) FFP IAW PWS Section, 2.1, Task 1, Curriculum, SubSection 2.1.1. FOB: Destination	219	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AF OPTION	Courseware - CA II (Staff) FFP IAW PWS Section, 2.1, Task 1, Curriculum, SubSection 2.1.1. FOB: Destination	27	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002	Professional Learning (PL) (Info) FFP				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AA OPTION	Educators FFP IAW PWS Section, 2.1, Task 3, Professional Learning, 2.1.3 and all it's subsections. FOB: Destination	6	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 OPTION	Technical Support FFP FOB: Destination	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	DoDEA Vouchers and Course Name (Info) FFP In accordance with the PWS Task 1, Curriculum, Task 2, Credentialing, and Task 3, Professional Learning. Please see Attachment 1, Pricing Sheet for the estimated quantities. NOTE: The minimum and maximum quantities, and contract value for all orders issued against this contract shall not exceed the minimum and maximum quantities, and contract value stated below: MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: 14,655 (Over 5 years) Stated in Attachment 1, Pricing Sheet (Maximum Quantity)				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AA OPTION	Credentialing Vouchers - CA I FFP IAW with PWS Section, 2.1, Task 2, SubSection 2.1.2. FOB: Destination	1,393	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AB OPTION	Credentialing Vouchers - CA II FFP IAW with PWS Section, 2.1, Task 2, SubSection 2.1.2. FOB: Destination	244	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AC OPTION	Courseware - CA I (Students) FFP IAW PWS Section, 2.1, Task 1, Curriculum, SubSection 2.1.1. FOB: Destination	1,393	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AD OPTION	Courseware - CA I (Staff) FFP IAW PWS Section, 2.1, Task 1, Curriculum, SubSection 2.1.1. FOB: Destination	28	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AE OPTION	Courseware - CA II (Students) FFP IAW PWS Section, 2.1, Task 1, Curriculum, SubSection 2.1.1. FOB: Destination	244	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AF OPTION	Courseware - CA II (Staff) FFP IAW PWS Section, 2.1, Task 1, Curriculum, SubSection 2.1.1. FOB: Destination	28	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002	Professional Learning (PL) (Info) FFP				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AA OPTION	Educators FFP IAW PWS Section, 2.1, Task 3, 2.1.3 and all it's subsections. FOB: Destination	6	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003 OPTION	Technical Support FFP FOB: Destination	12	Months		

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NET AMT

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A
0001AA	POP 12-JUN-2023 TO 11-JUN-2024	N/A	SEE INDIVIDUAL DELIVERY ORDERS SEE POINTS OF CONTACT IN THE DELIVERY ORDER VA PROVIDED ON DELIVERY ORDER FOB: Destination	HE1254
0001AB	POP 12-JUN-2023 TO 11-JUN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
0001AC	POP 12-JUN-2023 TO 11-JUN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
0001AD	POP 12-JUN-2023 TO 11-JUN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
0001AE	POP 12-JUN-2023 TO 11-JUN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
0001AF	POP 12-JUN-2023 TO 11-JUN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
0002	N/A	N/A	N/A	N/A
0002AA	POP 12-JUN-2023 TO 11-JUN-2024	N/A	SEE INDIVIDUAL DELIVERY ORDERS SEE POINTS OF CONTACT IN THE DELIVERY ORDER VA PROVIDED ON DELIVERY ORDER FOB: Destination	HE1254
0002AB	POP 12-JUN-2023 TO 11-JUN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
0003	POP 12-JUN-2023 TO 11-JUN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
1001	N/A	N/A	N/A	N/A
1001AA	POP 12-JUN-2024 TO 11-JUN-2025	N/A	SEE INDIVIDUAL DELIVERY ORDERS SEE POINTS OF CONTACT IN THE DELIVERY ORDER VA PROVIDED ON DELIVERY ORDER FOB: Destination	HE1254
1001AB	POP 12-JUN-2024 TO 11-JUN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254

1001AC	POP 12-JUN-2024 TO 11-JUN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
1001AD	POP 12-JUN-2024 TO 11-MAY-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
1001AE	POP 12-JUN-2024 TO 11-JUN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
1001AF	POP 12-JUN-2024 TO 11-JUN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
1002	N/A	N/A	N/A	N/A
1002AA	POP 12-JUN-2024 TO 11-JUN-2025	N/A	SEE INDIVIDUAL DELIVERY ORDERS SEE POINTS OF CONTACT IN THE DELIVERY ORDER VA PROVIDED ON DELIVERY ORDER FOB: Destination	HE1254
1003	POP 12-JUN-2024 TO 11-JUN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
2001	N/A	N/A	N/A	N/A
2001AA	POP 12-JUN-2025 TO 11-JUN-2026	N/A	SEE INDIVIDUAL DELIVERY ORDERS SEE POINTS OF CONTACT IN THE DELIVERY ORDER VA PROVIDED ON DELIVERY ORDER FOB: Destination	HE1254
2001AB	POP 12-JUN-2025 TO 11-JUN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
2001AC	POP 12-JUN-2025 TO 11-JUN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
2001AD	POP 12-JUN-2025 TO 11-JUN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
2001AE	POP 12-JUN-2025 TO 11-JUN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
2001AF	POP 12-JUN-2025 TO 11-JUN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
2002	N/A	N/A	N/A	N/A

2002AA	POP 12-JUN-2025 TO 11-JUN-2026	N/A	SEE INDIVIDUAL DELIVERY ORDERS SEE POINTS OF CONTACT IN THE DELIVERY ORDER VA PROVIDED ON DELIVERY ORDER FOB: Destination	HE1254
2003	POP 12-JUN-2025 TO 11-JUN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
3001	N/A	N/A	N/A	N/A
3001AA	POP 12-JUN-2026 TO 11-JUN-2027	N/A	SEE INDIVIDUAL DELIVERY ORDERS SEE POINTS OF CONTACT IN THE DELIVERY ORDER VA PROVIDED ON DELIVERY ORDER FOB: Destination	HE1254
3001AB	POP 12-JUN-2026 TO 11-JUN-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
3001AC	POP 12-JUN-2026 TO 11-JUN-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
3001AD	POP 12-JUN-2026 TO 11-JUN-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
3001AE	POP 12-JUN-2026 TO 11-JUN-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
3001AF	POP 12-JUN-2026 TO 11-JUN-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
3002	N/A	N/A	N/A	N/A
3002AA	POP 12-JUN-2026 TO 11-JUN-2027	N/A	SEE INDIVIDUAL DELIVERY ORDERS SEE POINTS OF CONTACT IN THE DELIVERY ORDER VA PROVIDED ON DELIVERY ORDER FOB: Destination	HE1254
3003	POP 12-JUN-2026 TO 11-JUN-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
4001	N/A	N/A	N/A	N/A
4001AA	POP 12-JUN-2027 TO 11-JUN-2028	N/A	SEE INDIVIDUAL DELIVERY ORDERS SEE POINTS OF CONTACT IN THE DELIVERY ORDER VA PROVIDED ON DELIVERY ORDER FOB: Destination	HE1254

4001AB	POP 12-JUN-2027 TO 11-JUN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
4001AC	POP 12-JUN-2027 TO 11-JUN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
4001AD	POP 12-JUN-2027 TO 11-JUN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
4001AE	POP 12-JUN-2027 TO 11-JUN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
4001AF	POP 12-JUN-2027 TO 11-JUN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
4002	N/A	N/A	N/A	N/A
4002AA	POP 12-JUN-2027 TO 11-JUN-2028	N/A	SEE INDIVIDUAL DELIVERY ORDERS SEE POINTS OF CONTACT IN THE DELIVERY ORDER VA PROVIDED ON DELIVERY ORDER FOB: Destination	HE1254
4003	POP 12-JUN-2027 TO 11-JUN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0001AA	N/A	N/A	N/A	Government
0001AB	N/A	N/A	N/A	Government
0001AC	N/A	N/A	N/A	Government
0001AD	N/A	N/A	N/A	Government
0001AE	N/A	N/A	N/A	Government
0001AF	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	N/A
0002AA	N/A	N/A	N/A	Government
0002AB	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	N/A
1001AA	N/A	N/A	N/A	Government
1001AB	N/A	N/A	N/A	Government
1001AC	N/A	N/A	N/A	Government
1001AD	N/A	N/A	N/A	Government
1001AE	N/A	N/A	N/A	Government
1001AF	N/A	N/A	N/A	Government

1002	N/A	N/A	N/A	N/A
1002AA	N/A	N/A	N/A	Government
1003	N/A	N/A	N/A	Government
2001	N/A	N/A	N/A	N/A
2001AA	N/A	N/A	N/A	Government
2001AB	N/A	N/A	N/A	Government
2001AC	N/A	N/A	N/A	Government
2001AD	N/A	N/A	N/A	Government
2001AE	N/A	N/A	N/A	Government
2001AF	N/A	N/A	N/A	Government
2002	N/A	N/A	N/A	N/A
2002AA	N/A	N/A	N/A	Government
2003	N/A	N/A	N/A	Government
3001	N/A	N/A	N/A	N/A
3001AA	N/A	N/A	N/A	Government
3001AB	N/A	N/A	N/A	Government
3001AC	N/A	N/A	N/A	Government
3001AD	N/A	N/A	N/A	Government
3001AE	N/A	N/A	N/A	Government
3001AF	N/A	N/A	N/A	Government
3002	N/A	N/A	N/A	N/A
3002AA	N/A	N/A	N/A	Government
3003	N/A	N/A	N/A	Government
4001	N/A	N/A	N/A	N/A
4001AA	N/A	N/A	N/A	Government
4001AB	N/A	N/A	N/A	Government
4001AC	N/A	N/A	N/A	Government
4001AD	N/A	N/A	N/A	Government
4001AE	N/A	N/A	N/A	Government
4001AF	N/A	N/A	N/A	Government
4002	N/A	N/A	N/A	N/A
4002AA	N/A	N/A	N/A	Government
4003	N/A	N/A	N/A	Government

## CLAUSES INCORPORATED BY REFERENCE

52.212-4 Contract Terms and Conditions--Commercial Products and DEC 2022  
Commercial Services

## CLAUSES INCORPORATED BY FULL TEXT

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

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

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

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

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

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

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

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

\_\_\_ (5) [Reserved]

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

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

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

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

\_\_\_ (10) [Reserved]

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

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

\_\_\_ (13) [Reserved]

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

- \_\_\_ (ii) Alternate I (MAR 2020) of 52.219-6.
- \_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (MAR 2020) of 52.219-7.
- X (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (NOV 2016) of 52.219-9.
- \_\_\_ (iii) Alternate II (NOV 2016) of 52.219-9.
- \_\_\_ (iv) Alternate III (JUN 2020) of 52.219-9.
- \_\_\_ (v) Alternate IV (SEP 2021) of 52.219-9.
- \_\_\_ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_ (ii) Alternate I (MAR 2020) of 52.219-13.
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- X (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- X (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (OCT 2022) (15 U.S.C. 632(a)(2)).
- X (ii) Alternate I (MAR 2020) of 52.219-28.
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- X (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- X (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).
- \_\_\_ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- X (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- \_\_\_ (ii) Alternate I (FEB 1999) of 52.222-26.
- X (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-35.

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

\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-36.

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

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

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

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

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

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

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

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

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

\_\_\_ (40)(i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.

\_\_\_ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-14.

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

\_\_\_ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-16.

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

\_\_\_ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

\_\_\_ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

\_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.

\_\_\_ (48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

\_\_\_ (ii) Alternate I (OCT 2022) of 52.225-1.

\_\_\_ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_ (ii) Alternate I [Reserved].

\_\_\_ (iii) Alternate II (DEC 2022) of 52.225-3.

\_\_\_ (iv) Alternate III (JAN 2021) of 52.225-3.

\_\_\_ (v) Alternate IV (OCT 2022) of 52.225-3.

\_\_\_ (50) 52.225-5, Trade Agreements (DEC 2022) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

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

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

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

\_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

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

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

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

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

\_\_\_ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

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

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

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

\_\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

\_\_\_\_ (iii) Alternate II (NOV 2021) of 52.247-64.

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

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

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

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

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

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

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

X (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

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

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

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

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

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

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

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

(End of clause)

#### CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.203-18	Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements--Representation	JAN 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
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
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-22	Alternative Line Item Proposal	JAN 2017
52.217-5	Evaluation Of Options	JUL 1990

52.222-19 (Dev)	Child Labor - Cooperation with Authorities and Remedies (DEVIATION 2020-O0019)	DEC 2022
52.224-1	Privacy Act Notification	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-18	Availability Of Funds	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors	MAY 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7037	Validation of Restrictive Markings on Technical Data	APR 2022
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.239-7010	Cloud Computing Services	SEP 2022
252.243-7002	Requests for Equitable Adjustment	DEC 2012

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-18 ORDERING. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **12 June 2023** through **11 June 2028**.

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

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

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

- (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
- (3) If sent electronically, the Government either--
  - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
  - (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **1 unit**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor -
  - (1) Any order for a single item in excess of **14,655**;
  - (2) Any order for a combination of items in excess of **14,655**; or
  - (3) A series of orders from the same ordering office within **5** days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **10** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in

the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **11 June 2028**.

(End of clause)

#### 52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEPT 2019)

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

Denise Blevins  
Department of Defense Education Activity  
4800 Mark Center Drive, Rm. 06E08-03  
Alexandria, VA 22350-1400  
571 372-1401  
[denise.blevins@dodea.edu](mailto:denise.blevins@dodea.edu)

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

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

(End of clause)

#### 52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within **15 days**. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

#### 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(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 30 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 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

Electronic Code of Federal Regulations

[https://www.ecfr.gov/cgi-bin/textidx?SID=437cca29369b383f4ae26b9066e822ee&mc=true&tpl=/ecfrbrowse/Title48/48cfrv1\\_02.tpl#0](https://www.ecfr.gov/cgi-bin/textidx?SID=437cca29369b383f4ae26b9066e822ee&mc=true&tpl=/ecfrbrowse/Title48/48cfrv1_02.tpl#0)

Federal Acquisition Regulation:

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

Defense Federal Acquisition Regulation Supplements (DFARS and Procedures, Guidance, and Information (PGI)

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

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any [DoD FAR Supplement](#) (48 CFR [2](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022)

(a) Definitions.

Basic Assessment means a contractor's self-assessment of the contractor's implementation of NIST SP 800-171 that--

- (1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);
- (2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and
- (3) Results in a confidence level of "Low" in the resulting score, because it is a self-generated score.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

High Assessment means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that--

- (1) Consists of--
  - (i) A review of a contractor's Basic Assessment;
  - (ii) A thorough document review;
  - (iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and
  - (iv) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of "High" in the resulting score.

Medium Assessment means an assessment conducted by the Government that--

- (1) Consists of--
  - (i) A review of a contractor's Basic Assessment;

(ii) A thorough document review; and

(iii) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "Medium" in the resulting score.

(b) **Applicability.** This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) **Requirements.** The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>, if necessary.

(d) **Procedures.** Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) **Basic Assessments.** A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS.

(i) The email shall include the following information:

(A) Version of NIST SP 800-171 against which the assessment was conducted.

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will be achieved
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(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(e) Rebuttals. (1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf)).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

(f) Accessibility.

(1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items (excluding COTS items).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>, for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to [webpmsmh@navy.mil](mailto:webpmsmh@navy.mil) for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

TBD

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

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

TBD

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

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

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

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

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

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	TBD
Issue By DoDAAC	TBD
Admin DoDAAC**	TBD
Inspect By DoDAAC	TBD
Ship To Code	TBD
Ship From Code	TBD
Mark For Code	TBD
Service Approver (DoDAAC)	TBD

Service Acceptor (DoDAAC)	TBD
Accept at Other DoDAAC	TBD
LPO DoDAAC	TBD
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	TBD

(\*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(\*\*Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

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

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

(g) WAWF point of contact.

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

TBD

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

PWS

**CTE Culinary Arts  
Courseware, Credentialing, and Related Support**

**1. General Information and Scope of Work**

1.1 Agency

- 1.1.1 For school year (SY) 2022-23, the Department of Defense Education Activity (DoDEA) will provide PK-12 instruction to approximately 67,000 dependents of military and civilian employees. Student enrollment is based primarily on deployment of military troops worldwide. In the Americas, DoDEA operates 50 schools located in seven states, Puerto Rico, and Cuba. In Europe and the Middle East, DoDEA operates 64 schools located in Germany, England, Netherlands, Belgium,

Spain, Turkey, Bahrain and Italy. In the Pacific, DoDEA operates 45 schools located in Korea, Japan (mainland and Okinawa), and Guam. DoDEA's curriculum, resources and student achievement scores on standardized assessments compare favorably to those of high-performing US public school systems. DoDEA also operates a full time K-12 virtual school option with teaching hubs in each DoDEA region: Americas, Europe, and Pacific. Within that context, the virtual high school is fully accredited.

- 1.1.2 DoDEA also operates 41 high schools, which includes our fully accredited virtual high school. DoDEA has a STY2021-22 high school enrollment of approximately 12,850.

## 1.2 Background

DoDEA has offered Culinary Arts I and II and credentials for many years. DoDEA currently uses *The Culinary Professional*, 3rd Edition (Goodheart-Wilcox) as its textbook and the ServSafe® certifications in Food Handler, Allergens, and Food Manager. The current contract is expiring and must be re-competed.

## 1.3 Scope of Work

DoDEA requires culinary arts digital courseware and related web-based industry-standard certification test vouchers to complement the culinary coursework embedded in our Culinary Arts Career and Technical Education (CTE) Pathway. Multiple contracts may be awarded to ensure a comprehensive instructional program for students, e.g., separate awards for the coursework and vouchers. See the tables below for the estimated units required for each course/line item.

<b>Base Year</b>		
<b>Categories</b>	<b>Units</b>	<b>Comments</b>
Culinary Arts I* - Students	950**	* If there are additional hardware costs, they will need to be added as separate line items.
Culinary Arts I* - Staff	24**	
Culinary Arts II* - Students	125**	
Culinary Arts II* - Staff	7**	
Culinary Arts I Certification Vouchers	950**	
Culinary Arts II Certification Vouchers	120**	
Technical Support	12 Months	
<b>Professional Learning</b>	<b>Sessions</b>	** DoDEA would prefer an enterprise license if it is more cost-effective.
▪ Administrators and Educational Technologists and ISS	1	
▪ Culinary Arts Teachers	6	

## Each Option Year

DoDEA estimates that the number of students taking Culinary Arts I will increase by 75 each year and the number of Culinary Arts I teachers will increase by 1 per year. The number of Culinary Arts II students is expected to increase by 25 per year and the number of Culinary Arts II teachers will increase by 1 per year. The number of professional learning sessions for teachers will remain level at 5 per year.

## 2 Requirements

- 2.1 *Culinary Arts I and II*: The Contractor shall provide culinary arts digital courseware and related web-based industry-standard certification test vouchers to complement the coursework embedded in DoDEA's Culinary Arts Career and Technical Education (CTE) Pathway. The tasks below are to help the Contractor gain a better understanding of the requirements to successfully meet the objective. They are not all inclusive, so the Contractor is expected to develop the total solution to meet all the requirements in accordance with a performance-based approach.

### Supporting Tasks (Objective 1)

- 2.1.1 Task 1, Curriculum—The Contractor shall provide digital courseware that aligns to and prepares students for nationally recognized, industry- standard certifications such as but not limited to food handler, food manager, and food allergens. Each course shall include, at a minimum, the following components/characteristics:
- 1) Customizable content to support the Culinary Arts I and Culinary Arts II competencies, per [https://drive.google.com/drive/folders/1T01RL6wc2YlayF2WJ\\_podDJ9rdtuuG8T?usp=sharing](https://drive.google.com/drive/folders/1T01RL6wc2YlayF2WJ_podDJ9rdtuuG8T?usp=sharing).
  - 2) Customizable content to support face-to-face, virtual, and hybrid instruction.
  - 3) Modular instruction for students that can be adaptable for usage on various devices/platforms.
  - 4) Virtual simulations and/or video lessons to demonstrate culinary concepts. *Note:* If virtual simulation requires specific hardware, the option to purchase hardware shall be included.
  - 5) Instructional practices for teachers to foster student mastery of culinary skills.
  - 6) Up-to-date regulatory information pertaining to the restaurant industry.
  - 7) Variety of recipes and hands-on skill building activities to strengthen knowledge of real-world culinary skills and concepts.
  - 8) Assessments to determine student strengths and weaknesses for industry aligned standards and objectives, including (1) practice tests for national certification exams and (2) aid in helping teachers and students monitor student mastery of core skills and objectives.
  - 9) List of components required for each lesson to include necessary vs. optional equipment and consumables.
  - 10) Option to purchase supplemental student instructional kits for various learning formats if applicable.
- 2.1.2 Task 2, Credentialing: The Contractor shall provide nationally-recognized, industry-standard certification test vouchers for each course. For each course, the certification tests shall be digital, able to be administered within DoDEA schools using local proctors and scored with the score reported to DoDEA within one business day of the student completing the examination. Each voucher shall include two retake opportunities for each student.
- 2.1.3 Task 3, Professional Learning—The Contractor shall provide asynchronous webinars or digital modules for staff. If digital modules are included in the professional learning sessions, they shall be SCORM®-compliant.
- 2.1.3.1 School administrators, education technologists, and selected support personnel require at least one 60-minute asynchronous webinar or digital module providing an overview of the courseware, reporting, and instructional best practices. In the event product updates are issued during the term of the contract, additional materials shall be provided to ensure stakeholder awareness. *Note:* School administrators need to understand the program and gain insight into evaluating teachers and program effectiveness. Education technologists need to understand how to support the teachers in program delivery and instructional best practices.
- 2.1.3.2 Culinary Arts teachers require five sessions lasting 1-3 hours each in the base year and up to five additional sessions in each option year. *Note:* Topics will be determined by DoDEA in consultation with the Contractor and likely include such topics as:
- Using provided courseware solutions to prepare for industry exams.
  - Best practices in teaching Culinary Arts.
  - The modern commercial kitchen.
  - Best practices in teaching front of house skills.
  - Best practices for teaching back of house skills.
  - Regional Cuisine
- 2.1.4 General Requirements—The Contractor shall:
- 2.1.4.1 *Reporting:* Provide the following:

- 1) Multiple web-based reports that can be generated by the teachers, facilitator, and contracting officer's representative (COR).
- 2) Reports by total DoDEA, schools, teacher groups and school groups about student test results, skills, activities, login time, lessons, and activities.
- 3) Summary reports that show the activities/lessons/modules that have been completed for all users.
- 4) Student Progress Reports that show how many times the individual user accessed the courseware, what modules/activities/lessons the user has completed and modules/activities/ lessons in progress.
- 5) Include registered user reports to show how many users are currently registered.

2.1.4.2 *Delivery of Digital Resources*: Deliver web-based materials (such as access codes) three days after receipt of delivery order.

2.1.4.3 *Delivery of Hardware (if required)*: Ship all hardware to the Americas by commercial carrier or USPS and to Europe and the Pacific only by commercial carrier. Delivery orders shall include door-to-door addresses. Provide, upon shipment of materials, a digital shipment notification that includes the following:

- Contract number and delivery order number
- Contract line item number indicating materials and quantities shipped
- Destination and date of shipment
- Shipping carrier name and tracking number of shipment
- Estimated date of arrival of shipment and, if applicable, shipping slip

2.1.4.4 *Technical Support*: The Contractor shall provide industry-standard technical support for its digital resources for the life of the contract via telephone or email within one business day from the initial contact to include but not limited to assisting with service problems, product setup, upgrades, and troubleshooting.

2.1.4.5 *Meetings*: The Contractor shall (1) attend virtual meetings at no additional cost to the Government and (2) provide the medium through which each meeting occurs, record each meeting's minutes. The Contractor shall submit the draft minutes to the COR within two business days of the event and finalize the minutes two business days after receipt of written feedback from the COR. Note: Costs associated with attendance at face-to-face meetings, if any, shall be handled/paid for as stated in the contract.

- 1) Post-Award Conference: Participate in a video- or teleconference with the COR five business days after award IAW FAR Subpart 42.5.
- 2) IT Meeting: Convene a video- or teleconference with DoDEA Information Technology staff ten business days after award, per Technical Exhibit #1.
- 3) Other Post-Award Meetings: Meet with the Contracting Officer (KO), COR, and/or other Agency personnel, as appropriate, to review Contractor performance, as required by DoDEA. The KO may discuss the Agency's view of Contractor performance, and the Contractor shall apprise the Agency of any problems being experienced. The Contractor shall take appropriate action to resolve any outstanding issues the Agency raises.

## 2.2 Performance Standards and Acceptable Quality Levels

2.2.1 Performance Standard: Tasks shall be completed by the required completion date.

2.2.2 Acceptable Quality Level: See PWS 7, Performance Requirement Summary (PRS).

## 3 Constraints

3.1 *Place of Performance*: Work shall be performed at the Contractor's facilities.

### 3.2 *Liaison and Alternate Liaison*—The Contractor shall:

- 3.3.1 Provide a liaison and alternate liaison to be responsible for the performance of work. Their names shall be designated in writing to the Contracting Officer. They shall have full authority to act for the Contractor on all contract matters relating to the daily operation of this contract. Each shall have at least one year of experience working in a similar role.
- 3.3.2 Notify the COR in writing regarding any change in either the liaison's role ten business days in advance of the change. If the liaison or liaison alternate is changed post-award, the replacement shall meet or exceed the qualifications and experience of the person assigned upon contract award.

### 3.3 *Holidays and Hours of Operation*

- 3.3.1 The liaison or alternate liaison shall be available during the hours of 9AM to 3PM Eastern Standard Time (EST), except for Federal holidays and Federal government closures/shutdowns. The following list shows recognized Federal holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.
- 3.3.2 Although there are different time zones within Europe and the Pacific and different hours for specific schools throughout DoDEA, the normal business hours for the regions roughly correspond to the following: Americas, 0700-1500 EST; Europe, 1300-2100 EST; and Pacific, 2000-0400 EST.

### 3.4 *Availability*: The Contractor shall make all resources available for the life of the contract.

### 3.5 *Copyright Dates*: The Contractor shall keep content/courseware current and updated regularly throughout the period of performance, as demonstrated by maintenance of an updated content copyright not to exceed one school year from its current date. For example, an eBook published in January 2020 would be acceptable for the 2020-21 school year and also the 2021-22 school year. It would not, however, be considered current for the 2022-23 school year.

### 3.6 *Anti-Bias, Diversity, and Inclusion*—The Contractor shall provide resources free of age, racial, color, national origin, disabling conditions, sexual, gender, religious, and ethnic bias and present balanced coverage of multi-cultural contributions and representation, where appropriate.

### 3.7 *Privacy*—The Contractor shall:

- 3.7.1 User Accounts: Require, wherever applicable, that individual accounts possess unique usernames and passwords that do not require personally identifiable information (PII) to access online content, i.e., first & last name and any other unique personal information.
- 3.7.2 Contractor Personnel: Ensure personnel assigned to this contract take proper precautions to protect information from disclosure. Collect and/or store all agency-owned or agency-controlled PII in accordance with the relevant requirements of the Privacy Act, 5 U.S.C, which may be found at the following URL: <http://www.archives.gov/about/laws/privacy-act-1974.html>.
- 3.7.3 Privacy Training: Ensure Contractor staff who have access to DoDEA's student, teacher and/or staff personally identifiable information successfully complete the DoD Privacy Act/Personally Identifiable Information (PA/PII) training before gaining access to the data and yearly thereafter. Provide copies of the certificates of completion to the COR which can be audited at any time by the Chief Information Security Officer (CISO) or his/her designee.
- 3.7.4 Privacy Verification: Provide the COR written verification of compliance to the Privacy requirements (listed above) 120 calendar days prior to the expiration of each year's contract option period or annually, as required. *Note*: After reviewing the Contractor's verification, DoDEA reserves the right to ask for further verification data in order for DoDEA to comply with DoD's evolving privacy mandates.

### 3.8 Section 508 Compliance:

- 3.8.1 **Background:** Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use information and communication technology (ICT), to ensure they are accessible to people with disabilities. Federal employees and members of the public who have disabilities must have access to, and use of, information and data that is comparable to people without disabilities.
- 3.8.2 Products, platforms and services delivered as part of this work statement that are ICT, or contain ICT, must conform to the Revised 508 Standards, which are located at 36 C.F.R. § 1194.1 & Apps. A, C & D, and available at <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines>
- 3.9 **Optical Character Resolution (OCR):** The Contractor shall provide, upon request, two digital OCR copies of print materials in one or more of the following five formats: Digital Accessible Information System/National Instructional Materials; Accessibility Standard (NIMAS) with cascading style sheet; HyperText Markup Language (HTML); Portable Document Format (PDF, unlocked, embedded fonts, single page); and Rich Text Format (RTF)/Word document.
- 3.10 **Sharable Content Object Reference Model® (SCORM®) Compliance:** Provide SCORM®-compliant digital modules. *Note:* Department of Defense Instruction (DoDI) 1322.26 mandates digital modules be developed in compliance with the latest possible version of SCORM®, which may be found at the following URL: [https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/132226\\_dodi\\_2017.pdf?ver=2017-10-05-073235-400](https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/132226_dodi_2017.pdf?ver=2017-10-05-073235-400).
- 3.11 **Data:** All data developed as a result of any work awarded under this contract is and shall remain the property of the Government.
- 3.12 **Organizational Conflict of Interest (OCI):** The Contractor (including any subcontractor) personnel performing work under this contract may receive, have access to, or participate in the development of, proprietary or Privacy Act information (e.g., personal information, education, etc.) may create a current or subsequent OCI as defined in FAR Subpart 9.5. Whenever the Contractor becomes aware that such access or participation may result in actual or potential OCI, the Contractor shall (1) immediately notify the Contracting Officer (KO) in writing and (2) promptly submit a plan to the KO to avoid or mitigate any such OCI. *Note:* The KO will unilaterally determine if the Contractor's plan is acceptable. If the KO determines the plan cannot satisfactorily avoid or mitigate an OCI, s/he may implement other remedies to include prohibiting the Contractor's further participation in contracted requirements.
- 4 **Government-Furnished Resources – Not Applicable.**

## 5 Contract Deliverables

Milestone/Deliverable	Word / Excel	Digital Copies	PWS	Planned Frequency
Curriculum	Yes	Yes	2.1.1	Ongoing, three business days after receipt of a delivery order
Credentialing	Yes	Yes	2.1.2	Access, three business days after receipt of a delivery order
Professional Learning	Yes	Yes	2.1.3	Topics provided post-award
Reports	Yes	Yes	2.1.4.1	Ongoing, three business days after receipt of a delivery order
Privacy Training	Yes	Yes	3.7.3	Three business days after receipt of a written request from the COR
Privacy Verification	Yes	Yes	3.7.4	120 calendar days before the end of each year of the contract

## 6 Acronyms and Definitions

<b>DoD/DOD</b>	Department of Defense
<b>DFARS</b>	Defense Federal Acquisition Regulation Supplement
<b>FAR</b>	Federal Acquisition Regulations
<b>PA/PII</b>	Privacy Act/Personally Identifiable Information
<b>SCORM®</b>	Shareable Content Object Reference Model®

**Contract Line Item Number (CLIN)** – Basic structural element in a procurement instrument describing and organizing the required product or service for pricing, delivery, inspection, acceptance, invoicing, and payment. The use of the term “line item” includes “subcontract line number”, (SLIN), as applicable.

**Contracting Officer (KO)** – The only individual with expressed authority to obligate (bind) the Government by means of entering, administering, and terminating contracts within the limits of the authority delegated via a Contracting Officer’s warrant.

**Contracting Officer’s Representative (COR)** – Qualified and trained Government employee, nominated by the requiring activity (RA) and appointed in writing by a KO primarily to perform specific technical or administrative functions on a specific contract(s); serves as the ‘*eyes and ears*’ of a KO to assure the Government’s best interests are protected via the terms and conditions of the contract(s) appointed. COR’s do not have authority to obligate (i.e., bind) the Government.

**Contractor** - Supplier or vendor having a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

**Deliverable** – Usually physically delivered items but may include such items as digital documents/reports.

**Performance Requirements Summary (PRS)** – Tabular listing of performance objectives and standards that provides the basis for a meaningful QASP.

**Performance Work Statement (PWS)** - A statement of work for performance-based acquisitions describing the required results in clear, specific, and objective terms with measurable outcomes.

## 7 Performance Requirement Summary

Performance Objective	Performance Standard	AQL	Inspection Method
Curriculum PWS 2.1.1	100% compliance with the PWS	Access to digital courseware 24/7/365 except during scheduled downtimes	COR inspection and stakeholder feedback
Credentialing PWS 2.1.2	100% compliance with the PWS	Access to digital courseware 24/7/365 except during scheduled downtimes	COR inspection and stakeholder feedback
Professional Learning PWS 2.1.3	100% compliance with the PWS	Webinars/modules shall be completed 20 business days after written receipt of a topic(s) from the COR.	COR inspection and stakeholder feedback
Reporting PWS 2.1.4.1	100% compliance with the PWS	Access to digital courseware 24/7/365 except during scheduled downtimes	COR inspection and stakeholder feedback
Privacy Training PWS 3.7.3	100% compliance with the PWS	Certificates provided within three business days after receipt of a written request	COR inspection

Performance Objective	Performance Standard	AQL	Inspection Method
Privacy Verification PWS 3.7.4	100% compliance with the PWS	120 calendar days	COR inspection

### Technical Exhibit #1 - TECHNICAL REQUIREMENTS

The Contractor shall comply with the applicable technical requirements detailed below.

#### 1.1 Software and Cloud Security Requirements—The Contractor shall:

- 1.1.1 Ensure all online resources, cloud-based services and instructional software meet the Department of Defense (DoD) and DoDEA Cybersecurity requirements as defined below. *Note:* Software, cloud services and associated websites are rigorously tested to ensure no security risks are posed to DoDEA infrastructure and its users.
- 1.1.2 Complete the Cloud Services questionnaire that was submitted as part of the quote submission and provide copies of and/or access to any software listed in the quoted solution.
- 1.1.3 Ensure on-premises software support post-installation integration of the necessary Security Technical Implementation Guides (STIG) for applicable systems and applications, including Microsoft Windows 10, Microsoft Windows Server 2016, Windows Server 2019, Microsoft Windows IIS, Apache, Oracle databases, and Microsoft SQL Server databases. *Note:* The application to obtain the STIG Viewer is found at <https://public.cyber.mil/stigs/srg-stig-tools/>, and the STIGs themselves may be downloaded from <https://public.cyber.mil/stigs/downloads/>.
- 1.1.4 Ensure its content accessible from the web is compatible with the following browser platforms: Google Chrome, and Edge. Ensure that any applicable STIGs are implemented.
- 1.1.5 Ensure on-premises software, which is subject to static and dynamic analysis testing, imposes no risk to DoDEA systems, users and/or data. *Note:* DoDEA assesses software products to ensure compatibility with existing system configurations and software, testing may also include reverse engineering analysis.
- 1.1.6 Provide a plan of actions and milestones (POA&M) to mitigate any cybersecurity findings resulting from non-compliant and/or vulnerable components within 30 calendar days of written notification from DoDEA.

#### 1.2 System Requirements—The Contractor shall:

- 1.2.1 Provide, per Section 1.1 (above), any software installed and/or accessed in or by a DoDEA system, network whether stand-alone or web-based, is compatible with the standards cited herein.
- 1.2.2 Provide minimum desktop/server system technical specifications, available reference architectures, networking specifications and diagrams, and applicable systems configuration documentation for the proposed product solution.
- 1.2.3 Provide software that is compatible with the following minimum baseline:

Specifications	Minimum
Memory	4 GB
Hard Drive	100 GB
Processor	Intel® Core™ i5-8365U Processor 8th Generation (up to 4.1GHz, 6MB cache) equivalent or better (Must show benchmark/passmark scores)
Video Graphics	Integrated Intel HD Graphics 620 (1920x1080) equivalent or better
Operating System	Windows 10
Browser Environment	Chrome, Edge, Edge Chromium

- 1.2.4 Provide software that is completely functional on a standard DoDEA desktop without the need or requirement for administrative-level user rights and/or permissions or the requirement to use or insert external media to execute the software.
- 1.2.5 Provide software that does not require modifications to folder permissions while executing.

- 1.2.6 Provide, if applicable, software packages that support unattended installation methods used by enterprise software packaging and deployment systems. *Note:* DoDEA currently distributes software packages via Microsoft's System Center Configuration Manager (SCCM). Older 16-bit software are automatically denied.

1.3 Data Management Requirements—The Contractor shall:

- 1.3.1 Provide a mechanism for batch administration and automation of routine data management tasks via flat file import, or representational state transfer (REST) based web service application programming interfaces (APIs). The mechanism shall provision and manage data objects within the Contractor's system, including but not limited to organizational structures, student accounts, staff accounts, courses, and class rosters.
- 1.3.2 Provide all necessary documentation and assets to facilitate batch administration and automation of routine data management tasks, including but not limited to roster template files (i.e., comma separated value templates); data element/field definitions documentation; data interchange formats and schemas (XML/JSON); and/or data dictionaries for the purpose of mapping organizational student information system (SIS) data to the Contractor's required input formats.
- 1.3.3 Provide a single point of contact to support DoDEA in performing the required data integration activities within the Contractor's system.
- 1.3.4 Configure DoDEA enterprise within its system and/or databases as the appropriate organizational entity (i.e., region, district, school) upon a request in writing from the contracting officer's representative (COR). *Note:* DoDEA's organization hierarchy consists of the following: one system, three regions, eight districts, 62 communities, and 160 schools, including the K-12 virtual school programs.
- 1.3.5 Participate in a technical meeting with DoDEA within ten business days after award for the purposes of preparing for onboarding of new services and initial configuration of administrator-level accounts.
- 1.3.6 Ensure the transfer of any Sensitive, Confidential data including but not limited to PII data be transferred in a secure means meeting any requirements set by DoDEA's Chief Information Security Officer (CISO).

1.4 DoDEA Software License Keys: The Contractor shall provide (1) license keys and electronic downloads for software required under this Contract to the COR and (2) software directly to DoDEA schools, districts, or regions only if explicitly required to do so in the contract or in writing by the COR.

1.5 Cybersecurity Supporting Elements/Requirements and Scalability—The Contractor shall:

- 1.5.1 Comply with the same Federal law and DoD policies and guidance to which DoDEA is subject. These requirements include but are not limited to the cybersecurity requirements defined in the following documentation:
- DoD Directive (DoDD) 8500.01E, Information Assurance, be found at the following URL: [https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/850001\\_2014.pdf](https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/850001_2014.pdf).
  - DoD Security Technical Implementation Guidance (STIG), found at the following URL: <https://public.cyber.mil/stigs/downloads/>.
  - DoD Risk Management Framework (DODRMF) per DoD Instruction 8510.01 found at <https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/851001p.pdf?ver=2019-02-26-101520-3004.5.2>.
- 1.5.2 Provide security patches/upgrades to include third-party applications in response to public-released security vulnerabilities associated with its software solution. Provide a POA&M for any security vulnerabilities within five business days of discovery. Software upgrades/patches shall be included in the licensing cost and be performed at the least disruptive times as determined by DoDEA in writing. *Note:* Any exception to this requirement must be approved in advance and in writing by DoDEA's Chief Information Officer (CIO) or designated official.
- 1.5.3 Protect DoDEA data against all cyberattacks, notifying DoDEA within 72 hours of an identified and confirmed intrusion.
- 1.5.4 Perform security incident investigations upon identification of an event or at the request of DoDEA.
- 1.5.5 Address all Information Assurance Vulnerability Messages (IAVM) within the defined timelines. IAVM messages include IA Vulnerability Alerts (IAVA), IA Vulnerability Bulletins (IAVB), and Technical Advisories (TA).
- 1.5.6 User passwords must not be readable by anyone having access to the system.

- 1.5.7 Ensure any portion of its solution that involves Internet access by DoDEA students complies with the relevant requirements of the Children's Internet Protection Act, Public Law 106-554, § 1(a)(4) [Div. B, Title XVII, § 1701], Dec. 21, 2000, 114 Stat. 2763, 2763A-335. *Note:* If its solution does not involve Internet access by DoDEA students, please ensure the following are included:
- 1) Maintaining system security IAW the latest versions of the (1) DoD Cloud Computing Security Requirements Guide, (2) Family Educational Rights and Privacy Act (FERPA), and (3) Protection of Pupil Rights Amendment (PPRA).
  - 2) Providing a solution robust enough to serve the needs of a large community of learners dispersed across the world using a variety of bandwidths and scalable to meet future growth, both in terms of instruction and the number of users.
  - 3) Ensuring Contractor staff who have access to DoDEA's student, teacher and/or staff personally identifiable information take the DoD Privacy Act/Personally Identifiable Information (PA and PPI/PII) training before gaining access to the data and yearly thereafter. Provide copies of the certificates of completion to the COR which can be audited at any time by the CISO or his/her designee.

1.6 Program and System Integration—The Contractor's solution shall:

- 1.6.1 Provide Single Sign-On (SSO) Capabilities / Platform which accomplishes the following:
- 1) Integrates with an Industry Standard SSO login solution. (ClassLink, Google, Azure, etc.)
  - 2) Supports Oauth 2.0, Security Assertions Markup Language (SAML) for integration with Azure, or Google.
  - 3) Authenticates using Azure Active Directory (AD) or Google AD.
- 1.6.2. Support industry-standard data rostering standards via ClassLink and standard data formats such as OneRoster.
- 1.6.3. Ensure that data storage, handling, and security meet the following minimum standards:
- 1) DoDEA's information and data shall be secured in data center located in the United States.
  - 2) The system, including its server(s) and network devices, shall be in an environmentally controlled and secure facility under controlled circumstances (e.g., authorized personnel access lists, ID cards, entry logs).
  - 3) All Contractor personnel that have access or may potentially have access to DoDEA data in any form shall be US citizens, including any third-party penetration (PEN)/security testers.
  - 4) All data transit shall be secured with Transport Layer Security (TLS) encryption.
  - 5) All data at rest shall be secured with Advanced Encryption Standard (AES)-256 encryption.
- 1.6.4 Ensure that data integration includes the following:
- 1) Automated industry standard form of data integration using Representational State Transfer Application Program Interface (RESTful API), Learning Tools Interoperability (LTI), or Secure File Transfer Protocol (SFTP) data sets (ClassLink, OneRoster, etc.).
  - 2) Encryption of DoDEA's data at rest to include unique encryption keys for each customer on systems hosting multiple customers.
  - 3) Notification of DoDEA in writing within 72 hours of any changes made to corporate policies for data protection.
  - 4) Use of only masked student data in a non-production environment.
  - 5) Integration scheduling that meets DoDEA's required timeframes.
  - 6) Provision of fully automated data uploads per Agency schedule(s) and Agency requirements.
  - 7) Support of SFTP capabilities using a single set of login credentials.
  - 8) Provision of a single data set of DoDEA information. *Note:* The Contractor's solution shall support DoDEA at all levels: school, community, district, region, and HQ.
  - 9) Maintenance of a backup and restore plan for DoDEA data in the event of a disaster.
  - 10) Provision of detailed feedback of what caused errors if an integration transmission results in errors.
- 1.6.5 System Features—The system shall:
- 1) Allow user accounts to be created automatically based on a file provided by DoDEA either nightly or on another pre-determined scheduled feed.
  - 2) Allow DoDEA to be able to choose the format of user login identification, e.g., an email address, and be able to create manual accounts, if needed.

- 3) Require the user—for manually created accounts—to reset the password on the user’s initial login or, upon request, a password reset.
- 1.7 Application/System Security – The Contractor’s solution shall:
- 1.7.1 Provide any required desktop software for security testing and address DoDEA Cybersecurity concerns within 30 days of software review.
  - 1.7.2 Certify that the system, including its server(s) and network devices, are in an environmentally controlled and secure facility under controlled circumstances (e.g., authorized personnel access lists, ID cards, entry logs).
  - 1.7.3 Provide DoDEA with an annual or upon request written review of the hosting environment’s cybersecurity posture.
  - 1.7.4 Provide an initial and quarterly cybersecurity overview to include any software upgrades or changes.
  - 1.7.5 All personnel that may have access to DoDEA data or personnel must be US Citizens (including any third-party PEN/security testers).
- 1.8 Data Security – The Contractor’s solution shall:
- 1.8.1 Maintain data security and protection standards IAW the latest versions of:
    - 1) DoD Cloud Computing Security Requirements Guide
    - 2) Family Educational Rights and Privacy Act (FERPA)
    - 3) Protection of Pupil Rights Amendment (PPRA)
  - 1.8.2 Certify that DoDEA’s information and data is stored in the United States, to include outlying areas or DoD on-premises.
  - 1.8.3 All data at rest must be secured with minimum of AES-256 encryption.
  - 1.8.4 Protect DoDEA’s data in transit, e.g., secure socket layer (SSL), hashing, etc. Method of transit must be approved by DoDEA Cybersecurity. All data in transit must be secured with TLS encryption.

#### ADMINISTRATIVE INFORMATION

Points of Contact will be determined at time of award.

Requested Office:

DoDEA, Headquarters

Vendor:

To be determined at time of award.

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

(1) Is set aside for small business and has a value above the simplified acquisition threshold;

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

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

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

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

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

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

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

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

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

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

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

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

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

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation

may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

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

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

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

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

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

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

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

(k) Reserved.

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

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

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

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

(4) A summary of the rationale for award;

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

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

## 52.212-1 ADDENDUM – INSTRUCTIONS TO OFFERORS - - COMMERCIAL ITEMS (DEC 2006)

SUBJECT: REQUEST for QUOTE (RFQ) – Courseware, Credentialing, and Related Support

This RFQ is in support of Department of Defense Education Activity (DoDEA), Courseware, Credentialing, and Related. All potential vendors are encouraged to submit quotes under this request. Multiple contracts are anticipated resulting from this RFQ; however, the Government reserves the right to withdraw, modify, or eliminate various aspects of the requirement determined to be too costly or impractical prior to award.

### SPECIFIC REQUIREMENTS:

DoDEA plans to award a Firm-Fixed-Price (FFP), Indefinite-Delivery Indefinite-Quantity (IDIQ) contract. Performance requirements for this contract are provided in the attached Performance Work Statement (PWS) of this RFQ.

### 1.0 GENERAL

**1.1 Addendum to 52.212-1 Paragraph (c) Period for acceptance of offers.** This paragraph is changed to read to as follows: The vendor agrees to hold the prices in its quote firm for 120 calendar days from the date specified for receipt of quotes, unless another time period is specified in an amendment to the solicitation.

**1.2 Addendum to 52.212-1 Paragraph (e) Multiple Offers.** This paragraph is changed to read as follows: Multiple quotes will be accepted.

### 2.0 Quote Structure, Content, and Additional Instructions

**2.1 Quote Structure and Content** - Vendors shall submit quote package consisting of the following separate/distinct volumes for evaluation purposes and include the content identified herein:

**2.1.1 VOLUME 1 – Administrative Cover Letter.** This volume shall include the following:

- a. Tax identification number (TIN)
- b. Dun & Bradstreet Number (DUNS);
- c. Complete Business Mailing Address;
- d. Cage Code/NAICS Code (All potential quoters, please verify that your company is under the NAICS Code identified in Block of the SF-1449); and,
- e. Contact Name, Phone, Fax and E-mail address
- f. Quoter's shall complete and provide all FAR and DFARS provisions listed in Attachment 5
- g. Quoter's quotes shall be valid for 120 days from the quote submission date.
- h. Quoter's shall submit a signed SF-1449, Solicitation/Contract/Order for Commercial Items
- i. FAR Part 52.212-3, Offeror Representation and Certifications filled out completely. NOTE: If your offerors Annual Representation and Certifications are not fully completed in the System for Award Management (SAM), please fill-in and submit with your quote or acknowledge in your quote that your Representation and Certifications have been completed in its entirety.
- j. Completed Attachment 1 – **Pricing Sheet** to include the CLIN Breakdown Tab
- k. Completed Attachment 2 - **Terms of Service Addendum** (If the quoter will have a potential Subcontractor, the Subcontractor will have to complete this attachment as well and the quoter shall submit with their quote).
- l. Completed Attachment 3, **ACR including the VPAT**, 1. Provide an Accessibility Conformance Report (ACR) for each commercially available Information and Communication Technology (ICT) item offered

through this contract. Create the ACR using the Voluntary Product Accessibility Template Version 2.1 or later, located at <https://www.itic.org/policy/accessibility/vpat>. Complete each ACR in accordance with the instructions provided in the VPAT template. Each ACR must address the applicable Section 508 requirements referenced in the Performance Work Statement and attached Accessibility Requirements Statement (ARS). Each ACR shall state exactly how the ICT meets the applicable standards in the remarks/explanations column, or through additional narrative. All "Not Applicable" (N/A) responses must be explained in the remarks/explanations column or through additional narrative. Address each standard individually and with specificity, and clarify whether conformance is achieved throughout the entire ICT Item (for example – user functionality, administrator functionality, and reporting), or only in limited areas of the ICT Item. Provide a description of the evaluation methods used to support Section 508 conformance claims. The agency reserves the right, prior to making an award decision, to perform testing on some or all of the Offeror's proposed ICT items to validate Section 508 conformance claims made in the ACR.

2. Describe your approach to incorporating universal design principles to ensure ICT products or services are designed to support disabled users.

3. Describe plans for features that do not fully conform to the Section 508 Standards.

4. Describe "typical" user scenarios and tasks, including individuals with disabilities, to ensure fair and accurate accessibility testing of the ICT product or service being offered.

m. Completed Attachment 4 – **Cloud Questionnaire** (If the quoter will have a potential Subcontractor, the Subcontractor will have to complete this attachment as well and the quoter shall submit with their quote).

n. DoDEA requires digital access to the Quoters digital resources for **7** people.

**2.1.2 VOLUME 2: Factor 1. Technical Approach:** Vendors shall provide a technical approach quote that demonstrates the vendor's capability to meet or exceed the Government's requirements in the Performance Work Statement (PWS), 2 Requirements (Objective 1) PWS (below):

a. Subfactor 1 – Curriculum (Task 1, per PWS, Section 2.1.1)

b. Subfactor 2 – Credentialing (Task 2, per PWS, Section 2.1.2)

c. Subfactor 3 – Professional Learning (Task 3, per PWS, Section 2.1.3, and all its subsections)

### **2.1.3 VOLUME 3: PAST PERFORMANCE**

Factor 2. Past Performance:

2.1.3.1 The Vendors shall submit at least 1 and no more 3 references of relevant contracts within the past 5 years for its own performance. The Vendor shall also submit 1 reference for each Subcontractor quoted. The contracts may be past or current as long as the performance did not end more than 5 years prior to the due date for the submission of the quote, and the contracts may have been with Federal, State and/or City agencies and commercial customers.

**(a) REFERENCE CONTENT:** It is the Vendor's responsibility to provide valid, current and verifiable references.

References must include:

Name of the Organization that will be providing the reference,

Name of the POC,

POC Telephone Number,

POC Email address,

Contract Value

Contract Number,

Period of Performance, and

Scope of Work

**(b) POCs:** The above POCs must be either Government personnel (civil service or military) or employees of private sector clients with whom you have provided similar educational services. Information provided by or for POCs who work directly for your company, or indirectly (i.e. in a prime or subcontractor relationship), will NOT be

considered relevant. Vendors shall ensure that contact information for designated references is accurate and up to date.

#### **2.1.4. VOLUME 4 – Factor 3 Price.**

This quote volume shall:

Be in the Microsoft Excel spreadsheet titled, “Attachment 1, Pricing Sheet”. All items must have a price or be marked “NSP” for “Not Separately Priced.” Each item will state the description including item descriptions (make, model, and etc.), quantity, unit, unit price, and extended total. A final total for a 5-year base and four 1-year option periods are required in the Excel Spreadsheet. (Attachment 1, Pricing Sheet). This volume should also included a completed CLIN Breakdown Tab.

In lieu of Attachment 1, Pricing Sheet, the quoter may submit documentation that is more appropriate to their standard commercial practice. If a vendors quote includes an alternate pricing structure than what is provided, the quoter shall reference the Contract Line Item Numbers (CLINs) and Sub-CLINs in Attachment 1, Pricing Sheet. The Government may exclude quotes from further consideration if any items described in the technical quote are not included in the pricing schedule.

**PRICING SHEET:** The price quoted shall include a completed pricing sheet in the attached format. The Quoters shall ensure mathematical computations are correct. Errors in addition or multiplication may be considered nonresponsive to this RFQ. **(See Attachment 1).**

(a) Quoters shall quote on all contract line items, by price. A zero dollar figure in a quote means that the line item shall be provided at no charge to the Government. A line item price left blank will be considered nonresponsive to this request and the quote will not be considered for award.

#### **3.0 QUOTE SUBMISSION INSTRUCTIONS:**

##### **3.1 POINT OF CONTACT (POC):**

Due to the difficulties in receipt of mail through normal postal services, questions and quotes shall be sent via e-mail to the POC for this RFQ. The Quoter is responsible for ensuring receipt by the POC.

The POC’s are as follows:

Contract Specialist: Krishana M. Wright  
Contract Specialist e-mail: [krishana.wright@dodea.edu](mailto:krishana.wright@dodea.edu)  
and copy to:  
Contracting Officer: Alim Koroma  
Contracting Officer e-mail: [alim.koroma@dodea.edu](mailto:alim.koroma@dodea.edu)

##### **3.2 QUOTE QUESTIONS:**

Questions or concerns regarding this requirement, may be submitted to the POC via e-mail no later than **Monday, 20 March 2023, at 12:00PM Eastern Standard Time (EST)**. Follow-up/additional questions will not be accepted after this date. Answers to Vendor submitted questions will be provided to all potential vendors via RFQ amendment. All responses to substantive questions will be made in writing and included in an amendment to the RFQ. Answers to the question will be provided to all Quoters, giving due regard to the proper protection of proprietary information.

The Government reserves the right not to respond to any questions received concerning this solicitation after the question receipt date and time above. Quoters shall submit one set of questions only; multiple sets of questions will not be accepted.

##### **3.3 SUBMISSION REQUIREMENTS AND QUOTE DUE DATE:**

Submission must be sent in electronically to the Contract Specialist and the Contracting Officer **on or before the closing date and time as identified on the SF-1449, Solicitation/Contract/Order for Commercial Items, Block 8**. Your quote must cite the solicitation number and your corporation's name in your submission. Late submissions will not be accepted.

### **3.4 SUBMISSION PREPARATION INSTRUCTIONS**

3.4.1 To be considered for selection, the Quoter shall submit a complete response to this Request for Quote (RFQ) using the sequence and format provided herein. The Quoters shall only provide an electronic submission. The electronic version of the text shall be in Microsoft Word or Adobe Acrobat Portable Data Format (PDF) format, except supporting price information, which shall be in Microsoft Excel format. The electronic spreadsheets shall not be compiled or password protected; all cells and formulas shall be visible, editable and unprotected. Spreadsheets should reflect the Contract Line Item Number (CLIN) structure listed in the RFQ.

3.4.2 The Quoter shall ensure that the submission is readable, in the format specified in the solicitation, and has been verified as free of computer viruses. Prior to any review, the Government will check all files for viruses and ensure that all information is readable. In the event that any files are defective (unreadable), the Government will only review the readable electronic files. If the defective media renders a significant portion of the Quoter's quote unreadable, the Government will consider the submission incomplete and not further consider the quote for consideration. Failure to submit of the information requested within this solicitation may cause for unfavorable consideration.

3.4.3 Submissions must be clear, coherent, and prepared in sufficient detail for effective evaluation of the Quoter's quote against the evaluation criteria. In addition, this documentation must cover all aspects of this solicitation and include the Quoter's approach for addressing all of the tasks in the PWS. Submissions must clearly demonstrate how the Quoter intends to accomplish the tasks and must include convincing rationale and substantiation of all claims. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete, effective response to the solicitation are not desired. The Quoter shall describe its approach, through the use of graphs, charts, diagrams and narrative, in sufficient detail for the Government to understand and evaluate the nature of the approach.

3.4.4 Content shall be indexed (cross-indexed, as appropriate) and logically assembled. Information shall be confined to the appropriate volume to facilitate evaluation. The Quoter(s) shall present all information relevant to each evaluation element in the appropriate volume and section. Page limitations shall be treated as maximums. Pages over the maximum page limitation for any volume will not be evaluated. Page limitations include all text, graphs, pictures, appendices, references, exhibits, etc. Tabs, index sheets, tables of contents, dividers and other such aids that are solely used to assist the evaluator in locating information and are advisory in nature, imparting no other information other than the identification of content, will not be counted against any page limits stated within this RFQ.

3.4.5 Electronic submissions shall be arranged so that it can be printed on 8 ½" x 11" (with no fold-outs) white paper and printed double-sided. The text shall have 1" margins on all sides, be single-spaced, and use Times New Roman font color black, font size of 12. Illustrations (e.g., graphics figures, graphs, and tables) shall be in portrait format with font colors other than black allowable and font sizes 12, 10, 9, and 8 considered acceptable. The Quoter's company name (no logos), the date, solicitation number, volume number and section shall be included on each page of the submission (this information may be included in a header/footer). All pages shall be numbered, using a uniform page numbering system. Page numbers, headers and footers may be outside the page margins, and are not bound by the font, color and point size requirement. If the Quoter(s) uses a different format (font size, margin, etc.), the government reserves the right to adjust the submission to fit the parameters of the format as stated in the RFQ, and if this results any one area, the government will not consider excess pages.

### **4.0 PAGE LIMITS**

Volume 1: Administrative – No Page Limit

Volume 2: Technical – Not to exceed 20 pages

Volume 3: Past Performance – At least 1, no more than 3 references  
Volume 4: Price – No Page Limit

Note: DoDEA has a maximum email limit of 10MB. Quoters shall confirm receipt of their electronic copy by return email from above email addresses.

#### **ATTACHMENT 5**

Quoters shall provide and complete the following fill-in FAR and DFARS provisions and submit with their quotes.

#### PROVISIONS:

FAR 52.204-24  
FAR 52.209-2  
FAR 52.209-5  
FAR 52.209-7  
FAR 52.209-11  
DFARS 252.204-7016  
DFARS 252.204-7017  
DFARS 252.204-7019  
DFARS 252.204-7020  
DFARS 252.239-7009

**NOTE: Please make sure, when submitting Attachments 1 - 5, that the attachments are provided as separate documents as part of Volume 1.**

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

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

See 52.212-2 ADDENDUM – EVALUATION-COMMERCIAL ITEMS (DEC 2006) paragraph (a) below.

(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).

See 52.212-2 ADDENDUM – EVALUATION-COMMERCIAL ITEMS (DEC 2006) paragraph (b) below.

(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.

See 52.212-2 ADDENDUM – EVALUATION-COMMERCIAL ITEMS (DEC 2006) paragraph (c) below.

(End of provision)

## 52.212-2 ADDENDUM – EVALUATION – COMMERCIAL ITEMS (DEC 2006)

**1. QUOTE EVALUATION:**

(a) The Government anticipates issuing one or more Firm-Fixed-Price (FFP), Indefinite Delivery, Indefinite Quantity (IDIQ) contracts resulting from this solicitation to the vendor whose quote provides the best value to the Government in accordance with Federal Acquisition Regulation (FAR) Part 12 (Acquisition of Commercial Products and Commercial Services) and FAR Part 13 (Simplified Acquisition Procedures). To make the award decision, the government will consider three evaluation factors: (1) Technical Approach, (2) Past Performance, and (3) Price. The government will use best value to make the award decision.

**Note: Section 508 Acceptance:**

1. Prior to acceptance, the government reserves the right to perform testing on required ICT items to validate the offeror's Section 508 conformance claims. If the government determines that Section 508 conformance claims provided by the offeror represent a higher level of conformance than what is actually provided to the agency, the government shall, at its option, require the offeror to remediate the item to align with the offeror's original Section 508 conformance claims prior to acceptance.

2. Vendors may be ineligible for contract award if proposed ICT products or services are not compliant with Section 508 standards.

(b) The Government will evaluate quotes for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that a quote 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 a quote, mailed or otherwise furnished to the successful vendor within the time for acceptance specified in the quote, shall result in a binding contract without further action by either party. Before the vendor's specified expiration time, the Government may accept a quote (or part of a quote), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**2. EVALUATION CRITERIA**

**A. Basis for Award:** A FFP, IDIQ award of one or multiple contracts will be made on a competitive best value basis. Evaluation will be conducted in accordance with the evaluation criteria below:

**I. Factor 1-Technical Approach**

- a. Subfactor 1 – Curriculum (Task 1, per PWS, Section 2.1.1)
- b. Subfactor 2 – Credentialing (Task 2, per PWS, Section 2.1.2)
- c. Subfactor 3 – Professional Learning (Task 3, per PWS, Section 2.1.3, and all its subsections)

**II. Factor 2-Past Performance****III. Factor 3-Price****B. Evaluation Factors/Sub-Factors are as follows:****I. Evaluation Factor 1 – Technical Approach**

Subfactors a through c will be evaluated to the degree in which quoter's quote meets or exceeds the technical requirements and all the tasks identified in the respective Subfactor and how their technical approach will meet or exceed the requirements of the respective Subfactor tasks. See table 1 below.

**II. Evaluation Factor 2-Past Performance:** A vendor's past performance will be evaluated as "acceptable," "unacceptable" or "unknown/neutral" (see table 2 below). The past performance evaluation will assess the vendor's probability of meeting the minimum solicitation requirements. Vendors shall submit three recent and relevant past performance references with their quote and will be assigned one of the previously mentioned ratings. The

assessment will be based on the vendor's record of relevant and recent past performance information. In addition to past performance, the Government may also consider information obtained through other sources such as the Contractor Performance Assessment System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIS), other databases, and interviews with program managers and contracting officers.

Relevant performance includes efforts of the same or similar in size and scope that this solicitation requires; vendors should include specific examples, of relevance, if appropriate. These include efforts where the Vendor provided material similar to those outlined in the PWS. Recent efforts are defined as those efforts, which have been performed during any portion of the last five years, including those efforts currently being performed.

The Government will consider the collective record of all recent and relevant past performance in assessing a rating. In the case of a vendor without a record of past performance or for whom information on past performance is not available or so sparse that no meaningful past performance can be reasonably assigned, the vendor may not be evaluated favorably or unfavorably on past performance therefore, the vendor shall be determined to have unknown (or "neutral") past performance. In the context of acceptability/unacceptability, a neutral rating shall be considered "acceptable".

**III. Evaluation Factor 3-Price:** Price will be evaluated separately from technical and past performance factors. Vendor's total quoted price will be evaluated for fair and reasonable pricing in accordance with FAR 13.106-3.

### 3. Rating Method

**Table 1: Factor 1 – Technical Approach (Subfactors a through c)**

Rating	Rating Standard
<b>Exceeding</b>	The vendor's quote exceeds the solicitation requirements.
<b>Acceptable</b>	The vendor's quote clearly meets the minimum requirements of the solicitation.
<b>Unacceptable</b>	The vendor's quote does not clearly meet the minimum requirement of the solicitation. Quote is un-awardable.

**Table 2: Factor 2-Past Performance Rating Table:**

Rating	Description
<b>Acceptable</b>	Based on the vendor's recent and relevant performance record, the Government has a reasonable expectation that the vendor will successfully perform the required effort.
<b>Unacceptable</b>	Based on the vendor's recent and relevant performance record, the Government has no reasonable expectation that the vendor will be able to successfully perform the required effort.
<b>Unknown/Neutral</b>	No recent and relevant performance record is available or is so sparse that no meaningful past performance rating can be reasonably assigned.

#### 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)

52.212-3**52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services.**

As prescribed in [12.301\(b\)\(2\)](#), insert the following provision:

OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

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

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

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

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with [13 CFR part 127](#), and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#). It automatically qualifies as a women-owned small business eligible under the WOSB Program.

*Forced or indentured child labor* means all work or service—

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

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

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

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

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

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

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

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

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

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

*Reasonable inquiry* has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

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

*Sensitive technology*—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

*Service-disabled veteran-owned small business concern—*

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101](#)(2), with a disability that is service connected, as defined in [38 U.S.C. 101](#)(16).

*Small business concern—*

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in [13 CFR part 121](#) and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation

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

*Veteran-owned small business concern* means a small business concern—

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

*Women-owned business concern* means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

*Women-owned small business concern* means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

*Women-owned small business (WOSB) concern eligible under the WOSB Program* (in accordance with [13 CFR part 127](#)), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#).

(b)

(1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#). Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that—

(i) It  is,  is not a small business concern; or

(ii) It  is,  is not a small business joint venture that complies with the requirements of [13 CFR 121.103\(h\)](#) and [13 CFR 125.8\(a\)](#) and [\(b\)](#). *[ The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_.]*

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[ Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that—

(i) It  is,  is not a service-disabled veteran-owned small business concern; or

(ii) It  is,  is not a joint venture that complies with the requirements of [13 CFR 125.18\(b\)\(1\)](#) and [\(2\)](#). *[The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_.]* Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

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

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

(6) *WOSB joint venture eligible under the WOSB Program.* The offeror represents that it  is,  is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through [\(c\)](#). *[ The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_.]*

(7) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents that it  is,  is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through [\(c\)](#). *[ The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_.]*

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

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

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

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see [13 CFR 126.200\(e\)\(1\)](#)); and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of [13 CFR 126.616\(a\)](#) through [\(c\)](#). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It  has,  has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

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

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

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

(1)

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

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

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

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

(2) Foreign End Products:

_____	_____	_____
_____	_____	_____
_____	_____	_____

[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:

_____	_____
_____	_____
_____	_____

[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:

_____	_____	_____
_____	_____	_____

[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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[List as necessary]

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

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

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

_____	_____
_____	_____
_____	_____

[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:

_____	_____
_____	_____
_____	_____

[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.*

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

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

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

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

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

(2)  Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Taxpayer Identification Number (TIN)*.

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

(2) *Representation.* The Offeror represents that–

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

(ii) It  is,  is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

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

Is the immediate owner owned or controlled by another entity:  Yes or  No.

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

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

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

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

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

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name:\_\_\_\_\_.

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

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM ( [12.301](#)(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

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

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

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

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

(u)

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

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

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

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

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

(2) The Offeror represents that—

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

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

(End of Provision)

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

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

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

\_\_\_ Individual/concern, other than one of the preceding.

CLAUSES INCORPORATED BY FULL TEXT

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--  
REPRESENTATION (NOV 2015)

(a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

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

(c) Representation. The Offeror represents that--

(1) It [ \_\_\_ ] is, [ \_\_\_ ] is not an inverted domestic corporation; and

(2) It [ \_\_\_ ] is, [ \_\_\_ ] is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

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

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

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

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

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

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

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

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

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

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

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

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

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

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

(End of provision)

#### 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

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

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

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

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

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

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

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

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

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(b) The Offeror represents that--

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

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

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price, Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

Electronic Code of Federal Regulation

[https://www.ecfr.gov/cgi-bin/textidx?SID=437cca29369b383f4ae26b9066e822ee&mc=true&tpl=/ecfrbrowse/Title48/48cfrv1\\_02.tpl#0](https://www.ecfr.gov/cgi-bin/textidx?SID=437cca29369b383f4ae26b9066e822ee&mc=true&tpl=/ecfrbrowse/Title48/48cfrv1_02.tpl#0)

Federal Acquisition Regulation: <https://www.acquisition.gov/>

Defense Federal Acquisition Regulation Supplements (DFARS and Procedures, Guidance, and Information (PGI) :  
<https://www.acquisition.gov/dfars>

(End of provision)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any [DoD FAR Supplement](#) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

#### CLAUSES INCORPORATED BY REFERENCE

252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016

#### CLAUSES INCORPORATED BY FULL TEXT

#### 252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

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

(c) Representation. The Offeror represents that it [ ] does, [ ] does not provide covered defense 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.

(End of provision)

#### 252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS

## EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does not provide covered defense 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.”

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does” provide covered defense 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, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

## 252.204-7019 NOTICE OF NIST SP 800-171 DoD ASSESSMENT REQUIREMENTS (MAR 2022)

## (a) Definitions.

Basic Assessment, Medium Assessment, and High Assessment have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>.

## (c) Procedures.

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) Summary level scores. Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will be achieved

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
- (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
- (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
- (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
- (v) Date and level of the assessment, i.e., medium or high.
- (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
- (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) Accessibility.

- (i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).
- (ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).
- (iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

## 252.239-7009 REPRESENTATION OF USE OF CLOUD COMPUTING (SEPT 2015)

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

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

(c) Representation. The Offeror represents that it--

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

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

(End of provision)