

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 100	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9124923R0006	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ASHLEY T. SCOTT				b. TELEPHONE NUMBER (No Collect Calls) 706-791-9208	
						8. OFFER DUE DATE/LOCAL TIME 01:00 PM 23 Mar 2023	
9. ISSUED BY  MICC - FORT GORDON 271 HERITAGE PARK LANE BLDG. 35200 FT GORDON GA 30905  TEL: 706-791-1800 FAX: 706-791-8651		CODE W91249		10. THIS ACQUISITION IS  <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 611430 SIZE STANDARD: \$13,000,000			
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 type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  CODE			
17a. CONTRACTOR/OFFEROR  TELEPHONE NO.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY  CODE	
<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 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 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 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: 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)  TEL:  EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 100	
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 <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT <i>(Location)</i>			
		41c. DATE		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	Curriculum Instructional Support FFP The Contractor shall provide all personnel, supervision, other items and nonpersonal services necessary to perform duties as defined in this Performance Work Statement except for those items specified as Government Furnished Property and services. The Contractor shall perform in accordance with all standards of the contract. FOB: Destination PSC CD: U008	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Service Contract Reporting (SCR) FFP The contractor is required to submit SCR information associated with performance of contract with a value exceeding \$3M. In accordance with PWS paragraph 5.3, the report will include labor hours or rates, but is not limited to, composite direct/indirect/relevant/ or average labor hours and the value of those hours plus compensation related to labor costs. Reporting inputs will be for labor executed during the contract period of performance during each Government Fiscal Year (FY), which runs from October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31st of each calendar year. FOB: Destination PSC CD: U008	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		1	Job		
OPTION	Curriculum Instructional Support FFP The Contractor shall provide all personnel, supervision, other items and nonpersonal services necessary to perform duties as defined in this Performance Work Statement except for those items specified as Government Furnished Property and services. The Contractor shall perform in accordance with all standards of the contract. FOB: Destination PSC CD: U008				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		1	Job		
OPTION	Service Contract Reporting (SCR) FFP The contractor is required to submit SCR information associated with performance of contract with a value exceeding \$3M. In accordance with PWS paragraph 5.3, the report will include labor hours or rates, but is not limited to, composite direct/indirect/relevant/ or average labor hours and the value of those hours plus compensation related to labor costs. Reporting inputs will be for labor executed during the contract period of performance during each Government Fiscal Year (FY), which runs from October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31st of each calendar year. FOB: Destination PSC CD: U008				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		1	Job		
OPTION	Curriculum Instructional Support FFP The Contractor shall provide all personnel, supervision, other items and nonpersonal services necessary to perform duties as defined in this Performance Work Statement except for those items specified as Government Furnished Property and services. The Contractor shall perform in accordance with all standards of the contract. FOB: Destination PSC CD: U008				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		1	Job		
OPTION	Service Contract Reporting (SCR) FFP The contractor is required to submit SCR information associated with performance of contract with a value exceeding \$3M. In accordance with PWS paragraph 5.3, the report will include labor hours or rates, but is not limited to, composite direct/indirect/relevant/ or average labor hours and the value of those hours plus compensation related to labor costs. Reporting inputs will be for labor executed during the contract period of performance during each Government Fiscal Year (FY), which runs from October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31st of each calendar year. FOB: Destination PSC CD: U008				

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NET AMT

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 28-SEP-2023 TO 27-MAR-2024	N/A	N/A FOB: Destination	
0002	POP 28-SEP-2023 TO 27-MAR-2024	N/A	N/A FOB: Destination	
1001	POP 28-MAR-2024 TO 27-MAR-2025	N/A	N/A FOB: Destination	
1002	POP 28-MAR-2024 TO 27-MAR-2025	N/A	N/A FOB: Destination	
2001	POP 28-MAR-2025 TO 27-MAR-2026	N/A	N/A FOB: Destination	
2002	POP 28-MAR-2025 TO 27-MAR-2026	N/A	N/A FOB: Destination	

## PWS

### PERFORMANCE WORK STATEMENT (PWS)

#### USACyS Joint Curriculum Instruction Support (JCIS) Contract

#### Part 1

#### General Information

1. **GENERAL:** This is a non-personnel services contract to provide technical Instructor/Writer Support for the Cyber School, Cyber Center of Excellence (CCoE), Fort Gordon, Georgia. The Government will not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers will be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 **Description of Services/Introduction:** The contractor will provide Instructional Support for the U.S. Army Cyber School. The estimated staffing matrix can be found in Technical Exhibit 2. All instructor/writers associated with this effort will instruct, update, and revise products in accordance with

(IAW) Training and Doctrine Command (TRADOC) Regulation 350-70, TR PAM 350-70 Series (1-16) and all applicable regulations, Cyber School Training Development Standard Operating Procedures (SOP), and to conform with guidance provided by USCYBERCOM training development/oversite policies and guidance. All updated and revised products will be submitted to the Government for review, approval, and submission to the appropriate agencies. Products will be reviewed for educational soundness, conformance with the schools training philosophy, adherence to MOS training strategy, accuracy, deficiencies, and compliance with published guidance. In updating and revising products the instructor/writers will plan, organize, and carry out special studies, analysis, and evaluations effecting resident and nonresident training. Except for property and services specified as government furnished, the contractor will provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform instructional support as defined in this Performance Work Statement. The contractor will perform to the standards in this contract.

1.2 **Background:** The Cyber School was established to provide trained 17 series personnel (17A, 17C, 17E, 17B, 170A, and 170B) that support the Army's Cyberspace Electromagnetic Activities (CEMA) Operations across USCYBERCOM, ARCYBER, and Electronic Warfare unit's missions. Additionally, the Cyber School develops and executes training for the Cyber Mission Force (CMF) to fulfill Joint Curriculum Lead (JCL) requirements mandated by USCYBERCOM, and activities as they relate to the U.S. Army's status as the executive agent for advanced cyberspace training as mandated by the Office of the Security of Defense (OSD).

1.3 **Objectives:** This effort will create/maintain training materiel and train personnel to successfully serve in CMF designated work roles to include, but not limited to the Joint Targeting Analyst (JTA), and the Exploitation Analyst (EA). Additionally, this effort will provide training material and instruction to increase the knowledge base of students attending various courses provided by the U.S. Army Cyber School.

1.4 **Scope:** Develop, maintain and instruct highly detailed technical material related to offensive operations in cyberspace, with a focus on Joint Targeting Analyst (JTA) and Exploitation Analyst (JTA) activities. This effort involves researching and gathering information (i.e., Joint Doctrine, Standing Operating

Procedures (SOPs), Best Business Practices, Operational Assessments, Subject Matter Expert (SME) engagement, etc.) to drive development of training material. Personal will: create/maintain training material,

database material, ensure the accuracy of material, performance maintenance of material, conduct instruction following the Army Experiential Learning Model (ELM), develop and maintain training schedules, develop and maintain student rosters, develop and maintain administrative support documents, develop and administer exams, conduct student examinations, conduct coordination to ensure availability of resources, conduct coordination to tailor training activities, and provide a professional example for students to emulate.

1.5 **Period of Performance:** The period of performance will be for one (1) Base Year (-) of 6 months and two (2) 12-month option years. The Period of Performance reads as follows:

Base Year: 28 Sep 2023 - 27 Mar 2024 (5 months)

Option Year I: 28 Mar 2024 - 27 Mar 2025

Option Year II: 28 Mar 2025 - 27 Mar 2026

## 1.6 **General Information**

1.6.1 **Quality Control:** The contractor will develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor will develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which they assure their work complies with the requirement of the contract. The contractor will utilize personnel who possess the knowledge, skills, abilities, and experience to support Cyberspace Operations IAW all relevant regulations, requirements, and SOPs to include

USCYBERCOM J7, the Joint Cyber Training and Certification Standards (JCT&CS), National Cryptologic Training System (NSA standards per DoDI 3305.09), and DoD Cybersecurity Workforce Framework (i.e. DoD 8570 or 8140) training standards. After contract award, three copies of a comprehensive written QCP will be submitted to the Contracting Officer and Contracting Officer's Representative 30 days of start date and within 5 working days when changes are made thereafter. After acceptance of the quality control plan the contractor will receive the contracting officer's acceptance in writing of any proposed change to his QC system.

1.6.1.1 **Revisions:** Revisions to the QCP may be required at any time during performance of the contract to assure contractor compliance with requirements of the PWS and contract. The contractor will make appropriate revisions and obtain acceptance of the revised plan from the COR.

1.6.2 **Quality Assurance:** The government will evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government will do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.6.3 **Recognized Holidays:** The contractor is not expected to perform services on federal holidays.

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

1.6.4 **Hours of Operation:** The contractor is responsible for conducting business, generally between the hours of 0800 to 1700 Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The 0800 to 1700 timeframe may start or end before or after the stated times due to classroom/training requirements. The intent is that person will perform operations IAW a 40 hour work week. The Contractor will all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor will keep in mind that the stability and continuity of the workforce are essential. Shift work may be required. Anticipated shift schedule is as follows:

- Day Shift 0800-1700
- Swing Shift 1530-0030
- Midnight Shift 2300-0800

1.6.4.1 In the event that personnel assigned to this contract are required for early/late/weekend school retraining of students or needed for classroom observation the anticipated hours are:

- Alternate Day Shift 0630-1030 and 1500-1900
- Alternate Swing Shift 1300-1700 and 1900-2300
- Alternate Midnight Shift 2100-0100 and 0300-0700
- Weekend Shift 0830-1330 on Saturdays, with five hours shifted from weekday work

1.6.4.2 In the event personnel supporting the Cyber School Training are required for early/late/weekend instruction or range operations the anticipated hours will be shifted from the weekday work.

1.6.4.3 These operating hours and days may vary based on the requirements of the agency. Contractor personnel work schedules may be "flexed" to meet the training needs of the Cyber School for weekend and extended duty periods during regular training and exercises, while still adhering to the standard five-day work week. Overtime will not be authorized.



**1.6.5 Place of Performance:** Work executed under this contract will be performed at various locations within Fort Gordon, Georgia. Contractors are authorized to work from an Alternate duty/remote location during emergency situations within the Fort Gordon area of operations with the approval of the Contracting Officer Representative and Contracting Officer. Contractor will continue to meet tasks, deliverables, and current level of support in accordance with contract. Government reserves the right to approve, disapprove, or cancel contract personnel working from an alternate duty/remote location. Working from a remote location will be at no additional expense to the government. The Government does not authorize the use of off-site rates to accomplish alternate duty/remote location work and will not be responsible for any associated costs. Personal or company issued equipment may not be used to access the government network infrastructure unless pre-approved; examples include using VPN or a corporate network. However, inability to access the government network infrastructure using authorized devices does not necessarily prohibit the contractor from performing offsite, whenever the work could be performed without such access.

**1.6.6 Type of Contract:** The government will award a firm fixed price contract.

**1.6.7 Security Requirements:** Contractor personnel performing work under this contract will have a Top Secret Security Clearance with SCI eligibility at time of the proposal submission, and will maintain the level of security required for the life of the contract. The security requirements are in accordance with the attached DD254.

**1.6.7.1 Physical Security:** The contractor will be responsible for safeguarding all government equipment, information, and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials will be secured. In some cases, as determined by the contracting officer's representative (COR), contractors will be required to sign for government provided equipment.

**1.6.7.2 Key Control:** The Contractor will establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government will be duplicated. The Contractor will develop procedures covering key control that will be included in the Quality Control Plan. Such procedures will include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor will immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

**1.6.7.2.1 Lost / Duplicated Keys:** In the event keys, other than master keys, are lost or duplicated, the Contractor will, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks will be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system will be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

**1.6.7.2.2 Authorized Key Usage:** The Contractor will prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor will prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

**1.6.7.3 Lock Combinations:** The Contractor will establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor will ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures will be included in the Contractor's Quality Control Plan.

**1.6.7.4 Security Clearances:** The contractor is responsible for acquiring required security clearances. The contractor will ensure that all assigned personnel understand applicable security policies and directives

found in DOD 5220.22-M, National Industry Security Program Operating Manual (NISPOM); DODM 5200.01 (Vol 4), DOD Information Security Program – Controlled Unclassified Information; AR 380-5, Information Security Program, and all other applicable policies and regulations.

**1.6.7.4.1 Controlling Classified Data:** The contractor will ensure that classified data is controlled, protected, and safeguarded in accordance with AR 380-5 and current Army and DOD policy. Classified information will be accessed and stored in government spaces only. The contractor will agree that any data furnished by the government to the contractor will be used only for performance under this PWS, and all copies of such data will be returned to the government upon completion of this effort.

**1.6.7.4.2 Facility Security Officer (FSO):** The facility Security Officer (FSO) will ensure there is a procedure for all contractor employees to in-process and out-process the CCoE G2. All contractors will turn-in their Common Access Card (CAC) to the COR (TA) on their last day of employment. Compliance with DD Form 254, Department of Defense Contract Security Classification Specification, is required.

**1.6.7.5 Handling/Access to Classified Information:** The contractor will comply with FAR 52.204-2, Security Requirements. This involves access to information classified "Confidential," or "Secret," and requires contractors to comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M), and (2) any revisions to DoD 5220.22-M. Any adverse action preventing a contractor from retaining access to classified material will be brought to the attention of the COR, CCoE G2, and the Facility Security Officer (FSO) immediately.

**1.6.7.6 SIPRNET and JWICS Access:** The COR will identify contract employees that are required to have SIPRNET and/or JWICS access. Secret Internet Protocol Network (SIPRNET) and Joint Worldwide Intelligence Communications System (JWICS). Contractors requiring access to the SIPRNET will have a final Secret clearance or Interim TS clearance. Contractors requiring access to JWICS will have a final TS clearance and be indoctrinated for Sensitive Compartmented Information access. SIPRNET/JWICS may contain NATO information and a NATO awareness brief and acknowledgement is required for all personnel prior to being granted access to the SIPRNET/JWICS. The NATO Awareness briefing is required to inform personnel how to protect NATO information in the event they come across it while accessing the SIPRNET/ JWICS. A written acknowledgment will be maintained by the COR. The contractor will not access, download or further disseminate any classified information from SIPRNET/JWICS which is outside the execution of the

defined contract requirements unless specifically authorized in writing by the Government Program Manager and the Contract Officer (KO). In the event that any special access is required, the KO will modify the requirements and DD 254.

**1.6.7.6.1 System Authorization Access Request (SAAR) DD 2875:** For Contractor employees, requiring access to information systems to fulfill their duties must possess the required favorable security investigation. Contractor employees that require access to the Fort Gordon network shall have a minimum of a National Agency Check with Inquiries (NACI) investigation initiated and favorable review before issuance of network access. The IASO/IANO from the activity that the contractor employee is assigned to, will submit an electronic DD 2875, System Authorization Access Request (SAAR) to CCoE G2 for verification that the contractor employee meets the requirements of AR 25-2 for accessing the Fort Gordon network. (Ref AR 25-2) O). In the event that any special access is required, the KO will modify the requirements and DD 254.

**1.6.7.6.2 Cybersecurity/Information Technology (IT) Certification:** Per DoD 8570.01-M, DFARS

252.239.7001, and AR 25-2, the contractor employees' supporting IA/IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award.

**1.6.7.7 Army Cybersecurity/Awareness Training:** All contractor employees and associated subcontractors will complete the DoD Cyber Awareness Challenge Training (<https://cs.signal.army.mil>) before issuance of network access and annually thereafter. Certificates of successful completion, for both initial awareness training and annual refresher training will be provided to the COR via the Army Training and Certification Tracking System (ATCTS). All contractor employees will successfully complete all required IA training as specified in AR 25-2 and as directed by the Government. At work performance

start date all contractor employees working Cyber Security functions will comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M, DoDD 8140.01, and AR 25-2.

**1.6.7.8 Information Security Program Training:** All contractor employees, including subcontractors, assigned to this contract, will complete the on-line Information Security Program Training located on the Army Learning Management System (ALMS) site. Log into AKO, select “Self Service”, “My Training”, “ALMS”, and “Go to Mandatory Training”. Training will be completed within 30 days of reporting for duty and annually thereafter. The contractor will submit certificates of completion for each affected contractor employee and subcontractor employee to the COR and unit/activity security manager (Ref ALARACT 207/2013, DTG 291848Z Aug 13, Subj: Army Wide Roll-out and Requirement for Standardized Computer Web-Based Security Training on the Army Learning Management System (ALMS)).

**1.6.7.9 Anti-Terrorism (AT) Level I Training:** All contractor employees, including subcontractors, assigned to this contract will receive an initial Anti-Terrorism Level I Brief by a certified ATO Level II Officer within 30 days of reporting for duty (Monthly briefings are offered by the Garrison Antiterrorism Officer). Annual refresher Antiterrorism Level I Training will be completed on-line at <https://jkodirect.jten.mil/Atlas2/faces/page/login/Login.seam> or contractor employees may attend the monthly training offered by the Garrison ATO. The contractor will submit certificates of completion for each affected contractor employee and subcontractor employee to the COR and unit/activity security manager (Ref Department of the Army, US Army Contracting Agency, SFCA-CO, 05 Sep 07, subject: Incorporation of Measures into the Contracting Process and AR 525-13, Antiterrorism).

**1.6.7.10 iWATCH:** All contractor employees, including subcontractors, assigned to this contract will receive a brief on the local iWATCH program (provided in conjunction with the AT Level I Training). This training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training will be completed within 30 days of reporting to duty with the results reported to the COR and then annually thereafter.

**1.6.7.11 Operation Security (OPSEC) Training:** All contractor employees, including subcontractors, assigned to this contract will complete Level I OPSEC training within 60 days of reporting for duty and then annually thereafter. Initial Level I OPSEC training will be conducted monthly by the Garrison OPSEC Officer or a Level II certified OPSEC Officer. Annual refresher training will be completed online at <http://cdsetrain.dtic.mil/opsec/index/htm>. The contractor will submit certificates of completion for

each affected contractor employee and subcontractor employee to the COR and unit/activity security manager. OPSEC training guidelines are contained in AR 530-1, Operations Security. The contractor will adhere to local OPSEC policies and procedures of the government requiring activity. When in a TDY status in support of this work effort, the contractor will also adhere to any OPSEC policies and procedures in effect at TDY locations.

**1.6.7.12 Threat Awareness and Reporting Program (TARP) Training:** All contractor employees, including subcontractors, assigned to this contract will complete face-to-face TARP training within 30 days of reporting for duty and then annually thereafter. TARP training will be conducted monthly by the 902nd MI Group. The COR will ensure contractors are notified of available training. Completion of training will be reported to the COR and the unit/activity security manager (Ref AR 381-12).

**1.6.7.13 Installation Access:** All contractor employees, including subcontractors, will comply with applicable installation and facility access security policies and procedures at all work and TDY locations. All contractors and subcontractors will be issued a Common Access Card (CAC) or an Installation Pass issued through the Automated Installation entry (AIE) Security System to access the installation. The Fort Gordon military installation is a limited access post. Unscheduled gate closures by the military police may occur at any time. In accordance with Army Regulation 525-13, paragraph 5-19, all prospective contractors will undergo a verification process by the installation Provost Marshal Office, Director of Emergency Services to determine the trustworthiness and suitability prior to being granted access to federal property. This will be accomplished using the National Crime Information Center (NCIC) Interstate Identification

Index (III). This is the minimum baseline background check for entrance onto Army Installations for non-CAC holders to include entrance of visitors (Ref AR 190-13, paragraph 8-2). All personnel entering or exiting the installation may experience a delay due to vehicle inspections, registration checks, verification of seat belt use, etc. All vehicles and personnel are subject to search and seizure. The search and seizure provisions will apply to contractor personnel while within Fort Gordon's area of jurisdiction. Contractor personnel will comply with all entry control requirements and security policies/procedures in effect. Security procedures may change without notice.

**1.6.8 Special Qualifications:** The Government's historical staffing data is provided under Technical Exhibit 3. The Contractor will be responsible to propose and deploy the correct labor types, mix, number and hours required to satisfactorily and professionally meet all PWS requirements. The Government anticipates the requirements within this PWS will require the following labor category: Project Lead and Instructor/Writer.

**1.6.8.1 Contract Instructor Personnel will:**

- Have a current Top-Secret clearance with a current Single Scope Background

Investigation (SSBI) or T5 that meets the requirements for Sensitive Compartmented Information (SCI) in accordance with Intelligence Community Directive (ICD) 704. Some individuals may also be required to obtain access to a NSA Facility to instruct as NSA Adjunct faculty. In accordance with the National Security Agency Policy, Individuals may be subject to a counterintelligence (CI) polygraph as a condition for access to classified data, Contractors supporting sensitive military capabilities within this contract will comply with ICD 704 and NSA access requirements for access, as needed. Contractor will follow the security requirements outlined in the contract DD Form 254, Department of Defense Security Classification Specification.

- Possess and maintain a valid driver's license.
- Possess and maintain all required training as stated throughout this PWS.
- Possess skills/knowledge of performing office automation work that includes word processing, electronic mail, spreadsheets, presentations, and other personal computer applications; typing a variety of materials from rough draft into final form including narrative and tabular material, e.g., correspondence, reports, and forms; maintaining records, historical records, survey results, reference library of training catalogs, regulations and other miscellaneous publications; establishing and maintaining office functional files and reference files; knowledge management applications e.g., SharePoint and Blackboard.

**1.6.8.1.1 Targeting Instructor/Writer:**

- The U.S. Army Cyber School requires a team of cleared (TS/SCI) Targeting Instructor/writers with diverse and complementary skillsets. These skillsets involve knowledge of intelligence, plans, and operations; all underpinned by an expert knowledge of Joint/Service specific targeting processes. As such,

the optimal candidates will have experience within USCYBERCOM or subordinate service component within the Cyber Mission Force (CMF) while serving in, or directly supporting the Joint Targeting Analyst (JTA) work role. In lieu of direct CMF experience, candidates will have expert knowledge of the Joint Targeting Cycle as codified in JP 3-60, Target Development Standards as codified in CJCSI documents, and documented successful experience serving at major command(s) within any service.

- Candidates will have 2+ years of service (military/civilian/contractor) conducting offensive operations in cyberspace as part of USCYBERCOM, or service component cyber commands directly supporting a COCOM/JTF Headquarters. Personnel that have not directly supported

offensive cyberspace operations may be considered if they meet qualifications described in the remainder of this PWS.

- Candidates must possess skills/knowledge of performing office automation work that includes word processing, electronic mail, spreadsheets, presentations, and other personal computer applications; typing a variety of materials from rough draft into final form including narrative and tabular material, e.g., correspondence, reports, and forms; maintaining records, historical records, survey result, reference library of training catalogs, regulations and other miscellaneous publications; establishing and maintaining office functional files and reference files; knowledge management applications, e.g., SharePoint, Army training requirements and resources system (ATRRS), and Blackboard.
- Qualifications:
  - Served as a certified instructor for the USCYBERCOM validated Cyber Effects Applications Course (CEAC).

- OR -

- Will have successfully completed a minimum two or more of the following courses/ instructional events:
  - A Defense Intelligence Agency (DIA) accredited course of instruction on Joint Intermediate Target Development (DIA).
  - Completion of a course (or familiarization training) related to the Modernized Integrated Database (MIDB).
  - A Collateral Damage Estimation (CDE) course IAW the guidance proscribed by CJCSI 3160.01(Current Series), No-Strike and Collateral Damage Estimation Methodology.
  - The Joint Targeting School (JTS), Joint Targeting Staff Course.
  - The US Army Multi-Domain Targeting Center's Joint Operational Fire and Effects (JOFEC) Course.
  - The/a U.S. Air Force course(s) leading to Air Force Specialty Code (AFSC) 1N1X1B - Geospatial Intelligence, Targeteer.
- Knowledge: Candidates will possess experiential knowledge in at least 7 of the 13

following knowledge areas:

- Knowledge of the Joint Operation Planning Process (JOPP).
- Knowledge of Joint Intelligence Preparation of the Battlefield (JIPO).
- Knowledge of the Joint Targeting Cycle (JTC).
- Knowledge of Target System Analysis (TSA).
- Knowledge of Electronic Targeting Folders (ETFs).
- Knowledge of Strike/Mission Packages developed in support of offensive cyberspace operations.

- Knowledge of the Joint Targeting Toolkit (JTT).
- Knowledge of IKE.
- Knowledge of the National Production Workshop (NPW).
- Knowledge of the Modernized Integrated Data Base (MIDB).
- Knowledge of target development at the basic, intermediate and advanced levels IAW current Chairman of the Joint Chiefs of Staff Instructions (CJCSI).
- Knowledge of Collateral Damage Estimation (CDE).
- Knowledge of Collateral Effects Estimation (CEE).
- Experience: Candidates will possess demonstrated experience in at least 1 of the 7 following experience areas:
  - Served a minimum of 1 year as a Joint Targeting Analyst within the Cyber Mission Force.
  - Participation in USCYBERCOM's Joint Targeting Cycle.
  - Development of Strike/Mission Packages in support of operations in cyberspace.
  - Enabling the vetting and validation of targets in cyberspace.
  - Development of Collateral Effects Estimations (CEEs).
  - Enabling the assessment of targeted effects in cyberspace.
  - Participation in a COCOM Joint Targeting Cycle.

- OR -

- Candidates will possess demonstrated experience in at least 2 of the 6 following experience areas:
  - Development of Electronic Targeted Folders (ETFs).
  - Enabling the vetting and validation of targets.
  - Formulation of Collateral Damage Estimates (CDE).
  - Assisting in the development of phased Battlefield Damage Assessment (BDA) reports.
  - Using a Target System Analysis (TSA) to aid in target development.
- Participation in targeting related Boards, Bureaus, Centers, Cells and Working Groups (B2C2WG).

#### 1.6.8.1.2 **Exploitation Analyst Instructor/Writer:**

• The U.S. Army Cyber School requires a team of cleared (TS/SCI) Exploitation Instructor/writers with diverse and complementary skillsets. These skillsets involve knowledge of Offensive Cyberspace

Operations (OCO) mission planning, synchronization, assessment, develop, and execution of target exploitation strategies, and delivery of cyberspace effects and interactive operations; Understanding of technical capabilities pairing and OCO operations security; Knowledge of adversary techniques, tools, capabilities, and intentions toward critical infrastructure and key resources. As such, the optimal candidates will have experience within USCYBERCOM or subordinate service component within the Cyber Mission Force (CMF) while serving in the Exploitation Analyst (EA) work role.

- Candidates will have five (5) years of service (military/civilian/contractor) as an Exploitation Analyst conducting offensive cyberspace operations as part of USCYBERCOM, or service component cyber commands directly supporting a COCOM/JTF Headquarters. Personnel that have not directly supported offensive cyberspace operations may be considered if they meet qualifications described in the remainder of this announcement.

- Candidates must possess skills/knowledge of performing office automation work that includes word processing, electronic mail, spreadsheets, presentations, and other personal computer applications; typing a variety of materials from rough draft into final form including narrative and tabular material, e.g., correspondence, reports, and forms; maintaining records, historical records, survey result, reference library of training catalogs, regulations and other miscellaneous publications; establishing and maintaining office functional files and reference files; knowledge management applications, e.g., SharePoint, Army training requirements and resources system (ATRRS), and Blackboard.

- Qualifications:

- Five (5) years' experience as an Apprentice or Senior USCYBERCOM Exploitation Analyst within the Cyber Mission Force (CMF).

- Served as a certified instructor for the USCYBERCOM validated Exploitation Analyst Course (EAC) or National Cryptologic University CYBR4600.

-OR -

- Meet two (2) of the six (6) listed requirements:

- Certified as a White cell assessor for the Service (Army, Navy, Marines, Air Force) and/or USCYBERCOM validation exercises.

- Graduated from one of the following Army's 17 series or 35Q/35N MOS/AOC producing course OR associated Professional Military Education (PME) course: 17C AIT, 35Q/N AIT, 17A BOLC, or 170A WOBC, or equivalent sister service courses.

- Three (3) years' experience as a Weapons and Tactics Instructor (WTI) for the CMF headquarters JFHQ-C/CNMF.

- Five (5) years' experience as USCYBERCOM DNEA and certified at the Senior proficiency level.

- Five (5) years' experience as a USCYBERCOM TDNA and certified at the Senior proficiency level.

- Five (5) years' experience as a USCYBERCOM Cyberspace Operator and certified at the Senior proficiency level.

-AND -

- Meet two (2) or more of the nine (9) listed requirements:

- Four (4) years' experience at the tactical level or higher on a Cyber Mission Force Team conducting Offensive Cyberspace Operations (OCO).
- Three (3) years' experience developing TRADOC and/or USCYBERCOM scenarios to enhance curriculum delivery.
- Three (3) years' experience in: Networking, Security Windows, UNIX, and Programming.
- Three (3) years' experience creating and developing virtualized environments; VMware and/or OpenStack.
- Two (2) years' experience using PowerShell or BASH automation, scripting, and automating repetitive tasks.
- Two (2) years' experience with Virtualized Environment administration.
- A Bachelor's degree in (at least one): Cybersecurity, Computer Science, Information Technology, Information Systems, or Computer Forensics.
- DoD Approved 8570 Baseline Certification (Any IAT Level 2 certification or higher).
- Verifiable experience with hacking methodologies, protocol analysis, target system enumeration, AND telecommunications.

-AND -

- Possess Knowledge, Skill and/or Ability in six (6) or more of the twenty-three (23) following areas:
  - Perform analysis for target infrastructure exploitation activities.
  - Compile, integrate, and/or interpret all-source data for intelligence or vulnerability value with respect to specific targets.
  - Examine related metadata and content with an understanding of targeting significance.
  - Develop target access opportunities in support of cyberspace operations.
  - Build an operational and mission data in a target tracker.
  - Facilitate target deconfliction.
  - Produce network reconstructions.
  - Analyze target communications to identify essential elements of information in support of organizational objectives.
  - Perform and document social network analysis.
  - Develop profiles using appropriate tools and databases.
  - Perform project or mission profile management.
  - Enable the operational level planning processes.



- Provide input for the development of Cyber Effects Operations plans and targeting requirements.
- Assist in the development of Courses of Actions (COAs) linked to objectives.
- Identify and document intelligence gaps and shortfalls.
- Reproduce network reconstructions.
- Perform operational use of collection databases.
- Knowledge of cyber operations activities and concepts.
- Knowledge of cyber-attack stages (e.g., reconnaissance, scanning, enumeration, gaining access, escalation of privileges, maintaining access, network exploitation, covering tracks).
- Knowledge of network topology.
- Knowledge of the Joint Targeting Cycle (JTC).
- Knowledge of the overall mission of the Cyber Mission Force (CMF) and how it's organized inclusive of team organizations with work roles.
- Knowledge of how Information Needs and collection requirements are translated, tracked, and prioritized across the extended enterprise.

**1.6.8.2 Site Lead:** The contractor will designate one of the instructor/writers to serve as the site lead. The site lead (SL) will supervise, coordinate work schedules, resolve minor concerns/issues and complete the administrative tasks associated with this PWS. The SL will be familiar with all duties and qualifications stated in the PWS.

- At contract start date possess a T5/Single Scope Background Investigation (SSBI) with SCI eligibility and maintain the required security clearance throughout the life of the contract.
- Be proficient in conflict resolution.
- Possess the skill sets to supervise contractor employees.
- Be capable of coordinating work schedules/assignments of contractor employees.
- Be able to communicate orally and written with COR.

**1.6.8.3 Contractor Replacement:** The contractor will replace, within ten (10) business days, any contract personnel found to be unqualified or otherwise determined unsuitable by the government. This ten-day timeframe also includes any contract instructors who submit their resignation under the current contract.

**1.6.8.4 Certifications and/or Training Certificates:** The contractor will present to the COR certifications and/or training certificates prior to hire. Certification requirements that change during the life of the contract will be approved by the COR. Contractors will be given 60 calendar days from the start date of this contract to obtain required certificate(s) of training and certification with the exception of the clearance; all contract personnel are required to in-process the CCoE G2 within 10 business days. All contract employees will possess experience with Army-standard desktop applications. The government will exercise the right, if deemed necessary, to select an appropriate method (pretest, hands on practical exercise, etc.) to determine if the contractor is qualified/suitable to perform the requirements stated in the PWS.

**1.6.8.5 Government Provided Training:** Contractors attending Army Training will not be charged a tuition fee for mandatory training. Contractors are not authorized to attend elective training regardless of mode of instruction (e.g., resident, troop schools, on-site, garrison/installation instruction or distributed learning. Contractors may only be trained in skills they are not required to bring to the job, such as command unique rules, practices, procedures and/or systems that are essential for the contractor's satisfactory contract performance. This type of training is considered mandatory/required and will be identified in the contract.

**1.6.9 Post Award Conference/Periodic Progress Meetings:** The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action will be taken to resolve outstanding issues.

These meetings will be at no additional cost to the government.

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

**1.6.11 Key Personnel:** All instructor/writers are considered key personnel by the government. The contractor will designate one of the instructor/writers to serve as the site lead (SL). The SL will be responsible for the performance of the work. The SL will have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The SL or alternate will be available between 8:00 a.m. to 5:00 p.m., Monday thru Friday, except Federal holidays or when the government facility is closed for administrative reasons.

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

**1.6.12.1 ID Badges:** The contractor will provide each contractor employee an identification (ID) badge on contract start date or on employment start date. The ID badge will be made of nonmetallic material, be easily readable, and will contain the following minimum information: Employee's Name and Contract Company Name. Contract employees will wear proper identification at Government workplaces. Contractor employees will wear the ID badge at all times when performing work under this contract to include attending government meetings and conferences. Each contract employee will wear the ID badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit such placement. The COR may waive the requirement for contractors to wear ID Badges based upon individual situations.

1.6.12.2 **Electronic Mail:** When contractor employees send e-mail messages to government personnel while performing on this contract, the contractor employee's e-mail address will include the company name together with the person's name (ex: John Smith, Contractor, ABC Company). When contractor employees require access to a government computer, the contractor employee will be required to obtain a Common Access Card. To do so, the contractor employee will request a CAC Card through the COR. All contractor employees will conduct official communication using Government-owned or provided e-mail, networks, websites, systems, and devices. The use of commercial ISP e-mail accounts or personal e-mail accounts to conduct official communication is prohibited. Remote access / telework technology may be leveraged to ensure compliance with these requirements. Contractor employees are prohibited from using Army-assigned e-mail addresses for unofficial business affiliations. Personnel will not provide official email addresses to businesses, affiliated organizations, or online retailers, unless those entities are known by personnel to be legitimately engaging in official business. The COR may authorize the use of contract company email addresses based upon individual situation.

1.6.12.3 **Eligibility Verification for Employment:** E-Verify is an Internet-based system that compares information from an employee's Form I-9, Employment Eligibility Verification, to data

from U.S. Department of Homeland Security and Social Security Administration records to confirm employment eligibility. The U.S. Department of Homeland Security is working to stop unauthorized employment. By using E-Verify to determine the employment eligibility of their employees, companies become part of the solution in addressing this problem. All U.S. employers will complete and retain a Form I-9 for each individual they hire for employment in the United States. This includes citizens and noncitizens. On the form, the employer will examine the employment

eligibility and identity document(s) an employee presents to determine whether the document(s) reasonably appear to be genuine and relate to the individual and record the document information on the Form I-9. The list of acceptable documents can be found on the last page of the form. E-Verify is mandatory for employers with federal contracts or subcontracts that contain the Federal Acquisition Regulation EVerify clause.

1.6.13 **Contractor Travel: Not Applicable.**

1.6.14 Other **Direct Costs:** Not Applicable.

1.6.15 **Data Rights:** The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract will be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be

used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government will be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.6.15.1 **Privacy Act:** All contract personnel assigned to this task will have access to information that may be subject to the Privacy Act of 1974. The contractor is responsible for ensuring all assigned contract personnel are briefed on Privacy Act requirements.

1.6.15.1.1 **Security Policies:** The contractor will ensure that all assigned personnel understand applicable Security policies and directives. Personnel who knowingly violate security policies or directives are subject to immediate removal from any work relating to this contract.

1.6.15.2 **Subcontract Data:** The contractor will ensure that all reportable subcontract data is reported IAW the PWS and to this data collection web site (citing this contract/order number). At the discretion of the prime contractor, this reporting may be done directly by subcontractors to the data collection site; or by the prime contractor after consolidating and rationalizing all significant data from the subcontractors.

1.6.16 **Organizational Conflict of Interest:** Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor will notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and will promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other remedies as he

or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.6.16.1 **Non-Disclosure:** The contractor will not divulge any information accessed and obtained during the course of performing this task to other contractor staff or anyone outside the government. In addition to any organizational conflict of interest provision, contractor personnel assigned to this contract will be required, prior to beginning work, to sign a non-disclosure statement for the government agreeing not

to share any information or data with other contractor personnel not assigned to the project or, if assigned to the project, who has not signed such a non-disclosure statement. Signed nondisclosure statements will be furnished to the COR prior to contract performance. The company will include as part of its Request for Quote (RFQ) submission, its plan to "firewall" these contract personnel and enforce this provision (i.e., internal controls, training, etc.). Failure to adhere to these non-disclosure safeguards may result in termination of this task. Final authorship and copyright (if required) of any deliverables will reside with the government. The contractor will not gain any unfair advantage. The contractor will identify any organizational conflict of interest clauses they or their subcontractors are subject to, current or within three years of federal government contract services, by providing, with their offer, a copy of the clause, a description of the contract services performed, a contract number, a governmental point of contact, and a phone number for that point of contact.

## PART 2 DEFINITIONS & ACRONYMS

### 2. DEFINITIONS AND ACRONYMS:

#### 2.1. DEFINITIONS:

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

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

2.1.3. **CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment will be in writing and will state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4. **DEFECTIVE SERVICE.** A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5. **DELIVERABLE.** Anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.

2.1.6. **KEY PERSONNEL.** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.7. **PHYSICAL SECURITY.** Actions that prevent the loss or damage of Government property.

2.1.8. **QUALITY ASSURANCE.** The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9. **QUALITY ASSURANCE Surveillance Plan (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.10. **QUALITY CONTROL.** All necessary measures taken by the Contractor to assure that the quality of an end product or service will meet contract requirements.

2.1.11. **SUBCONTRACTOR.** One that enters a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.12. **WORKDAY.** The number of hours per day the Contractor provides services in accordance with the contract.

2.1.13. **WORK WEEK.** Monday through Friday, unless specified otherwise.

## 2.2. **ACRONYMS:**

ACOR Alternate Contracting Officer's Representative  
AFARS Army Federal Acquisition Regulation  
Supplement AR Army Regulation  
CCE Contracting Center of Excellence  
CFR Code of Federal Regulations  
CONUS Continental United States (excludes Alaska and Hawaii)  
COR Contracting Officer Representative  
COTR Contracting Officer's Technical Representative  
COTS Commercial-Off-the-Shelf  
DA Department of the Army  
DD250 Department of Defense Form 250 (Receiving Report)  
DD254 Department of Defense Contract Security Requirement List  
DFARS Defense Federal Acquisition Regulation Supplement  
DMDC Defense Manpower Data Center  
DOD Department of Defense  
FAR Federal Acquisition Regulation  
HIPAA Health Insurance Portability and Accountability Act of 1996  
KO Contracting Officer  
OCI Organizational Conflict of Interest  
OCONUS Outside Continental United States (includes Alaska and Hawaii)  
ODC Other Direct Costs  
PIPO Phase In/Phase Out  
POC Point of Contact

PRS Performance Requirements Summary  
PWS Performance Work Statement  
QA Quality Assurance  
QAP Quality Assurance Program  
QASP Quality Assurance Surveillance Plan  
QC Quality Control  
QCP Quality Control Program  
TE Technical Exhibit  
TPOC Technical Point of Contact

## PART 3

### GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

#### **3. GOVERNMENT FURNISHED ITEMS AND SERVICES:**

3.1. **Government-Furnished Resources:** All Government-furnished property will be provided in

accordance and may include: office/workspace, office supplies, telephone service, computer access, and storage space. Government property will be used ONLY in performance of this contract and its deliverables unless approved by the COR. The contractor will account for all property provided by the Government and will be responsible for the security and condition of said property. Serialized items will be annotated at the time of issue, with a signature of acknowledgement by the individual contractors. All GFP is the property of the US Government and will not be transferred to any individual, or agency, public or private without the express written approval of the Contracting Officer. In some cases, as determined by the COR contractors will be required to sign for government provided equipment.

3.2 **Facilities:** The Government will provide the necessary workspace for the contractor staff to provide the support outlined in the PWS. Due to limited availability, contractors may share desk space.

3.3 **Utilities:** The Government will provide electricity, water, phone service, and network services (NIPRNET, SIPRNET, JWICS, and DSN). The Contractor will instruct employees in utilities conservation practices. The contractor will be responsible for operating under conditions that preclude the waste of utilities.

3.4 **Equipment:** The Government will provide contractor personnel computer equipment, other data collection equipment/software, telephones, and monitors. The contractor will have access to printers, plotters, copy machines, scanners and fax machines as needed. The contractor will be responsible for any loss or destruction of or damage to items of Government property that are removed from the installation premises by the contractor – with or without Government approval.

3.3 **Materials:** Not Applicable.

PART 4  
CONTRACTOR FURNISHED ITEMS AND SERVICES

**4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:**

**4.1 General:** The Contractor will furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS.

**4.2 Top Secret/Sensitive Compartmented Information (TS/SCI) Facility Clearance:** The contractor will possess and maintain a Top-Secret Clearance from the Defense Security Service. Contractor employees performing on this contract will be U.S. citizens. Contractor employees, to include subcontractors, will possess and maintain a Top-Secret Security Clearance w/ SCI eligibility. The DD 254 is provided.

**4.3. Materials:** The Contractor will provide—except for property and services specified as government furnished—all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, other items and non-personal services essential to production environment support necessary to meet the requirements under this PWS.

**4.4. Training / Certification:** The contractor will provide, within the specified timeframe, proof of required employee training and/or certifications described under Part 1.

**4.5. Contract Management:** The contractor will provide all management, administration, security, quality control, and all else required to ensure successful completion of all deliverables.

**4.6. Personnel:** The contractor will furnish adequate supervision, including an instructor/writer site lead, and the labor necessary to perform all services in an orderly, timely, and efficient manner. The contractor will utilize qualified and experienced employees capable of achieving the goals established in the contract. All personnel will maintain current qualifications and clearances and obtain any and all training required to meet mission requirements. Contractor personnel are employees of the contractor and under its administrative control and supervision. The contractor through its personnel will perform tasks herein. Contractor will select, supervise, and exercise control and direction over the employees under this contract. The Government will not exercise any supervision or control over the contractor employees in its performance of contractual services under this contract. The contractor will ensure that no prohibited personal services are performed under this contract.

**4.7. Service Contract Information:** Non-Personal Services. The Government and the Contractor understand and agree that the work described in this contract is a "Non-personal Services Contract" as defined in FAR Part 37.101. Therefore, it is further understood and agreed that the Contractor and/or the Contractor's employees:

- Will perform the services described herein as independent contractors, not as employees of the Government.
- Will NOT be placed in a position where they are under the supervision, direction or evaluation of a federal employee, military or civilian, but will, pursuant to the Government's right to inspect, accept or reject work, comply with such general direction of the Contracting Officer or the duly appointed representative of the Contracting Officer as is necessary to ensure completion of the contract objectives.
- Will NOT be placed in a position of command, supervision administration or control over DA military civilian personnel or personnel of other contractors or become part of the Government organization.
- Further as this contract does not create an employer-employee relationship, the entitlements and



benefits applicable to such relationships do NOT apply. Such include, but are not limited to, federal income tax withholding, Federal Insurance Contributions Act (FICA), unemployment compensation and workman's compensation benefits by virtue of this contract.

- Work Force: The successful bidder will not hire persons not legally residing in the United States.

PART 5  
SPECIFIC TASKS

**5. Specific Tasks:**

**5.1 Program Management:** The contractor will provide complete program management and administrative tasks to ensure the requirements of the contract are met and to ensure the contractor adequately controls and supervises its personnel who provide the deliverables described within this PWS. The contractor will provide all necessary personnel, administrative, and managerial resources required to support this contract. The contractor will also be responsible for the following:

- ☐ Supervision, coordination of work schedules, resolution of minor concerns/issues and completion of the administrative tasks associated with this PWS (e.g. deliverables).
- ☐ Be familiar with all duties and qualifications stated in the PWS under sections 1.6.8 and Part 5.
- ☐ Resolve and respond to issues directly with the COR.
- ☐ Provide and gather required information to assist with coordination support efforts.
- ☐ Communicating orally and in writing with COR.
- ☐ Will participate in Quarterly IPR and provide written Report to COR within 3 days of IPR.
- ☐ Ensuring all deliverables described in the PWS are delivered on time.

**5.2. Training Support:** The Instructor/Writer will, provide support to developers, classroom support, participate in operational tests, training material validation, and provide effective training IAW established programs of instruction (POI), the Master Training Plan (MTP), Army Learning Concept (ALC) 2015, USCYBERCOM J7, National Cryptologic Training System (NSA standards per DoDI 3305.09), DoD Cybersecurity Workforce Framework (i.e. DoD 8570 or 8140) training standards, the Joint Cyber Training

and Certification Standards (JCT&CS), and the requirements and deliverables of this acquisition. The contractor will:

- Coordinate all efforts with the COR and designated TPOC.
- Collaborate with training developers.
- Ensure Accuracy of training material.
- Perform services at Fort Gordon and other locations determined by training requirements/events and perform training, receive training, attend workshops, present at conferences, or assess training events as determined by this PWS and the COR.
- Collaborate with current government personnel to establish acceptable training practices and student evaluation criteria.
- Each month conduct 100% review of classroom training materials such as student handouts, lesson plans, slides, and practical exercises for accuracy and adequacy.
- To maintain currency of the courseware and materials, the contractor will obtain and record information regarding modification requirements gleaned from attendance at local meetings and

conferences. The COR will identify the meeting location, security requirements, and method of documentation.

- All course content will be created, edited, updated, and stored in the official Cyber School version control system. Having content stored in any other location or serving content to students that isn't pulled directly from Cyber School version control is not authorized.

**5.2.1. Provide Classroom Instruction:** To train an effective workforce for the Army Cyber Mission Forces (CMF), instructors will provide a learner-centric learning environment as per TRADOC Pam 525-8-2 paragraph 3-5 (dtd 20 January 2011). Instructors guide students as they learn course content. The instructors curate course material in a manner that encourages students to think creatively to solve complex problems which the students have never seen before. Instructors will refrain from using primarily static teaching methodologies that rely on presentation software. They will instead use dynamic techniques that engage students and encourage them to challenge common definitions of cyber and its potential battlespace effects. Specific requirements may change over the life of this work statement and instructors may need to adjust to incorporate in-scope changes. The contractor will be responsible for the following:

- Foster a mentality of aggressive self-development in Cyber School students (e.g. 17 Series MOS).
- Deliver approved instruction to students for each lesson via interactive synchronous and asynchronous learning activities.
- Design and implement a total training package; this includes creating instructional and evaluation content as required.
- Each month review, update and analyze 100% training materials and recommend changes.
- Provide daily attendance reports, and academic reports IAW Cyber School policy.
- Create and maintain training material.
- Stand, bend, and stoop for long periods of time while delivering training.
- Maintain established classroom security requirements and procedures as prescribed in TRADOC Pamphlet 350-70-4, FG policies and CCoE SOPs. All issues will be reported to

the COR or TPOC as soon as identified.

- Maintain and report student attendance, academic records, and statistics to the COR or Cyber School leadership IAW Fort Gordon Regulation 350-5 and CCoE SOPs.
- Provide students with evaluation forms; administer and enforce test control standards,

conduct assessments and testing in subjects taught; grade exams; evaluate results; record exam results; conduct AARs; and administer student course critiques. Develop tests associated with the new curriculum. The tests will be performance-based and/or criterion referenced. Tests are controlled and sensitive materials.

- Monitor and control entry and exit point(s) for a designated Testing facility or location.
- Utilize services of existing third-party government or commercial organizations to update training, and coordinate training requirements as determined by the COR, e.g., TDC, ATRRS, Blackboard, etc. Maintain classroom conditions IAW Cyber School SOP.

**5.2.1.1 Targeting Instructors:** Classroom instruction will include but is not limited to the following:

- Participate in USCYBERCOM's Joint Targeting Cycle.
- Develop Electronic Targeted Folders (ETFs).
- Develop Mission Packages in support of operations in cyberspace.
- Enable the vetting and validation of targets in cyberspace.
- Formulate Collateral Effects Estimates (CEE).
- Development of phased Battlefield Damage Assessment (BDA) reports.
- Use a Target System Analysis (TSA) to aid in target development.
- Participate in targeting related Boards, Bureaus, Centers, Cells and Working Groups (B2C2WG).
- Develop Collateral Effects Estimations (CEEs).
- Enable the assessment of targeted effects in cyberspace.
- Perform target development.
- Conduct target list management and priorities.
- Support multi-domain mission planning.
- Provide instruction to analysts and warfighters on the research, analysis and assessments required in the development of targeting packages.
- Acquire source data and create tailored targeting products

**5.2.1.2 Exploitation Analyst Instructor:** Classroom instruction will include but is not limited to the following:

- Advanced Hacking Methodologies:
  1. Host exploitation techniques.
  2. Fuzzing techniques.
  3. Linux and Windows hands on targets.
  4. Modern OS protections bypass techniques (WIN 8, 10, etc.).
- Identify gaps in technical capabilities.
- Analyze traffic to identify network devices.
- Create and extract important information from packet captures.

- Create collection requirements in support of data acquisition activities.
- Communicate complex information, concepts, or ideas in a confident and well-organized manner through verbal, written, and/or visual means.
- accurately and completely source all data used in intelligence, assessment and/or planning products.
- Develop or recommend analytic approaches or solutions to problems and situations for which information is incomplete or for which no precedent exists.
- Evaluate, analyze, and synthesize large quantities of data (which may be fragmented and contradictory) into high quality, fused targeting/intelligence products.
- Use databases to identify target-relevant information.
- Expand network access by conducting target analysis and collection to identify targets of interest.
- Identify/describe target vulnerability.
- Target development in direct support of collection operations.
- Identify/describe techniques/methods for conducting technical exploitation of the target.
- Use trace route tools and interpret the results as they apply to network analysis and reconstruction.
- ☐ Select the appropriate capability to achieve operational goals.

**5.3. Service Contracting Report (SCR):** The contractor shall report the total dollar amount invoiced for services performed during the previous Government fiscal year under the order, the number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year, and data reported by subcontractors when applicable. This information shall be submitted via the internet at [www.sam.gov](http://www.sam.gov). Reporting inputs shall be for the labor executed during the period of performance during each Government FY, which runs from October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year.

## **5.5. Invoicing/ WAWF:**

**5.5.1. Wide Area Workflow (WAWF):** Invoicing Receipt, Acceptance, and Property Transfer (iRAPT) will be implemented in accordance with DFAR 252.232-7003 Electronic Submission of Payment Requests. Manual invoices will not be accepted.

**5.5.2. Format:** All invoices will be submitted in WAWF as a 2-in-1 invoice with all applicable monthly documentation attached. Monthly documentation includes Monthly Progress Reports (MPR) per CDRL #A001, In- Progress Reviews (IPR), Trip Reports, and other reports where applicable as stated in the PWS. Monthly documentation may not be submitted via email. Invoices submitted as anything other than a 2-in-1 and/or without attached monthly documentation will be rejected.

### **5.5.3. Payment for Travel: Not Applicable**

**5.5.4. Email Notification:** Also, email notification of invoice submission will be sent to the COR and appropriate CMO representative. This email will be initiated through the WAWF system by clicking on the "send more email notifications" link. This link is found at the bottom of the "submitted successfully" page after the invoice is submitted into the system. Email notifications, other than those initiated through WAWF, will not meet proper routing requirements, and will not be accepted. If email notifications are not properly sent to appropriate individuals through WAWF, the invoice will be rejected.

**5.5.5. Invoicing:** A contract employee with the authority to bind the company contractually will certify all invoices. Invoices will be submitted no later than (NLT) ten days after the end of each contract month (30-day period), depending on the contract award date. Failure to submit invoices in a timely manner is a direct violation of this contract agreement. The Government will have the right to exercise a penalty cost, due to the contractor being out of compliance of this contract agreement.

**5.5.6. Final Invoice:** All invoices submitted at the end of the period of performance (each year) will state "final invoice" and be clearly marked as base period. This annotation should be accomplished in Wide Area Workflow Invoice 2-in-1 section, under Tab Misc. Info, and in the area of Initiator Information Comments.

**5.5.7 Insurance Requirements:** Required Insurance under FAR 52.228-5 Insurance – Work on a Government Installation

- General Liability: \$500,000 per occurrence limit on the comprehensive form of policy.
- Workman's Compensation: IAW State Requirements. Employer's liability coverage in the minimum amount of \$100,000.
- Automobile Liability: On the comprehensive form of policy, minimum of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage for all automobiles and trucks used in connection with the performance of the contract.
- the contractor will report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Cyber Center of Excellence via a secure data collection site

PART 6  
APPLICABLE PUBLICATIONS

**6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)**

**General:** The Contractor will abide by all applicable Government regulations, publications, manuals, and local policies and procedures. The Government, for use in accomplishing specified tasks and activities, will supply supporting documentation required to accomplish specific requirements and necessary for creation of written deliverables as described in this PWS.

**6.1 Publication Access:** Applicable publications can be found on the public websites as listed immediately below and will present the most current publication versions.

6.1.1 Field Manuals (FM) may be located on-line at:  
<http://www.apd.army.mil/ProductMaps/PubForm/FM.aspx>.

6.1.2 Army Publications: Army Regulations (AR), Army Pamphlets (PAM) and other selected FM may be located on-line at: <http://www.apd.army.mil/#1>

6.1.3 TRADOC Publications: TRADOC publications may be located on-line at: <http://www.tradoc.army.mil/Publications.asp>.

6.1.4 USACYBER COE & Fort Gordon Publications: USACYBER COE & Fort Gordon Regulations, Pamphlets, Policy Letters & Official Forms may be located on-line at: [http://gordon.army.mil/FG\\_policy\\_letters\\_and\\_regs/](http://gordon.army.mil/FG_policy_letters_and_regs/).

6.2 .2 Applicable Publications, Policy and Guidance Documents:

AR 25-2 Information Assurance  
AR 71-9 Warfighting Capabilities Determination  
AR 71-11 Total Army Analysis

AR 71-32 Force Development and Documentation – Consolidated  
Policies AR 73-1 Test and Evaluation Policy

AR 380-5 Department of the Army Information Security Program  
AR 380-10 Foreign Disclosure and Contacts with Foreign Representatives  
CJCSI 5810.01D. Implementation of the DOD Law of War Program. (or current version)  
CJCSM 3320.02D. Joint Spectrum Interference Resolution (JSIR) Procedures. (or current version)  
DoD 5200.2-R, “Personnel Security Program,” (or current version)

DoD Directive 8570.01, “Information Assurance (IA) Training, Certification, and Workforce Management,” August 15, 2004

DoD 8140, anticipated replacement to DoD 8570 (~Q1FY15)  
DODI 4650.01. Policy and Procedures for Management  
FM 27-10. The Law of Land Warfare.  
FM 3-12. Cyberspace Operations.  
JP 1-04. Legal Support to Military Operations.  
JP 2-0. Joint Intelligence.  
JP 3-0. Joint Operations.  
JP 3-12. Joint Cyberspace Operations.  
JP 3-13. Information Operations.  
JP 3-13.1. Electronic Warfare.  
JP 3-57. Civil-Military Operations.  
JP 3-60. Joint Targeting.

JP 6-01. Joint Electromagnetic Spectrum Management Operations.  
USCYBERCOM Joint Cyberspace Training and Certification Standards (JCT&CS).  
USCYBERCOM Cyber Force Concept of Operations & Employment.

CJCS 3370.xx Target Development Standards.



PART 7  
TECHNICAL EXHIBITS/ATTACHMENTS

Technical Exhibit 1 – Deliverables Schedule  
Technical Exhibit 2 - Performance Requirement Summary  
Technical Exhibit 3 – Estimated Staffing Matrix

Attachment 1 – Contract Data Requirements List  
Attachment 2 – DD 254  
Attachment 3 – Consent Form for Release of Past Performance  
Attachment 4 – Specific Relevant Contract Reference Sheets  
Attachment 5 – Past Performance Questionnaire  
Attachment 6 – Pricing Worksheet  
Attachment 7 – Employee Total Compensation Plan SAMPLE

TECHNICAL EXHIBIT 1  
DELIVERABLE SCHEDULE

ITEM	DATA NUMBER	DUE DATE
Monthly Progress Report	CDRL 001	10 working days after the end of each contract month
In-Progress Review	CDRL 002	Quarterly, written report due 3 days after IPR
Proof of Experience, and Qualification	CDRL 003	When contactor proposes a new employee, prior to hiring
Employee Listing	CDRL 004	Within 10 days of award, monthly, or within two (2) days of any personnel change
Certification/Training Status Spreadsheet	CDRL 005	Monthly with the Monthly Progress Report
Quality Control Plan	CDRL 006	NLT 30 days after award or within 5 days of receipt of notification to revise
Non-Disclosure Agreement (NDA)	CDRL 007	Within 5 calendar days of award or personnel change
Review/Update Training Material	CDRL 008	Monthly with progress report

Monthly Progress Reports (MPR) CDRL A001: The contractor will provide a monthly contractor's Progress, Status and Management written report to the Government per CDRL A001. This document will be delivered within the first ten (10) working days of each month. The monthly progress report should include the following:

- Brief description of the requirements
- Summary of work and accomplishments delivered during the reporting period
- Status of ongoing and planned deliverables
- Significant events regarding the contract
- Schedule for all projects to include major milestones
- Personnel report to include status on personnel vacancies
- Labor (rates, total billed hours, burdened cost, matrix of actual hours versus planned)
- Summary of any training and certifications completed
- Summary of any current or anticipated problems encountered and recommended solutions
- Funding shortfalls to accomplish the work specified for the reporting period
- Summary of activity planned for the next reporting period

The contractor will capture and execute directives from the COR on the accomplishment of work activities. The contractor will respond to Government business relations requests within one workday. The contractor will be prepared to brief monthly progress report content to the Government at short notice (within 24 hours). The Government will require additional periodic Progress Reports and briefings as deemed necessary by the COR for poor performance.

Attend In-Progress Reviews CDRL A002: The contractor will participate in Quarterly IPRs chaired by the Contracting Officer's Representative (COR) and will provide a written report of the IPR to COR within 3 days of IPR.

Proof of Experience and Qualification CDRL A003: Prior to hiring, the contractor will provide the resume to the COR when proposing a new employee. COR will only verify the proposed individual meets the experience and qualifications as specified in the PWS. COR after validation will provide either a concurrence or non-concurrence to the contractor. In the even the individual does not meet the experience and qualifications as specified in this PWS, the COR will provide the rational for non-concurrence to the contractor.

Employee Listing CDRL A004: The contractor will provide an employee listing to the COR within 10 days of award, monthly thereafter, or two (2) days of any personnel change.  
At a minimum the employee listing will include:

- Employee name
- Position held
- Company name (Prime or Sub Contractor)
- Percentage of Prime and Sub Contractors.

Certification/Training Status Spreadsheet CDRL A005: The contractor will provide a Certification and Training Status Spreadsheet to the COR with the monthly status report.

At a minimum this report will include:

- Employee name
- Course/Section employee is hired for.
- Army Staff and Faculty Instructor Training Course(s) employee graduate of.
- Course employee is CCoE Instructor Certified for.

Quality Control Plan CDRL A006: The prime Contractor will provide a Quality Control Plan NLT 30 days after award or within 5 days of receipt of notification to revise. IAW para 1.6.1.

Non-Disclosure Agreement (NDA) CDRL A007: Signed nondisclosure statements will be furnished to the COR within five days of award or personnel change.

Review/Update Training Material CDRL A008: The contractor will submit to the COR a monthly outline of updated course material.

## TECHNICAL EXHIBIT 2

### Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. Contractor trends of less than acceptable performance may result in reductions in monthly payments to reflect the reduced value of the services performed. The "PROPORTION CORRECTIVE ACTION" represents the percentage of the contractor's total payment that may be deducted for unacceptable performance.

Required Service	Paragraph Number	Performance Standard	Acceptable Level of Performance (ALP) or Acceptable Quality Level (AQL)	Method of Surveillance	Deductions/Incentive
Provide Qualified and Certified staff	1.6.8.1; 1.6.8.1.1; 1.6.8.1.2; 1.6.8.2	Contractor manages required positions maintaining qualification and certifications as described in the PWS	Zero Defects Vacant position filled within the allowable time specified or All qualifications and certifications are obtained in the allowable time specified	100% inspection Government review of All qualification and certifications	Deduction in contract for services not performed plus cost of lost training time (vacant contractor position(s) multiplied by course costs per day/hour per CME on contract multiplied by days affected for each class over the allowable performance deviation). IAW FAR 52.246-4 Inspection of Services – Fixed Price. Any defect over allowable performance deviation will result in a NCR and may negatively affect CPARS evaluation.
Training Execution-Instruction	5.2.1	Prepare classroom or range for instructions. Deliver training IAW PWS 5.2, POI, guidance, and applicable regulations or SOPs	Receives a rating 1 or better in all competencies And a combined competencies score of 18 or better on TR Form 600-21-1-R-E	Planned Inspections using TR Form 600-21-1-R-E	Deduction in contract for replacement instructor. COR Lost Time for Inspections and Coordination. Cost of lost training time per student (course cost per day/hour per CME on contract multiplied by days affected for each class missed or started late over allowable

					performance deviation. IAW FAR 52.246-4 Inspection of Services – Fixed Price. Any defect over allowable performance deviation will result in a NCR and may negatively affect CPARS evaluation.
Review Lesson Plans / Training Materials & Curriculum updates	5.2; 5.2.1	Maintain Course material. Delivery will occur within two (2) business days of the due date. Initial delivery of all training status updates will be no less than 95% complete for content.	will be submitted on time 97% of the time.	Evaluation and review of lesson plans and curriculum by COR.	Daily Rate.
Receipt of Contract Deliverables & Reports Publications	5.1 (All)	Provide reports and deliverables as required in the PWS, on time and with a minimum number of defects.	97%	100% Inspection	Contractor's performance documented on monthly reports/CPARS
Compliance with DD254, Contract Security Classification Specification	Entire PWS and DD254 (All)	No security violations	Zero Defects	100% Inspection	IAW FAR 52.246-4 Inspection of Services – Fixed Price. Any defect over allowable performance deviation will result in a NCR and may negatively affect CPARS evaluation. Contract employee subject to removal from contract IAW applicable regulations.
Accounting for Contracting Services	5.3	CMRA online database completed	Zero Defects	COR verifies online database.	Withhold contract invoice payment pending compliance; NCR; CPARS.

TECHNICAL EXHIBIT 3  
Estimated Staffing

Instructor Type	Base Hrs (6 mo)	OY Hrs (12 Mo)	Clearance
Targeting Instructor	3742	7484	TS
Exploitation Analyst	3742	7484	TS

This exhibit reflects the Government's estimated staffing approach for this effort. Offerors are advised that this data is an estimate only and does not represent a request for specific staffing levels by the Government. The Contractor shall be responsible to propose and deploy the correct labor types, mix, number, and hours required to satisfactorily and professionally meet all PWS requirements. Offerors are advised that the staffing approach may be affected by the conversion of this effort to a performance-based contract and by inclusion of the Instructor-to-Student (ITS) ratio of 1:10 in the TRADOC POIs.

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (JUN 2020) -- Alternate I	NOV 2021
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
52.204-2	Security Requirements	MAR 2021
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.219-8	Utilization of Small Business Concerns	OCT 2022
52.219-27	Notice of Service-Disabled Veteran-Owned Small Business Set-Aside	OCT 2022
52.219-28	Post-Award Small Business Program Rerepresentation	OCT 2022
52.222-50	Combating Trafficking in Persons	NOV 2021
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.227-14	Rights in Data--General	MAY 2014
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-1	Payments	APR 1984

52.232-18	Availability Of Funds	APR 1984
52.232-38	Submission of Electronic Funds Transfer Information with Offer	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
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
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7006	Billing Instructions	OCT 2005
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7003	Item Unique Identification and Valuation	MAR 2022
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

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

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) means that--

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record ``Active".

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b)(1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) 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 exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.

(c) 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 establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company physical street address, city, state, and Zip Code.

(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

(End of Provision)



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)

## 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

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

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

Covered telecommunications equipment or services means--

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

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

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

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

Critical technology means--

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

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

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

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

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

(d) Reporting requirement.

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

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

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

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

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

(End of clause)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

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

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

(c) Representations.

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

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

(End of provision)

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2022)

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

“Sensitive technology”--

(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 the stock of which 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 its stock is owned by one or more women; or

(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: \_\_\_\_ ]

Small business concern. The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business concern.

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

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

(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) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

___	___	___
___	___	___

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. \_\_\_

[List as necessary]

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

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

Line Item No. \_\_\_\_\_

[List as necessary]

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

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line item No.
_____
_____
_____

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products:

Line Item No.	Country of origin
_____	_____

_____	_____
_____	_____

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting

Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) *Listed end products.*

Listed end product	Listed countries of origin
_____	_____
_____	_____
_____	_____

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

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

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

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

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

(2) ( ☐ ) Outside the United States.

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

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

(2) ( ☐ ) Outside the United States.

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

( \_\_\_\_ ) TIN: -----.

( \_\_\_\_ ) TIN has been applied for.

( \_\_\_\_ ) TIN is not required because:

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

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

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

(4) Type of organization.

( \_\_\_\_ ) Sole proprietorship;

( \_\_\_\_ ) Partnership;

( \_\_\_\_ ) Corporate entity (not tax-exempt);

( \_\_\_\_ ) Corporate entity (tax-exempt);

( \_\_\_\_ ) Government entity (Federal, State, or local);

( \_\_\_\_ ) Foreign government;

( \_\_\_\_ ) International organization per 26 CFR 1.6049-4;

( \_\_\_\_ ) Other -----.

(5) Common parent.

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

( \_\_\_\_ ) Name and TIN of common parent:

Name - \_\_\_\_ .

TIN - \_\_\_\_ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. By submission of its offer, the offeror represents that--

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

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

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

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](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 (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

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

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

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

Is the immediate owner owned or controlled by another entity:

[ \_\_\_\_ ] Yes or [ \_\_\_\_ ] No.

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

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

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

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

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

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

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

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

\_\_\_\_ .

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

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

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

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

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

(2) The Offeror represents that--

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

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

(End of provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 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. 2402).

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

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

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]

X (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]

\_\_\_\_ (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.

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

X (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).

\_\_\_\_ (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).

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

\_\_\_\_ (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 (JAN 2022) (E.O. 13126).

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

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

\_\_\_\_ (ii) Alternate I (FEB 1999) of 52.222-26.

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

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

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

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

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

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

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

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

X (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (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.

X (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 (OCT 2022) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_\_ (ii) Alternate I (JAN 2021) of 52.225-3.

\_\_\_\_ (iii) Alternate II (JAN 2021) 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 (OCT 2019) 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. 2302 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).

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

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

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

\_\_\_\_ (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).

\_\_\_\_ (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).

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

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

X (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (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).

\_\_\_\_ (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) \_\_\_\_ (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. 2302 Note).

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

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

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

(End of clause)

#### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)

#### 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 before the contract expires.

(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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of clause)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2022)

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

Small business concern--

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

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership,

common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

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

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

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

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

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

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is [611430].

(2) The small business size standard is [\$13.0M].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees if the acquisition--

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

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

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

(c) Representations.

(1) The offeror represents as part of its offer that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business concern; or

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

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

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

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_ .]

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

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

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that--

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

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

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

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

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

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (1) Be punished by imposition of fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-O0008) (OCT 2022)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. "Similarly situated entity," as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are—

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are—

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;



(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause –

[Contracting Officer check as appropriate.]

\_\_\_ By the end of the base term of the contract and then by the end of each subsequent option period; or

\_\_\_ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

#### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

GS 0301- 13, Senior Analyst/ Writer, \$99,764.00 to \$129, 691.00 (General Schedule Job Grading Standard for Miscellaneous Administration And Program)

(End of clause)

#### 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional

employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

#### 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(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):

<https://acquisition.gov/far/index/html>

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of clause)

#### 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(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.

DESTINATION / DESTINATION

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

INVOICE 2in1

(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.

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W91249
Admin DoDAAC**	W91249
Inspect By DoDAAC	TBD
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	TBD
Service Acceptor (DoDAAC)	TBD
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____

Other DoDAAC(s)	_____
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(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

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

(End of clause)

ADDENDUM 52.212-1

## ADDENDUM 52.212-1 Instructions to Offerors

### Proposal Submittal and Inquiries.

1. Proposals shall be submitted prior to the closing date and time identified on SF 1449, to the following address:

Mission and Installation Contracting Command – Fort Gordon  
Attn: Mrs. Ashley Scott  
271 Heritage Park Lane, Bldg. 35200, Room 136  
Fort Gordon, GA 30905  
[ashley.t.scott3.civ@army.mil](mailto:ashley.t.scott3.civ@army.mil)

2. Electronic submissions via facsimile will not be accepted. Offers shall be emailed. It is the offeror's responsibility to verify receipt of proposals prior to the closing date/time. Late proposals will not be accepted. The proposal shall be valid for one hundred and eighty (180) calendar days from the date of initial proposal submission.

3. Address all questions or concerns the offeror may have to the Contract Specialist (Mrs. Ashley Scott) and Contracting Officer (Mrs. Sherrilyn Rice). The SUBJECT LINE shall be "W91249-23-R-0006, Question(s) – Company Name. . . ATTN: Mrs. Ashley Scott & Mrs. Sherrilyn Rice." All questions regarding this solicitation shall be submitted in writing via email (email is the preferred method) **NLT 1:00PM** Eastern Standard Time (EST) on **02 March 2023** to the following:

**Procuring Contracting Officer Name:** Mrs. Sherrilyn Rice

**Email:** [Sherrilyn.u.rice.civ@army.mil](mailto:Sherrilyn.u.rice.civ@army.mil)

**Contract Specialist Name:** Mrs. Ashley Scott

**Email:** [ashley.t.scott3.civ@army.mil](mailto:ashley.t.scott3.civ@army.mil)

Both, Contracting Officer and Contract Specialist will be copied on all correspondence.

The Government reserves the right not to respond to any questions received concerning this solicitation after the questions receipt date above. Accordingly, offerors are encouraged to carefully review all solicitation requirements and submit questions to the Government as early as possible.

4. Site Visit. The Government will not hold a site visit for this requirement.

### B. General Instructions

1. The selection of a source for award purposes will be conducted utilizing source selection (negotiated) procedures as delineated in FAR Part 15.3. Offers will be evaluated using the criteria under Addendum 52.212-2, Evaluation Factors for Award. Noncompliance with the Request for Proposal (RFP) requirements may hamper the Government's ability to properly evaluate the proposal and may result in elimination of the proposal from further consideration for contract award.

2. The Offer. The submission of the documentation specified below will constitute the offeror's acceptance of the terms and conditions of the RFP, concurrence with the Performance Work Statement, and contract type.

3. It is the Government's intention to award **without** discussions. Offerors are encouraged to present their best technical proposal and prices in their initial proposal submission. However, in accordance with (IAW) FAR Part 15.306, should discussions become necessary, the Government reserves the right to hold them. If this occurs, a competitive range will be determined and offerors notified. The competitive range may be limited for purposes of efficiency IAW FAR Part 15.306 (c) (2).

4. Instructions outlined in paragraph C below, prescribe the format for the proposal and describe the approach for the development and presentation of proposal data. These instructions are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of proposals.

5. If an offeror believes that the requirements in these instructions contain an error, an ambiguity, omission, or are otherwise deemed unsound, the offeror shall immediately notify the KO in writing with supporting rationale. The offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion.

6. In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals. Unless the offeror requests otherwise, the Government will destroy extra copies of such unsuccessful proposals.

7. All referenced documents for this solicitation are available on the SAM.gov website formerly (FedBizOpps) website at <https://sam.gov/>.

8. Debriefings. The KO will promptly notify offerors of any decision to exclude them from the competitive range, whereupon they may request and receive a debriefing in accordance with FAR 15.505. The KO will notify offerors who were in the competitive range but were not selected for award in accordance with FAR 15.503(b). Upon such notification, unsuccessful offerors may request and receive a debriefing in accordance with the requirements of FAR 15.506.

9. In accordance with FAR Part 19.7, the offeror will need to submit a small business subcontracting plan with your proposal.

### C. Proposal Preparation Instructions

1. Offerer's proposal shall consist of four (4) volumes: (1) General, (2) Technical, (3) Past Performance and (4) Price.

#### 2. Proposal Format

(a) Offerors shall submit an original of each volume as noted in Table 2 of paragraph (c) below of their proposal.

(b) Exceptions. Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors and subfactors. Failure to meet a requirement may result in an offer being ineligible for award. If the offeror finds it necessary to take exception to any of the requirements specified in this solicitation, the offeror shall clearly identify the applicable Volume and exceptions with a complete explanation of why the exception was taken, what benefit accrues to the Government (if any), and its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. ***Offerors are cautioned that taking an exception may render the offer ineligible for award.*** This information shall be provided in the format below.

**Table 1 - Solicitation Exceptions**

<b>Solicitation Document</b>	<b>Page/Paragraph</b>	<b>Requirement/Portion</b>	<b>Rationale &amp; Impact</b>
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Section B, PWS, Addendum 52.212-1 and FAR 52.212-2 Evaluation-- Commercial Items under Addendum - Evaluation Factors for Award etc.	Applicable Page and Paragraph Numbers	Identify the Requirement or Portion to which exception is taken	Describe the Rationale and Impact of the exception
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(c) The proposals shall be organized into 4 volumes. Each volume of the proposal should be submitted as a separate attachment. A cover sheet should be included in each volume, clearly marked as to volume number, title, copy number, solicitation identification and the offeror's name. All text shall be single spaced paragraphs, Times New Roman Font, Font Size 11 printed in black Color Font, on white paper, in a Word document. (Black and white requirement does not apply to graphics, photos, etc., Company stationary and logos, spreadsheets, are unacceptable).

Printing shall be easily readable (12-pitch type or 10 point proportional spacing.)

Cross-references should be utilized to preclude unnecessary duplication of data between sections.

Table 2

<b>Volume</b>	<b>Title</b>	<b>No. of Email Copies</b>	<b>Page Limits</b>	<b>DIGITAL FORMAT</b>
I	General	1	No Limitations	MS Word or PDF
II	Technical	1	(20)	MS Word or PDF
III	Past Performance	1	3 pages per reference	MS Word or PDF
IV	Price	1	N/A	1 - MS Excel 1- PDF

(d) Proposal Limitation. The proposal shall not exceed the limits stated above. If the page limits are exceeded, the pages in excess of the limit shall be removed and returned, unread, to the offeror. The Government will not accept any changes to the contractor's proposal after the closing date of the solicitation (See FAR 15.208 for further information regarding late proposals). If discussions become necessary, page limitations may be placed on responses to Evaluation Notices (ENs). The specified page limits for EN responses will be identified in the letters forwarding the ENs to the offerors.

(e) Page Limit Includes: All appendices, charts, graphs, diagrams, tables, photographs, drawings, etc.

(f) Page Limit does not include covers for volumes, tables of contents, glossary of abbreviations and acronyms, indices, title pages, cross reference indices, and section dividers/tables if they are inserted solely to provide ease to the reader in locating parts/sections of the proposal. Pages will be counted if they contain any other information, i.e., diagrams, extraneous data, etc. Pages marked "This page intentionally left blank" will not be counted.

(g) What Counts As A Page? A page shall be an 8 ½ X 11" sheet of paper. When both sides of a sheet display printed material, it shall be counted as two pages. Letter size and spacing requirements for illustrations and tables can be at the discretion of the offeror but must be easily readable. Fold-outs will be counted as the appropriate number of pages based on an 8 ½" X 11" sheet of paper. Margins shall be at least 1 inch on the top and bottom and 3/4 inch on the side. The Contractor shall number each page in order to eliminate any confusion. In the event contractor creates an ambiguity in their numbering of pages, the Government may exercise its own discretion



in counting pages. In the event contractor creates an ambiguity in their numbering of pages, the Government may exercise its own discretion in counting pages.

(h) Indexing. Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections.

(i) Glossary of Abbreviations and Acronyms. Each volume shall contain a glossary of all abbreviations and acronyms used, with a definition for each.

### 3. Proposal Content

#### (a) **Volume I – GENERAL.**

Volume I must be clearly marked “VOLUME I – GENERAL Volume, RFP W91249-23-R-0006.

Offerors are required to submit a completed SF 1449 (Solicitation, Offer and Award) (including acknowledgment of Amendments), SF 1449 continuation sheet, Representation and Certifications, and other statements of Offerors. All final monetary extensions shall be in whole dollars only. Failure to follow the below Contract Proposal preparation instructions may cause your proposal to be deemed unacceptable by the Government. The General Volume shall be organized as follows and contain the identified information.

TAB A, Exceptions/Assumptions (if required) - Identification and explanation of any exceptions or deviations. Additionally, any assumptions used in the proposal preparation must be identified.

TAB B, Solicitation, Offer and Award - The SF 1449 shall be submitted fully completed. The offeror is cautioned that the SF 1449 must contain an original signature in block 30a of the form. The contractor shall acknowledge any amendments to the RFP in accordance with the SF 1449 and with Addendum 52.212-1, Instruction to Offerors—Competitive Acquisition. The offeror shall provide the name, title and telephone number of the company/division point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government.

TAB C, SF 1449 – Continuation Sheets -- Supplies or Services and Prices/Costs – This section shall be submitted fully completed and error free. It shall contain the offeror’s prices for the established Contract Line Items Numbers (CLINS).

TAB D, 52.213-3 Alt I, Offeror Representations and Certifications – The offeror shall ensure this section is submitted thoroughly completed with all blocks in each certification/representation completed truthfully and completely.

#### (b) **Volume II – Technical Experience**

Volume II must be clearly marked “VOLUME II – TECHNICAL EXPERIENCE Volume, RFP W91249-23-R-0006.

(1) The Technical Volume shall be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated claims in the Offeror’s proposal. Legibility, clarity and coherence are very important. Responses will be evaluated against the Technical factors defined in Addendum 52.212-2, Evaluation Factors for Award. The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Statements that the offeror understands, can, or will comply with the PWS (including referenced publications, technical data, etc.); statements paraphrasing the PWS or parts thereof (including applicable publications, technical data, etc.); and phrases such as “standard procedures will be employed” or “well known techniques will be used,” etc., will be considered unacceptable. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the offeror's proposal.

Elaborate brochures or documentation, binding, detailed art work, or other embellishments are unnecessary and are not desired. **Volume II shall not include any pricing information.**

(2) The Technical Volume shall, at a minimum, be prepared in a form consistent with the Performance Work Statement (PWS) and the evaluation criteria for award set forth in Addendum 52.212-2 of this solicitation. The section shall be prepared in an orderly format and in sufficient detail to enable the Government to make a thorough evaluation of the contractor's technical competence and ability to comply with the contract task requirements specified in the PWS. The offeror shall address as specifically as possible the actual methodology you would use for accomplishing the PWS tasks. The volume shall be organized according to the following general:

- Table of Contents
- List of Table and Drawings
- Cross Reference Matrix
- Exceptions/Assumptions (Identification and explanation of any exceptions or deviations).  
Additionally, identify any assumptions used in preparing the proposal.

Factor 1: Technical Capability consists of two Subfactors:

Sub-factor 1A – Technical Ability

Sub-factor 1B – Staffing, Recruitment, Retention, and Management Approach

#### Subfactor 1A: Technical Ability

The Offeror's overall technical approach shall demonstrate its knowledge and understanding of the magnitude and complexity of this requirement and its capability to perform all tasks in the Performance Work Statement. The Offeror's technical approach shall also concisely and clearly address the Offeror's approach to plan, organize, control and perform the major performance objectives below:

- Provide Training Support
- Provide Classroom Instruction with qualified and certified instructors
- Provide Lesson / Plan Training Materials and Updates

#### Subfactor 1B: Staffing, Recruitment, Retention, and Management Approach

The Offeror's management approach shall describe the extent to which subcontractors and/or teaming partners (hereafter referred to as "personnel") shall be used to perform this requirement by task and by percentage of the costs of service performed. The Offeror shall also describe procedures for managing subcontractors to include identification of interface points, assignment of management responsibilities to any subcontractors, and procedures for both technical and managerial problem resolution to ensure all requirement are met. The Offeror's management approach shall address its procedures to monitor and manage performance by all personnel, across numerous geographic locations, to ensure timely quality work and to control costs. The Contractor shall be responsible to propose and deploy the correct labor types, mix, number and hours required to satisfactorily and professionally meet all PWS requirement. The Offeror's staffing plan shall describe its plans for recruiting and retaining personnel with all of the qualifications necessary to perform this requirement. The Offeror shall provide the names of all personnel performing under this contract and proof of their certifications, security clearances and other qualifications required for their designated positions. The Offeror's staffing, recruitment, retention, and management approach shall describe the methods by which the Offeror shall recruit and retain highly qualified personnel. A sound staffing and management approach to perform program management, address its procedures to plan, organize, control, and perform the major performance objectives, and manage and monitor all personnel to ensure all PWS requirements are met. In addition, the offeror's staffing, recruitment, retention, and management approach shall address the following:

The Offeror shall provide letters of intent (signed within 60 days of proposal submission) and resumes for all personnel. Resumes and Letters of Commitment are not included in the page count. Résumés must conform to the following format:

- (1) Name
- (2) Education (Degree/discipline/year attained, educational institution)

- (3) Certifications (certification member ID; expiration date)
- (4) Security Clearance (List clearance(s) currently held)
- (5) Proposed Labor Category
- (6) Experience
- (7) Present Position
  - a. Company and title of position
  - b. Dates of employment (month/year to month/year or to “present”)
  - c. Brief description of duties and responsibilities, including supervisory experience
  - d. Number and type of personnel supervised

a. Provide an Organizational Chart, which shall clearly reflect positions and address lines of communication, decision making authority, and problem resolution. The Offeror shall delineate the organization’s chain of command and delegations of authority relating to the execution of the work required in the Performance Work Statement. Describe and outline the strategy(s) and method(s) that will utilized to locate and actively recruit highly qualified and experienced personnel and manage personnel with the required knowledge, skills, education, experience, and applicable position descriptions, certifications, training (to include refresher training), security clearances, and licenses required to support specific positions in accordance with the PWS and necessary to perform and manage contract requirements.

b. Describe and outline the strategy that will be utilized to effectively account for challenges in locating, relocating, and retaining personnel that are qualified to meet all requirements and a recruitment strategy(s) to motivate personnel to relocate to Fort Gordon area and work for the Government.

c. Address how risk will be mitigated and/or eliminated from a technical, staffing, and management perspective.

**(c) Volume III - Past Performance.**

Volume III must be clearly marked “VOLUME III – Past Performance, RFP W91249-23-R-0006.

- (1) The Past Performance evaluation will be accomplished by Offeror’s submission in identifying recent and relevant performance/experience information from at least three (3) but no more than five (5) Federal, State, or Local Government task orders or contracts that the Offeror has performed. Recent is defined as within the past three (3) calendar years from the closing date of this RFP. Relevant is defined as work performed that is similar to that anticipated by the PWS. Each narrative shall also include contract number and amount: the name, telephone number, and email address of the Government representative who can verify past performance. The Past Performance evaluation will be accomplished by reviewing aspects of an Offeror's recent and relevant Past Performance, focusing on and targeting performance which is relevant to the effort as it directly relates to the work being procured under this solicitation and as defined in Addendum 52.212-2.

Past Performance information described herein is required on the offeror and all subcontractors, teaming partners, and/or joint venture partners proposed to perform 51% of the proposed effort based on the total proposed price. The offeror shall submit, along with the information required in this paragraph, a consent letter, executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing release of adverse past performance information to the offeror so the offeror can respond to such information. For each identified effort for a commercial customer, the offeror shall also submit a client authorization letter, authorizing release to the Government of requested information on the offeror's performance.

1. The offeror is requested to submit the Past Performance by the scheduled due date, to the Contracting Officer at the address specified in Addendum 52.212-1.

2. The offeror shall include documentation regarding their relevant past performance as it directly relates to the work being procured under this solicitation. The offeror SHALL NOT go back any farther than 3 years for services for the submitted data. The past performance data shall document a successful history of past contract performance.

3. In conducting the Past Performance evaluation, the Government reserves the right to use both the information provided in the offeror's Past Performance Volume and information obtained from other sources, such as the Past Performance Information Retrieval System (PPIRS) or similar systems, Defense Contract Management Agency (DCMA) and commercial sources. Offerors are reminded that both independent data and data provided by offerors in their proposals may be used by the Government to evaluate offeror past performance. However, the burden of providing thorough, complete, and current past performance information as requested in this paragraph remains with the offerors. Proposals that do not contain the information requested by this paragraph risk rejection or a less than acceptable performance rating by the Government. All past performance comments received will be taken into account and could affect the overall rating. The overall past performance evaluation is a subjective decision based on the whole of all data received. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

4. Submission Requirements. The offeror shall submit a Past Performance Volume containing the following:

- **Table of Contents**
- **Summary Page** describing the role of the offeror and each subcontractor, teaming partner, and /or joint venture partner that the offeror is required to provide Past Performance Specific Relevant Contract Reference Sheets for the past performance experience in accordance with Attachment 4.
- **Consent Letters** executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing the release of past performance information so the offeror can respond to such information. A sample consent letter is attached as Attachment 3.
- **Client Authorization Letters** for each identified effort for a commercial customer authorizing release to the Government of requested information on the offeror's performance.
- **Organization Structure Change History**— Organizational Structure Change History. Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant present or past efforts or between conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition. To facilitate this relevancy determination, include in this proposal volume a "roadmap" describing all such changes in the organization of your company. As part of this explanation, show how these changes impact the relevance of any efforts you identify for past performance evaluation/performance confidence assessment. Since the Government intends to consider present and past performance information provided by other sources as well as that provided by the offeror(s), your "roadmap" should be both specifically applicable to the efforts you identify and general enough to apply to efforts on which the Government receives information from other sources.
- **Specific Relevant Contracts Format - Sheets** in accordance with Attachment 4 and are limited to 3 pages per reference. The offeror shall provide documentation outlining the offeror's past performance with contracts, as a prime or major subcontractor, which is the same or similar in nature, size, and complexity to the services being procured under this Solicitation. The submittal shall include rationale supporting your assertion of relevance and how it was determined that the work performed previously was the same or similar in nature, size, and complexity to the work specified by this solicitation. Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort, and to what aspects of the proposed effort they relate.

**Past Performance Questionnaire - Attachment 5**, Past Performance Questionnaire. For the contracts identified on each Specific Relevant Contract Reference, the offeror shall forward a copy of the Past Performance Questionnaire

to the points of contact responsible for monitoring performance under such contracts. The points of contact shall return the questionnaires directly to Ashley Scott at [ashley.t.scott3.civ@army.mil](mailto:ashley.t.scott3.civ@army.mil) prior to the closing of the RFP. Any questionnaires not returned directly to the KO will not be reviewed and evaluated. The information contained in the questionnaires will be used to evaluate the offeror's past performance. New entities that have no past customers shall annotate on the Summary Page that they have had no previous clients and that the minimum number of questionnaires cannot be provided.

**(d) Volume IV - Price** – The offeror shall complete the Pricing Worksheet (Attachment 6), Employee Total Compensation Plan (Attachment 7) and SF1449 – Continuation Sheets -- Supplies or Services and Prices/Costs section of the solicitation. Offerors shall use Government provided Not-to-Exceed estimates for ODC CLINs. Offerors shall submit a fully completed price breakdown in the format specified in Attachment 6. A separate breakdown shall be submitted for each year and these shall be rolled up to the contract or summary level, which shall be traceable to the amounts inserted in Schedule B. Offerors shall provide proposed prices for each applicable CLIN in Schedule B of this solicitation. All labor proposed on the previously discussed breakdown sheets shall be linked to this labor summary. **The offerors shall provide compensation packages for all employees.**

**Compensation package will be evaluated to ensure the adequacy of retention and recruitment.** The following instructions apply to the prime and subcontractors. Total Compensation Plan for Professional Employees (TCPPE). This solicitation incorporates FAR Clause 52.222-46. In its Price Proposal Volume, the Offeror shall submit a TCPPE setting forth direct labor rates and total fringe benefits proposed for professional labor categories as described in solicitation. The TCPPE shall demonstrate the Offeror's clear understanding of the work to be performed. The Offeror's TCPPE shall indicate the capability of the proposed compensation structure to obtain and keep qualified personnel to meet mission objectives and provide uninterrupted high-quality work. The Offeror's TCPPE shall address recruitment and retention, realism, and its consistency with a total plan for compensation. The Offeror's TCPPE shall describe how the proposed salary rates for professional employees account for differences in skill, complexity of various disciplines, and professional job difficulty. The Offeror's TCPPE shall include supporting information, such as national and regional compensation surveys and studies of professional, public and private organization used in establishing the total compensation structure. Incumbent contractors shall submit information pertaining to the salaries and fringe benefits paid to incumbent contractor personnel who are currently performing or have performed in the three (3) years prior to the date set for submission of proposals, in labor categories, or labor categories equivalent to, those identified by the Offeror as professional employees. For informational purposes only, the government is providing a sample summary of an employee total compensation to summarize the compensation value, see Attachment 7.

All information relating to the proposed price must be included in electronic format. Electronic versions of the price proposal shall be submitted in Microsoft Excel as further delineated below, and files should not be read only or password protected. All Excel formulas, lookup tables, and links should be intact, and no links should exist to files not included with the submission. Excel workbooks should not contain hidden spreadsheets. PDF or flat files will not be considered adequate. The electronic version will take precedence for any differences noted between the hard and electronic versions of an offeror's proposal. Failure to comply with these formatting requirements may result in rejection of your proposal. Offerors' submittals shall be free of viruses, Trojans, spyware, and other malicious code for which appropriate detection and removal/quarantine software exists.

Certified cost or pricing data is not anticipated for the award of contracts due to expected competition; however, the Government reserves the right to request such information should it become necessary consistent with FAR Subpart 15.4, Contract Pricing. Data Other Than Certified Cost or Pricing Data is required to determine the proposed price fair and reasonable.

Contractor shall fill out the attached Pricing Worksheet (Attachment 6). The Price proposal for all the CLINs contained in Schedule B, Pricing Schedule shall contain two Sections: the Price Narrative Section and the Price Proposal Section.

Price Narrative portion in MS Word or compatible format, with a Table of Contents. The price narrative shall provide the basis of estimate for all major elements of the price proposed. The Price Narrative Section shall contain all the narrative explanations used in deriving calculated price (including appropriate references to individual spreadsheets as they appertain). These narratives shall clearly explain the methodologies, calculations, exceptions and assumptions used in developing price.

## ADDENDUM 52.212-2

### ADDENDUM 52.212-2 Evaluation Factors for Award

#### a. Basis for Contract Award

(1) This is a best value source selection conducted in accordance with Federal Acquisition Regulation (FAR) 15.3, Source Selection, as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS), and the Army Federal Acquisition Regulation Supplement (AFARS). Award will be made to a single offeror who is deemed responsible in accordance with the Federal Acquisition Regulation (FAR), whose proposal conforms to the solicitation requirements, and whose proposal, judged by an overall assessment of the evaluation criteria and other considerations specified in this solicitation, represents the Lowest Priced Technically Acceptable offer.

(2) Trade-offs between cost/price and non-cost/price factors are not permitted. Unreasonably high/unrealistically low, unbalanced, inaccurate or incomplete price proposals, may be the grounds for eliminating a proposal from competition.

The Government will evaluate proposed prices for reasonableness using price analysis techniques. Proposed prices evaluated as unreasonable may be grounds for eliminating a proposal from competition.

b. Award for All of the Work. The Government intends to award one (1) as a result of this solicitation. Offers received for less than the stated number of items listed in the Bid Schedule will be considered ineligible for award. As set forth in FAR 52.215-1 (f)(4), the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a), Clarifications and award without discussions). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In the event that discussions are held, a competitive range determination will be made. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

#### c. Evaluation Criteria

- 1) Evaluation criteria consist of factors and subfactors. The proposals will be evaluated under the following three (3) evaluation factors:

Factor 1: Technical Capability

Subfactor 1A: Technical Ability

Subfactor 1B: Management Approach & Staffing Approach

Factor 2: Past Performance

Factor 3: Price

- 2) **Factor 1 - Technical Capability.** The Technical Factor evaluation provides an assessment of the offeror's capability to satisfy the Government's minimum requirements.

Factor 1 – Technical Capability consist of two (2) Subfactors:

Subfactor 1A: Technical Ability

### Subfactor 1B: Staffing, Recruitment, Retention, and Management Approach

#### Subfactor 1A: Technical Ability

The proposal clearly demonstrates that the Offeror has a very good understanding of the entire requirement; has a very good methodology to perform all tasks successfully and on time, and has a very efficient, effective and sound approach to plan, organize, control and perform the major performance objectives. The proposal's overall technical approach shall have little potential to disrupt or degrade performance or to increase costs.

#### Subfactor 1B: Staffing, Recruitment, Retention, and Management Approach

The proposal clearly demonstrates that the Offeror has very sound procedures to monitor and manage performance of all personnel, in all locations, to ensure timely quality work and to control costs. The proposal clearly demonstrates that the Offeror has offered properly qualified personnel in the appropriate labor categories to perform this requirement, has a very sound recruiting and retention plan to ensure the continued availability of properly qualified personnel and has a very efficient, effective and sound staffing approach that ensures an appropriate number of personnel are available to perform this requirement. The proposal's overall management and staffing approach shall have little potential to disrupt or degrade performance or to increase costs.

The Technical Capabilities sub-factors will be assigned an adjectival rating of Acceptable or Unacceptable. The Subfactor ratings will be used to determine an overall rating for the factor. If any Subfactor receives an Unacceptable rating, the overall Technical Capabilities factor will be rated Unacceptable.

The Technical Factors will receive one of the adjectival ratings defined below. The Subfactor ratings will be used to determine an overall rating for the factor.

<b>Table A-1. Technical Acceptable/Unacceptable Ratings</b>	
<b>Rating</b>	<b>Description</b>
Acceptable	Proposal meets the requirements of the solicitation.
Unacceptable	Proposal does not meet the minimum requirements of the solicitation.

(3) Factor 2 - Past Performance. The Past Performance evaluation will assess the offeror's probability of meeting the solicitation's requirements as indicated by that offeror's record of past performance. Past Performance is assessed at the factor level after evaluating aspects of the offeror's recent past performance and focusing on performance that is relevant to the services being procured under this solicitation. Offerors are cautioned that in conducting the performance risk assessment, the Government may use data provided in the offeror's proposal and data obtained from other sources, such as the Past Performance Information Retrieval System (PPIRS) or similar systems and State Department Watch Lists. Past performance areas of evaluation include:

- Quality of Service
- Schedule
- Cost Control
- Customer Satisfaction

(a) Each offeror will receive a performance confidence assessment rating based on the Offeror's recent past performance, focusing on performance that is relevant to the Contract requirements.

(b) Recency Assessment. An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed during the past (3) three years from the date of issuance of this solicitation. Past performance information that fails this condition will not be evaluated.

(c) Relevancy Assessment. To be relevant, the effort must be similar in nature of work, size, and complexity. The Government will conduct an in-depth evaluation of all recent performance information obtained to determine if it is the same or similar in nature of work, size, dollar value, and complexity to the services/products

being procured under this solicitation. Recent past performance is defined as not more than (3) three years from the RFP release date; relevant in terms of similar nature of work, size and complexity.

A relevancy determination of the offeror's (including joint venture partner(s) and major and critical subcontractor(s)) past performance will be made. In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror, teaming partner, or subcontractor whose contract is being reviewed and evaluated. In establishing what is relevant for the acquisition, consideration should be given to what aspects of an offeror's contract history would give the most confidence that the offeror will satisfy the current procurement. The past performance information provided in the proposal and obtained from other sources will be used to establish the relevancy of past performance.

(d) The Past Performance Evaluation Team will review this past performance information and determine the quality and usefulness as it applies to performance confidence assessment.

(e) Assigning Ratings. The Past Performance Factor will be assigned one of the ratings defined below.

Table 4. Past Performance Evaluation Ratings	
Rating	Description
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown (see note below).
Unacceptable	Based on the offeror's performance record, the Government does not have a reasonable expectation that the offeror will be able to successfully perform the required effort.

(f) Offerors without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 [a][2][iv]). Therefore, the offeror shall be determined to have unknown (or "neutral") past performance. In the context of acceptability/unacceptability, neutral rating shall be considered acceptable.

(4) Factor 3 – Price. Evaluation of price will be performed using one or more of the price analysis techniques in FAR 15.404-1(b). Through these techniques the Government will determine whether prices are reasonable, complete and balanced. **Total compensation plans for proposed professional employees shall be evaluated as prescribed by FAR Clause 52.222-46.** The Price factor will not be scored or rated. The Government will evaluate the Offeror's Price Proposal to determine if the price proposal is complete and accurate, in accordance with Section L instructions, and if proposed prices are fair and reasonable and balanced. The Government will evaluate total compensation plans for professional employees as prescribed by FAR Clause 52.222-46. Offerors responding to this solicitation are advised that, prior to award, the Government may request Offerors to submit substantiating information/data to support price reasonableness and the evaluation of the Professional Employees Compensation Plan as described in FAR Clause 52.222-46. An unreasonably high, unbalanced, inaccurate, or incomplete proposal may be grounds for eliminating a proposal from competition or a determination that the proposal will not be considered for award because it is not in compliance with the material requirements of the solicitation. Additionally, failure to comply with the provisions of FAR Clause 52.222-46 may constitute sufficient cause to justify rejection of a proposal.

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). As part of price evaluation, the government will evaluate its option to extend services (see FAR Clause 52.217-8) by adding one-half of the offeror's final option period price to the offeror's total price. Thus, the offeror's total price for the purpose of evaluation will include the base period, 1st option, 2nd option, and 1/2 of the 2nd option. Offerors are not required to enter a price for the six-month period.

Unbalanced Pricing may be evaluated in accordance with FAR 15.404-1(g), as applicable, to assess potential performance risk which could result in unreasonably high prices



## Definitions.

*Reasonableness.* A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.

*Completeness/Accuracy.* The offeror's proposal is in compliance with the Price Volume instructions in the solicitation."

WAGE DETERMINATIONS

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms                      Division of Director                                  Wage Determinations	Wage Determination No.: 2015-4465 Revision No.: 20 Date Of Last Revision: 07/06/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:	With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1 2015 and January 29 2022 and the contract is not renewed or extended on or after January 30 2022:	With certain exceptions Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

States: Georgia South Carolina

Area: Georgia Counties of Burke Columbia Lincoln McDuffie Richmond  
South Carolina Counties of Aiken Edgefield

## \*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.55***
01012 - Accounting Clerk II		16.33
01013 - Accounting Clerk III		18.27
01020 - Administrative Assistant		27.82
01035 - Court Reporter		18.64
01041 - Customer Service Representative I		13.14***
01042 - Customer Service Representative II		14.34***
01043 - Customer Service Representative III		16.09
01051 - Data Entry Operator I		14.39***
01052 - Data Entry Operator II		15.70
01060 - Dispatcher Motor Vehicle		20.04
01070 - Document Preparation Clerk		14.84***
01090 - Duplicating Machine Operator		14.84***
01111 - General Clerk I		13.39***
01112 - General Clerk II		14.49***
01113 - General Clerk III		16.21
01120 - Housing Referral Assistant		20.78
01141 - Messenger Courier		12.44***
01191 - Order Clerk I		15.08
01192 - Order Clerk II		17.16
01261 - Personnel Assistant (Employment) I		16.74
01262 - Personnel Assistant (Employment) II		18.72
01263 - Personnel Assistant (Employment) III		20.87
01270 - Production Control Clerk		24.21
01290 - Rental Clerk		14.61***
01300 - Scheduler Maintenance		16.66
01311 - Secretary I		16.66
01312 - Secretary II		18.64
01313 - Secretary III		20.78
01320 - Service Order Dispatcher		17.91
01410 - Supply Technician		27.82
01420 - Survey Worker		16.97
01460 - Switchboard Operator/Receptionist		13.88***
01531 - Travel Clerk I		13.55***
01532 - Travel Clerk II		14.95***
01533 - Travel Clerk III		16.14
01611 - Word Processor I		14.84***
01612 - Word Processor II		16.66
01613 - Word Processor III		18.64
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer Fiberglass		22.63
05010 - Automotive Electrician		19.81
05040 - Automotive Glass Installer		18.38
05070 - Automotive Worker		18.65
05110 - Mobile Equipment Servicer		15.93
05130 - Motor Equipment Metal Mechanic		21.07
05160 - Motor Equipment Metal Worker		18.65
05190 - Motor Vehicle Mechanic		20.76
05220 - Motor Vehicle Mechanic Helper		14.87***
05250 - Motor Vehicle Upholstery Worker		17.46
05280 - Motor Vehicle Wrecker		18.65
05310 - Painter Automotive		19.50

05340 - Radiator Repair Specialist	18.65
05370 - Tire Repairer	14.71***
05400 - Transmission Repair Specialist	21.07
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.34***
07041 - Cook I	12.67***
07042 - Cook II	14.62***
07070 - Dishwasher	10.08***
07130 - Food Service Worker	10.47***
07210 - Meat Cutter	16.05
07260 - Waiter/Waitress	9.04***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.35
09040 - Furniture Handler	12.10***
09080 - Furniture Refinisher	18.35
09090 - Furniture Refinisher Helper	13.88***
09110 - Furniture Repairer Minor	16.18
09130 - Upholsterer	18.35
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.06***
11060 - Elevator Operator	11.45***
11090 - Gardener	18.45
11122 - Housekeeping Aide	11.45***
11150 - Janitor	11.45***
11210 - Laborer Grounds Maintenance	13.92***
11240 - Maid or Houseman	10.15***
11260 - Pruner	12.33***
11270 - Tractor Operator	16.97
11330 - Trail Maintenance Worker	13.92***
11360 - Window Cleaner	12.93***
12000 - Health Occupations	
12010 - Ambulance Driver	15.97
12011 - Breath Alcohol Technician	20.06
12012 - Certified Occupational Therapist Assistant	30.22
12015 - Certified Physical Therapist Assistant	29.80
12020 - Dental Assistant	18.84
12025 - Dental Hygienist	29.90
12030 - EKG Technician	32.88
12035 - Electroneurodiagnostic Technologist	32.88
12040 - Emergency Medical Technician	15.97
12071 - Licensed Practical Nurse I	17.93
12072 - Licensed Practical Nurse II	20.06
12073 - Licensed Practical Nurse III	22.36
12100 - Medical Assistant	14.92***
12130 - Medical Laboratory Technician	24.25
12160 - Medical Record Clerk	19.54
12190 - Medical Record Technician	21.86
12195 - Medical Transcriptionist	17.93
12210 - Nuclear Medicine Technologist	37.57
12221 - Nursing Assistant I	11.99***
12222 - Nursing Assistant II	13.48***
12223 - Nursing Assistant III	14.71***
12224 - Nursing Assistant IV	16.51
12235 - Optical Dispenser	17.64
12236 - Optical Technician	17.93
12250 - Pharmacy Technician	17.08
12280 - Phlebotomist	15.53

12305 - Radiologic Technologist	28.82
12311 - Registered Nurse I	25.86
12312 - Registered Nurse II	29.83
12313 - Registered Nurse II Specialist	29.83
12314 - Registered Nurse III	36.08
12315 - Registered Nurse III Anesthetist	36.08
12316 - Registered Nurse IV	43.26
12317 - Scheduler (Drug and Alcohol Testing)	24.85
12320 - Substance Abuse Treatment Counselor	22.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.54
13012 - Exhibits Specialist II	27.91
13013 - Exhibits Specialist III	34.15
13041 - Illustrator I	22.54
13042 - Illustrator II	27.91
13043 - Illustrator III	34.15
13047 - Librarian	30.92
13050 - Library Aide/Clerk	13.42***
13054 - Library Information Technology Systems Administrator	27.91
13058 - Library Technician	16.35
13061 - Media Specialist I	20.14
13062 - Media Specialist II	22.54
13063 - Media Specialist III	25.12
13071 - Photographer I	18.95
13072 - Photographer II	21.20
13073 - Photographer III	26.27
13074 - Photographer IV	32.14
13075 - Photographer V	38.87
13090 - Technical Order Library Clerk	17.31
13110 - Video Teleconference Technician	22.89
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.45
14042 - Computer Operator II	21.56
14043 - Computer Operator III	24.78
14044 - Computer Operator IV	27.54
14045 - Computer Operator V	30.50
14071 - Computer Programmer I	(see 1) 24.88
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.45
14160 - Personal Computer Support Technician	27.54
14170 - System Support Specialist	30.50
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.39
15020 - Aircrew Training Devices Instructor (Rated)	37.97
15030 - Air Crew Training Devices Instructor (Pilot)	45.52
15050 - Computer Based Training Specialist / Instructor	31.39
15060 - Educational Technologist	36.92
15070 - Flight Instructor (Pilot)	45.52
15080 - Graphic Artist	22.96
15085 - Maintenance Test Pilot Fixed Jet/Prop	45.52
15086 - Maintenance Test Pilot Rotary Wing	45.52

15088 - Non-Maintenance Test/Co-Pilot	45.52
15090 - Technical Instructor	24.20
15095 - Technical Instructor/Course Developer	29.60
15110 - Test Proctor	19.54
15120 - Tutor	19.54
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.29***
16030 - Counter Attendant	10.29***
16040 - Dry Cleaner	12.35***
16070 - Finisher Flatwork Machine	10.29***
16090 - Presser Hand	10.29***
16110 - Presser Machine Drycleaning	10.29***
16130 - Presser Machine Shirts	10.29***
16160 - Presser Machine Wearing Apparel Laundry	10.29***
16190 - Sewing Machine Operator	13.05***
16220 - Tailor	13.78***
16250 - Washer Machine	10.97***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.43
19040 - Tool And Die Maker	25.54
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.58
21030 - Material Coordinator	24.15
21040 - Material Expediter	24.15
21050 - Material Handling Laborer	13.53***
21071 - Order Filler	12.69***
21080 - Production Line Worker (Food Processing)	17.58
21110 - Shipping Packer	17.51
21130 - Shipping/Receiving Clerk	17.51
21140 - Store Worker I	11.94***
21150 - Stock Clerk	16.99
21210 - Tools And Parts Attendant	17.58
21410 - Warehouse Specialist	17.58
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.09
23019 - Aircraft Logs and Records Technician	22.74
23021 - Aircraft Mechanic I	27.44
23022 - Aircraft Mechanic II	29.09
23023 - Aircraft Mechanic III	30.61
23040 - Aircraft Mechanic Helper	19.50
23050 - Aircraft Painter	25.79
23060 - Aircraft Servicer	22.74
23070 - Aircraft Survival Flight Equipment Technician	25.79
23080 - Aircraft Worker	24.30
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24.30
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.44
23110 - Appliance Mechanic	22.34
23120 - Bicycle Repairer	19.18
23125 - Cable Splicer	35.24
23130 - Carpenter Maintenance	23.01
23140 - Carpet Layer	20.66
23160 - Electrician Maintenance	26.27
23181 - Electronics Technician Maintenance I	27.26
23182 - Electronics Technician Maintenance II	28.93
23183 - Electronics Technician Maintenance III	30.78

23260 - Fabric Worker	20.72
23290 - Fire Alarm System Mechanic	19.80
23310 - Fire Extinguisher Repairer	19.18
23311 - Fuel Distribution System Mechanic	26.84
23312 - Fuel Distribution System Operator	20.92
23370 - General Maintenance Worker	19.25
23380 - Ground Support Equipment Mechanic	27.44
23381 - Ground Support Equipment Servicer	22.74
23382 - Ground Support Equipment Worker	24.30
23391 - Gunsmith I	19.18
23392 - Gunsmith II	22.14
23393 - Gunsmith III	25.00
23410 - Heating Ventilation And Air-Conditioning Mechanic	21.40
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	22.69
23430 - Heavy Equipment Mechanic	25.61
23440 - Heavy Equipment Operator	21.07
23460 - Instrument Mechanic	25.00
23465 - Laboratory/Shelter Mechanic	23.50
23470 - Laborer	13.53***
23510 - Locksmith	20.46
23530 - Machinery Maintenance Mechanic	28.90
23550 - Machinist Maintenance	22.85
23580 - Maintenance Trades Helper	15.16
23591 - Metrology Technician I	25.00
23592 - Metrology Technician II	26.50
23593 - Metrology Technician III	27.88
23640 - Millwright	28.74
23710 - Office Appliance Repairer	17.81
23760 - Painter Maintenance	17.49
23790 - Pipefitter Maintenance	25.00
23810 - Plumber Maintenance	23.50
23820 - Pneudraulic Systems Mechanic	25.00
23850 - Rigger	25.00
23870 - Scale Mechanic	22.14
23890 - Sheet-Metal Worker Maintenance	24.84
23910 - Small Engine Mechanic	18.99
23931 - Telecommunications Mechanic I	25.65
23932 - Telecommunications Mechanic II	27.19
23950 - Telephone Lineman	25.00
23960 - Welder Combination Maintenance	23.13
23965 - Well Driller	25.00
23970 - Woodcraft Worker	25.00
23980 - Woodworker	19.18
24000 - Personal Needs Occupations	
24550 - Case Manager	15.17
24570 - Child Care Attendant	11.00***
24580 - Child Care Center Clerk	14.13***
24610 - Chore Aide	11.24***
24620 - Family Readiness And Support Services Coordinator	15.17
24630 - Homemaker	15.71
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.99
25040 - Sewage Plant Operator	20.87
25070 - Stationary Engineer	28.99

25190 - Ventilation Equipment Tender	20.49
25210 - Water Treatment Plant Operator	20.87
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.74
27007 - Baggage Inspector	15.96
27008 - Corrections Officer	17.76
27010 - Court Security Officer	18.73
27030 - Detection Dog Handler	17.85
27040 - Detention Officer	17.76
27070 - Firefighter	18.51
27101 - Guard I	15.96
27102 - Guard II	17.85
27131 - Police Officer I	21.84
27132 - Police Officer II	24.27
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.58***
28042 - Carnival Equipment Repairer	13.68***
28043 - Carnival Worker	9.14***
28210 - Gate Attendant/Gate Tender	17.30
28310 - Lifeguard	11.34***
28350 - Park Attendant (Aide)	19.36
28510 - Recreation Aide/Health Facility Attendant	14.14***
28515 - Recreation Specialist	23.85
28630 - Sports Official	15.43
28690 - Swimming Pool Operator	17.62
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.36
29020 - Hatch Tender	29.36
29030 - Line Handler	29.36
29041 - Stevedore I	27.48
29042 - Stevedore II	31.17
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	41.26
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	20.28
30022 - Archeological Technician II	22.69
30023 - Archeological Technician III	28.11
30030 - Cartographic Technician	27.87
30040 - Civil Engineering Technician	26.72
30051 - Cryogenic Technician I	28.14
30052 - Cryogenic Technician II	31.09
30061 - Drafter/CAD Operator I	20.28
30062 - Drafter/CAD Operator II	22.69
30063 - Drafter/CAD Operator III	25.28
30064 - Drafter/CAD Operator IV	29.85
30081 - Engineering Technician I	17.77
30082 - Engineering Technician II	20.10
30083 - Engineering Technician III	22.53
30084 - Engineering Technician IV	27.93
30085 - Engineering Technician V	32.62
30086 - Engineering Technician VI	37.46
30090 - Environmental Technician	30.54
30095 - Evidence Control Specialist	25.41
30210 - Laboratory Technician	27.17
30221 - Latent Fingerprint Technician I	28.14
30222 - Latent Fingerprint Technician II	31.09

30240 - Mathematical Technician	30.54
30361 - Paralegal/Legal Assistant I	18.68
30362 - Paralegal/Legal Assistant II	23.14
30363 - Paralegal/Legal Assistant III	28.31
30364 - Paralegal/Legal Assistant IV	34.24
30375 - Petroleum Supply Specialist	31.09
30390 - Photo-Optics Technician	27.76
30395 - Radiation Control Technician	31.09
30461 - Technical Writer I	26.03
30462 - Technical Writer II	31.85
30463 - Technical Writer III	38.52
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	29.85
30502 - Weather Forecaster II	36.31
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 25.28
30621 - Weather Observer Senior	(see 2) 26.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	12.58***
31030 - Bus Driver	16.50
31043 - Driver Courier	16.22
31260 - Parking and Lot Attendant	10.89***
31290 - Shuttle Bus Driver	16.39
31310 - Taxi Driver	11.80***
31361 - Truckdriver Light	17.63
31362 - Truckdriver Medium	19.04
31363 - Truckdriver Heavy	22.07
31364 - Truckdriver Tractor-Trailer	22.07
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47
99030 - Cashier	10.47***
99050 - Desk Clerk	10.72***
99095 - Embalmer	26.29
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	14.30***
99252 - Laboratory Animal Caretaker II	15.52
99260 - Marketing Analyst	26.78
99310 - Mortician	26.29
99410 - Pest Controller	17.51
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	16.41
99711 - Recycling Specialist	19.99
99730 - Refuse Collector	14.53***
99810 - Sales Clerk	11.29***
99820 - School Crossing Guard	13.42***
99830 - Survey Party Chief	22.77
99831 - Surveying Aide	14.82***
99832 - Surveying Technician	20.25
99840 - Vending Machine Attendant	18.66
99841 - Vending Machine Repairer	23.41
99842 - Vending Machine Repairer Helper	18.66



\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour) or 13658 (\$11.25 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour up to 40 hours per week or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour up to 40 hours per week or \$176.40 per week or \$764.40 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 8 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of twelve paid holidays per year: New Year's Day Martin Luther King Jr's Birthday Washington's Birthday Good Friday Memorial Day Juneteenth National Independence Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual

employed in a bona fide executive administrative or professional capacity as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17) this wage determination may not include wage rates for all occupations within those job families. In such instances a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry and are not determinative of whether an employee is an exempt computer professional. To be exempt computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14 2006)). Accordingly this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

#### \*\* HAZARDOUS PAY DIFFERENTIAL \*\*

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor

prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."