

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER RQ-32-23-000020		PAGE 1 OF 60	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 16PBGC23Q0028	
6. SOLICITATION ISSUE DATE		7. FOR SOLICITATION INFORMATION CALL:		a. NAME Sierra Villanueva		b. TELEPHONE NUMBER (No collect calls)	
8. OFFER DUE DATE/ LOCAL TIME MAY 12, 2023 12:00 PM PT		9. ISSUED BY PENSION BENEFIT GUARANTY CORP PROCUREMENT DEPARTMENT 445 12th St. SW WASHINGTON DC 20024-2101		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541611 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD: \$24.5M			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO See Schedule		16. ADMINISTERED BY			
17a. CONTRACTOR/ OFFEROR. CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Please	see continuation page for line item details.						
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule					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 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA					<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

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

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

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>See Section 1, Services and Pricing Schedule, for the official Contract Line Item Number (CLIN).</p> <p>The Contractor shall invoice in accordance with the official CLIN schedule and IAW clause PBGC 52.232-7000.</p> <p>The Contractor shall provide the services listed in Section 2, Statement of Objectives.</p> <p>PR NUMBER: RQ-32-23-000020</p> <p>SHIP TO:</p> <p>PENSION BENEFIT GUARANTY CORPORATION WORKPLACE SOLUTIONS DEPARTMENT 445 12th St. SW WASHINGTON DC 20024-2101</p> <p>FOB : Destination</p> <p>Period of Performance: 08/11/2023 to 06/10/2024</p>	1.00	EA		

Table of Contents

Combined Synopsis & Solicitation Description.....	5
Section 1 - Services and Prices.....	6
Section 2 - Statement of Objectives.....	7
Section 3 - Instructions to Offerors.....	14
Section 4 - Evaluation.....	18
52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	25
52.212-4CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022).....	25
52.212-5CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022).....	28
52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	31
PBGC 52.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (JAN 2012).....	32
PBGC 52.204-7000 RECORDS MANAGEMENT (SEP 2017).....	32
PBGC 52.207-7001CONTRACTOR TELEWORK (MAY 2020).....	33
PBGC 52.209-7001 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2017).....	34
PBGC 52.209-7002 HANDLING PBGC DATA (MAY 2017).....	35
PBGC 52.231-7000 OTHER DIRECT COSTS (MAY 2012).....	38
PBGC 52.232-7000 SUBMISSION OF INVOICES (FIXED-PRICE) (SEPT 2017).....	38
PBGC 52.237-7000 KEY PERSONNEL (APR 2018).....	38
PBGC 52.237-7001 EDUCATION AND EXPERIENCE QUALIFICATIONS (DEC 2014).....	39
PBGC 52.237-7002 FITNESS DETERMINATION (JAN 2023).....	39
PBGC 52.237-7004 TRAINING (MAR 2016).....	41
PBGC 52.237-7005 INFORMATION SECURITY TRAINING (MAR 2020).....	42
PBGC 52.237-7007 DISPLAY OF PBGC IDENTIFICATION BADGES (JAN 2023).....	42
PBGC 52.239-7000 SECTION 508 ACCESSIBILITY STANDARDS (MAR 2020).....	43
PBGC 52.239-7007Managed IT Services (SEP 2020).....	43
PBGC 52.242-7000 POSTAWARD CONFERENCE (JAN 2023).....	45
PBGC 52.246-7000 INSPECTION AND ACCEPTANCE OF DELIVERABLES (JAN 2012).....	45
PBGC 52.247-7000 PACKAGING AND MARKING (JAN 2012).....	45
52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	46
52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (OCT 2014).....	46
52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018).....	46
52.204-13SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018).....	47
52.204-16COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020).....	47
52.204-20PREDECESSOR OF OFFEROR (AUG 2020).....	47
52.204-24REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021).....	47
52.204-25PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021).....	49
52.204-26COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020).....	49
52.209-5CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020).....	49
52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018).....	49
52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016).....	49
52.212-3OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022).....	49
52.224-1 PRIVACY ACT NOTIFICATION (APR 1984).....	59
52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996).....	59
52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997).....	60

CLAUSES

Combined Synopsis & Solicitation Description

Combined Synopsis/Solicitation Description

1. This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in the Federal Acquisition Regulation (FAR) subpart 13.105, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued. The Government intends to award a Firm Fixed Price (FFP) contract under Simplified Acquisition Procedures (SAP) using FAR Part 13.
2. The solicitation reference number is 16PBGC23Q0028. This requirement is issued as a Request for Quote (RFQ).
3. This solicitation is not set aside for small business. The associated North American Industry Classification System (NAICS) code is 541611 - Administrative Management and General Management Consulting Services.
4. PBGC is seeking a qualified Contractor to perform a comprehensive Model Risk Management and governance review of its Single-Employer (SE)-Pension Insurance Modeling System (PIMS) and Multiemployer (ME)-PIMS in an effort to assess and support its model-related goals of conceptual soundness, operational validity, efficacy in functionality and performance, transparency and sufficiency in documentation, and effectiveness in model governance. Please see the Statement of Objections in the RFQ for additional details.

SECTION 1 SERVICES AND PRICES

1. GENERAL DESCRIPTION

This is a Request for Proposal (RFP) for Pension Insurance Modeling System (PIMS) Peer Review. PBGC is seeking a qualified Contractor to perform a comprehensive Model Risk Management and governance review of its PIMS forecasting models in an effort to assess and support its model-related goals of conceptual soundness, operational validity, efficacy in functionality and performance, transparency and sufficiency in documentation, and effectiveness in model governance.

The Contractor shall perform all services for the PIMS Peer Review for PBGC as listed in Section 2, Statement of Objectives.

2. PRICING SCHEDULE

The Offeror shall propose Fixed Firm Prices (FFP) for the Labor Categories depicted in Attachment 1 - Pricing Schedule, in accordance with Section 3 – Instructions to Offeror in this solicitation.

[See the Request for Proposal (RFP) Attachment 1 – Pricing Schedule for fillable.]

Pension Insurance Modeling System (PIMS) Peer Review				
Pricing Template				
Fixed Firm Price (FFP) Type Contract				
*Period of Performance: 11 August 2023 - 10 June 2024 (One 1-Month Onboarding and one 9-Month Performance)				
Government Labor Category	Units	Quantity	Unit Price	Price
CLIN 0001 PIMS Peer Review per Section 2 - Statement of Objectives	9	Month	To Be Proposed	To Be Proposed
CLIN 0002 **Other Direct Costs	Not To Exceed (NTE)			\$3,000.00
Base Period Total				\$3,000.00
<p>*Period of Performance begins the business day following completion of on-boarding requirements for all consultants. Consultants are defined as those persons that have access to PBGC systems for the purpose of this Peer Review. (See on-boarding requirements at PBCE Clause 52.237-7005 - Information Security Training [and credentialing] and PBGC clause 52.237-7002 - Fitness Determination). The estimated one (1) month allocated for onboarding purposes is <i>not</i> billable. The period of performance for work performed in accordance with the Statement of Objectives begins after <i>all</i> consultants are onboarded and ready to begin the Peer Review. Invoicing shall commence at that time and includes up to nine (9) billable months for the completion of the study.</p>				
<p>**Other Direct Costs is allocated for travel and related expenses to government approved credentialing sites for onboarding and issuing a PIV card. Costs shall be in accordance with Federal Travel Regulations, prescribed by the General Services Administration, for travel in the contiguous United States, available on a subscription basis from the Superintendent of Documents, U.S. Government Publishing Office, Washington DC 20402 Stock No.922-002-00000-2, or go to: https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation.</p>				

TBP = To Be Proposed by Offeror

Not to Exceed (NTE) Total Contract Ceiling Price: [TBP].

Contract ceiling prices and total number of hours for each period of performance are not to be exceeded unless modified via bilateral modification.

STATEMENT OF OBJECTIVES
Pension Insurance Modeling System (PIMS) Peer Review
Model Risk Management Assessment
January 10, 2023

Requirement Objectives

The Moving Ahead for Progress in the 21st Century Act (MAP-21, Pub. L. No. 112-141) was enacted on July 6, 2012. Section 40233(a) of MAP-21 requires the Pension Benefit Guaranty Corporation (PBGC) to contract with a capable agency or organization that is independent of PBGC to conduct annual peer reviews of the Single-Employer (SE)-Pension Insurance Modeling System (PIMS) and Multiemployer (ME)-PIMS. In practice, comprehensive reviews are conducted at least once every 5 years with targeted, more limited, reviews conducted in interim years.

The next peer review will provide PBGC with a comprehensive peer review of PBGC's SE-PIMS and ME-PIMS. The PIMS models are used to develop PBGC's annual Projections Report, a 10-year projection of the financial position of each of PBGC's two insurance programs – the Single-Employer Program and the Multiemployer Program. PBGC also uses these forecasting models to analyze the potential effects of legislative proposals that impact private sector defined benefit plans and the insurance programs, as well as for additional budgeting and analysis internal to PBGC.

PBGC is seeking a qualified Contractor to perform a comprehensive Model Risk Management and governance review of its PIMS forecasting models in an effort to assess and support its model-related goals of conceptual soundness, operational validity, efficacy in functionality and performance, transparency and sufficiency in documentation, and effectiveness in model governance. The remainder of this document sets forth PBGC's specific expectations. In addition, PBGC would welcome suggested refinements within each requested review element based on the Contractor's depth of experience and expertise in model risk management reviews. In addition, PBGC would also entertain any proposed sub-contracting by Contractor as necessary in order to best accomplish any identified specialty elements of the review.

While this review is meant to be broad in nature, it does not include technical analyses of the calculations and related assumptions and methods.

The specific objectives of this model risk management review, by area of focus, are as follows:

- **User and Stakeholder Interviews:** the key objective is to enable the Contractor to gather information about the PIMS models through feedback from both PIMS users and stakeholders in order to support the remainder of the review
- **The Conceptual Framework of The Models:** the key objective is to assess whether the overall design and theory underpinning the models accomplish their desired purpose and are aligned with industry best practices
- **The Operation of the Models:** the key objectives are to evaluate the validity and processes regarding the replicability of the models, and whether the models are used appropriately relative to their intended purpose
- **The Functionality and Performance of the Models:** the key objectives are to evaluate whether the models are functioning as intended and documented, and to assess how well model results

compare to actual outcomes, and the extent to which the sources of differences are understood and used in model enhancements

- **Model Documentation:** the key objectives are to assess the comprehensiveness, transparency, and consistency of model documentation
- **The Governance of the Models:** the key objectives are to evaluate the comprehensiveness and effectiveness of the policies and controls supporting the models relative to industry best practices.

PBGC is currently engaged in a multi-year effort to update and modernize the current PIMS models. The new versions are referred to as “transformational PIMS,” or “T-PIMS”. The new T-PIMS models will provide more modeling flexibility and use more sophisticated modeling techniques. Although the scope of this peer review focuses on the current PIMS models, findings and recommendations on methods, policies, documentation, procedures, and governance will inform improvements to both the current and future models and supporting practices.

Project scope items and deliverables

The Contractor review shall include the following scope items and associated deliverables:

- (1) *User and Stakeholder Interviews.* Due to the uniqueness of PBGC’s operations, a robust study of PIMS is not possible without objective input from the various users of the SE-PIMS and ME-PIMS models. Therefore, this review shall include a series of formal interviews with users of the models, both “hands-on” users and “informational” users, as well as interviews with various stakeholders and decision makers who are *informed* by the results of the models. These interviews are generally expected to be 30–90 minutes in length, depending on the type of user/stakeholder, and shall be completed in the initial phases of the overall review in order to inform the Contractor on context and details required for the remaining scope items.
 - a. *User Interviews.* This subset of interviews shall include both PBGC staff and contractors who maintain and use the SE-PIMS and ME-PIMS models. In addition to actual “hands-on” model users, this subset of interviews shall also include consumers of the models’ results. We anticipate this set of interviews to include between 10-15 individuals. Information gathered and documented shall include, but not necessarily be limited to the below. Not all items are applicable to each individual and depend upon each user’s role:
 - i. The user’s specific role in utilizing, maintaining, and improving the model,
 - ii. The user’s level of access to the model’s different environments,
 - iii. Who the user works/coordinates with on the model,
 - iv. How the user coordinates with other users,
 - v. A listing of the projects for which the user utilizes the model,
 - vi. How training was obtained and what resources were used,
 - vii. How the user makes updates to the model and how the user documents any updates made,
 - viii. An assessment of the user’s understanding of the model’s purpose, functionality, and limitations, and
 - ix. An assessment of the user’s understanding of how the model results are used by the various stakeholders.
 - b. *Stakeholder, Policy Official Interviews.* This subset of interviews shall include a sampling of individuals who are currently informed by the results produced by PIMS. Possible interviewees would include: PBGC Director, Chief Policy Officer, PBGC Office of Policy

and External Affairs, representatives from the Department of Labor, Department of Treasury, Department of Commerce, Congressional Committees of Jurisdiction, Congressional Budget Office, Joint Committee on Taxation, and Office of Management and Budget. Names of potential interviewees will be subsequently provided to the selected Contractor. We anticipate this set of interviews to include between 7-10 individuals. Information gathered and documented shall include, but not necessarily be limited to:

- i. The uses of the information obtained,
- ii. The user's understanding of what the model results represent,
- iii. The user's understanding of the model's purpose, functionality, and limitations, and
- iv. Any additional information the user would like to obtain from the model.

Deliverable: The deliverable associated with this first scope item shall be an interim report summarizing the information obtained from the User and Stakeholder Interviews, including (but not limited to) the elements set forth in Items (1)a and (1)b above. In an effort to encourage information sharing, the report shall highlight recurring themes and key learnings observed from the interviews, without specific attribution to a particular interviewee. In addition to the specific interview questions set forth in (1)a and (1)b above, the Contractor is directed to add additional questions the Contractor deems necessary for purposes of the Model Peer Review. The interim report for this phase of the review shall be submitted within the first three months of the engagement from the date the Contractor onboarding process has been completed and be submitted along with the deliverable for the below scope item #2.

(2) Conceptual Framework of the Models. As described above, the current PIMS models are used to project the future financial position of PBGC's Single-Employer and Multiemployer Insurance Programs, to evaluate the potential impact of various legislative proposals, and for additional budgeting and analysis internal to PBGC. Within these broad categories of use, a wide array of analyses is performed, the results of which are used to inform PBGC management, policy officials and analysts in the executive and legislative branches, and the public. With this in mind, the objective of this scope item shall be to assess whether the overall approach, design and theory collectively achieve the models' intended purposes and includes:

- a. A high-level review of the theory and design of the models, including an assessment as to whether these fundamental underpinnings are consistent with the models' intended purposes,
- b. A high-level review of how effectively model inputs support the conceptual framework of the models and achieve the models' intended purposes,
- c. Identification of additional market information not currently used in the models that, if combined with current inputs, would enhance model effectiveness, and
- d. Recommendation of any additional industry best practice approaches to support PBGC's goal of model conceptual soundness.

Deliverable: The deliverable associated with this second scope item shall be an interim report assessing the Conceptual Framework (as described above) of the models including an analysis of items (2)a through (2)c as set forth above including Contractor observations, conclusions and recommendations for immediate action or further study. Item (2)d shall include additional Contractor recommendations that would further support PBGC's goal of model conceptual soundness. The interim report for this phase of

the review shall be submitted within the first three months of the engagement from the date the Contractor onboarding process has been completed and be submitted along with the deliverable for the above scope item #1.

(3) The Operations of the Models. An operational review including the ability to review and replicate model results, reporting capabilities, peer-review protocols, and intended versus actual model usage. This includes but is not limited to the following specific items:

- a. A review of current model outputs. This includes an evaluation of the accessibility of the output information, its efficacy in enabling users to validate model results, and an assessment of current practices regarding testing the replicability of model results,
- b. An assessment of the existing model's output and reporting capabilities, including the ability to generate results in a timely and flexible manner,
- c. An assessment of existing validation protocols and recommended best-practice approaches going forward,
- d. Development of an inventory of current users/stakeholders, type of user/stakeholder, and uses of the model including an assessment of how appropriately the model is being used versus its intended purposes, and
- e. Recommendation of any additional industry best practice approaches to support PBGC's goal of model operational excellence.

Deliverable: The deliverable associated with this third scope item shall be an interim report assessing the operational effectiveness of the PIMS models including an analysis of Items (3)a through (3)d, as set forth above, including Contractor observations, conclusions and recommendations for immediate action or further study. Item (3)e shall include any additional Contractor recommendations that would further support PBGC's goal of model operational excellence. The interim report for this phase of the review shall be completed and submitted within the first six months of the engagement from the date the Contractor onboarding process has been completed and be submitted along with the deliverable for the below scope item #4.

(4) The Functionality and Performance of the Models. An assessment of whether the models are functioning consistently with their design and documentation as well as how modeled results compare to actual outcomes, including (but not limited to) the following specific items:

- a. A high-level assessment as to current model effectiveness at capturing the full range of potential outcomes including any recommended improvements,
- b. A high-level assessment of whether additional deterministic functionality should be utilized to supplement the stochastic modeling in order to illustrate extreme tail-risk events,
- c. A retrospective assessment of modeled results relative to actual outcomes, and an assessment of the extent to which differences are explained, understood, and used in model enhancements. Specifically, Contractor shall focus/perform this assessment from a macro-economic point of view only, i.e., interest rates, asset returns, bankruptcies, etc. In addition, Contractor shall *advise* PBGC on a best practice approach to retroactively assessing modeled liability results internally including best approach to reflecting otherwise non-comparable results such as regulatory/legislative changes,

- d. A review of current model functionality relative to its intended purpose and recommended improvements to enhance the model's effectiveness,
- e. A review of key deliverables (i.e., Projections Report, President's Budget, a sampling of Technical Assistance deliverables) from the point of view of their overall effectiveness relative to their intended purpose and audience, and
- f. Recommendation of any additional industry best practice approaches to support PBGC's goal of model functionality and performance excellence.

Deliverable: The deliverable associated with this fourth scope item shall be an interim report assessing the functionality and performance of the PIMS models including an analysis of Items (4)a through (4)e, as set forth above, including Contractor observations, conclusions and recommendations for immediate action or further study. Item (4)f shall include any additional Contractor recommendations that would further support PBGC's goal of model functionality and performance excellence. The interim report for this phase of the review shall be completed and submitted within the first six months of the engagement from the date the Contractor onboarding process has been completed and be submitted along with the deliverable for the above scope item #3. In addition, at this point of the review, the Contractor will prepare and lead a presentation to the Board Representatives summarizing preliminary observations based on the above first four phases of the review.

- (5) Model Documentation. An assessment of existing model documentation including its comprehensiveness, readability, and consistency, including (but not limited to) the following specific scope items:
- a. Review of all existing published documentation (user guides, model methodologies, model assumptions, etc.),
 - b. Review of the current PIMS webpage including accuracy, sufficiency and clarity of content as well as overall transparency,
 - c. An assessment as to whether supporting documents and resources adequately inform users in order to avoid misuse, misinterpretation, or misrepresentation, including any suggested changes/updates,
 - d. A review of whether appropriate and sufficient disclosures exist in the model deliverables to avoid misuse, misinterpretation, or misrepresentation,
 - e. An assessment of the current documentation procedures relative to best practices as well as relative to standard PBGC documentation protocols, and recommendations on the same, and
 - f. Recommendation of any additional industry best practice approaches to support PBGC's goal of excellence in model documentation.

Deliverable: An interim report assessing the documentation supporting the PIMS models including an analysis of Items (5)a through (5)e, as set forth above, including Contractor observations, conclusions and recommendations for immediate action or further study. Item (5)f shall include any additional Contractor recommendations that would further support PBGC's goal of excellence in model documentation. The interim report for this phase of the review shall be completed and submitted within the first nine months of the engagement from the date the Contractor onboarding process has been completed and be submitted along with the deliverable for the below scope item #6.

- (6) The Governance of the Models. An assessment of the policies and controls used to support the PIMS models, including but not limited to their completeness and effectiveness. This assessment shall include identification of any deficiencies of the existing governance structure, especially as compared to best practices of other organizations that employ similar analytic or forecasting models. The focus of the governance assessment includes (but is not limited to) the following specific items:
- a. Review of the existing oversight, model review, and decision-making process, including as compared to industry/relevant best practices,
 - b. A delineation of the various roles and responsibilities that are or should be put in place,
 - c. An assessment of compliance with existing governance practices,
 - d. An assessment of the necessary skillset and experience of model users, and whether PBGC has the appropriate composition of subject matter expertise (e.g., actuaries, economists, statisticians, data scientists, etc.) to support the model,
 - e. An assessment of existing training procedures with regard to model usage by PBGC staff and the availability of effective materials to support such training,
 - f. An assessment of the measures in place to ensure that PBGC users of the models retain the knowledge necessary to maintain and enhance the models in the future, as well as succession planning measures,
 - g. Recommended process for monitoring significant changes in economic and actuarial forecasting techniques, and
 - h. Recommendation of any additional industry best practice approaches to support PBGC's goal of excellence in model governance.

Deliverable: The deliverable associated with this sixth scope item shall be an interim report assessing the Governance of the PIMS models including an analysis of Items (6)a through (6)g set forth above, including Contractor observations, conclusions and recommendations for immediate action or further study. Item (6)h shall include any Contractor recommendations that would further support PBGC's goal of excellence in model governance. The interim report for this phase six of the review shall be completed and submitted within the first nine months of the engagement from the date the Contractor onboarding process has been completed and be submitted along with the deliverable for the above scope item #5.

- (7) Final Report and Presentation: Upon conclusion of the review, the Contractor will prepare and submit a formal overall report and lead a presentation to the Board Representatives to present final observations and recommendations based on all phases of the review. All recommendations made regarding changes, additions or improvements shall be considered and prioritized consistent with the anticipated incremental value realized versus the cost and/or effort to adopt. Where appropriate, the report shall identify changes that can be implemented for the existing Legacy PIMS models versus what can be implemented for the new T-PIMS models (or both). This final phase of the review shall take place within nine months of the engagement from the date the Contractor onboarding process has been completed.

Schedule of Deliverables:

Item	Relevant Section(s) Above	Deadline (From date of completed onboarding)
Interim Report on results of interviews and analysis of model conceptual framework	Sections #1 and #2	Three months
Interim Report on results of analysis of model operations, functionality and performance	Sections #3 and #4	Six months
Interim Presentation to Board of Representatives (*)	Sections #1 through #4	Six months
Interim Report on results of analysis of model documentation and governance	Sections #5 and #6	Nine months
Final Report and Presentation to Board of Representatives (*)	Sections #1 through #7	Nine months

(*) Draft reports due two weeks prior to Board meetings in order to allow sufficient lead review time.

Supporting Information

Additional information on SE-PIMS and ME-PIMS, including copies of recent PIMS Peer Review reports and detailed descriptions of the model, can be found at the following link:

<https://www.pbgc.gov/about/projections-report/pension-insurance-modeling-system>

Section 3 – Instructions to Offerors

I. General

The Offeror shall provide a quote that conforms to the requirements outlined in the solicitation. The Government intends to make an award based on the initial submission; therefore, the Offeror's initial submission should represent their best offer, considering all terms, conditions, and price. The Government may reject any or all quotes if such action is in the public interest as well as waive informalities and minor irregularities in the quotation(s) received. The Government reserves the right to make no award as a result of this solicitation, depending on the quality of the quotation(s) received. Offerors that fail to furnish required information, representations or reject the terms and conditions of this solicitation may be excluded from consideration. While the Offeror may add assumptions, nothing contained in the successful quote shall constitute a waiver to any other requirement in the solicitation. Offerors shall not restate or paraphrase the Government's requirements.

The Government is not liable for any cost incurred by any quotes in response to this solicitation.

II. Question Submission Instructions

Questions regarding this solicitation shall be submitted via email to the Contracting Officer (CO), Sierra Villanueva, at villanueva.sierra@pbgc.gov, and the Contract Specialist (CS), Tia Ragsdale, at ragsdale.tia@pbgc.gov, no later than April 27, 2023 at 12:00 PM, Eastern Time.

Any questions received after the due date may not be answered. Prospective Offerors shall submit their questions in the format provided in Attachment 2 to this solicitation.

Offerors are also warned against contacting any PBGC personnel outside of the Procurement Department regarding this solicitation prior to award of the contract. If such contact occurs and is determined to be prejudicial to competing Offerors, the Offeror making such contact may be excluded from award consideration. No information concerning this solicitation will be provided in response to telephone calls. Any responses to questions will be published as an amendment to the solicitation.

Each Offeror shall complete the appropriate sections of the SF1449 and return it with their quote. All amendments issued under this solicitation must also be signed and returned with the quote.

III. Quote Format, Instructions, and Composition General Instructions:

The quote shall use the following format to assist in providing a fair and equitable evaluation of all quotes:

- 8.5 by 11-inch size.
- 12 pitch print or larger, Times New Roman style font.
- Legible tables, charts, graphs, and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible, and shall not exceed 11 by 17 inches in size. For tables, charts, graphs and figures, the text shall be no smaller than 10-point Arial or Times New Roman.
- 1-inch margin at the top, bottom and both sides of each page.
- All documents shall be in a Microsoft Office Compatible format.
- All pages single spaced.
- Every page sequentially numbered.

The Offeror shall furnish the quote into two (2) separate volumes – the Technical Quote (Volume I) and the Price Quote (Volume II). The individual volumes, required content, and pages limitations are as follows:

Section	Page Limit
Cover Letter	Not counted in page limit.
Table of Contents	Not counted in page limit.
Volume I: Technical Quote	30 pages maximum PDF Format. Appendix A: Key Personnel Resumes (limited to two pages per Key Personnel). This appendix is not included in the Technical Volume page count.
Volume II: Price Quote	No page limit. Microsoft Excel format version of the pricing.

The Technical Quotation (Volume I) shall be submitted as a separate document from the Price Quotation (Volume II) so that the evaluation of each volume may be conducted independently. The Offeror shall ensure that no pricing information is contained in the technical volume of the quote.

IV. Compliance Requirement

The Offeror shall submit a quote following the instructions listed in Section 3 and addressing the evaluation factors listed in Section 4. All quotes will be evaluated preliminarily to ensure compliance with the requirements set forth in this solicitation, which include timely receipt of the quote. The Offeror shall prepare a Cross-Reference Matrix cross referencing all RFQ requirements to the location of the Offeror's responses in their quote. The Offeror's format is acceptable.

V. Cover Letter

A cover letter shall accompany the quote to set forth any information that the Offeror wishes to bring to the attention of the Government. The cover letter shall also stipulate that the Offeror's quote is predicated upon all the terms and conditions in this RFQ. In addition, the cover letter must contain a statement that the Offeror's quote is valid for a period of 180 calendar days from the submission date of the quote.

The following introductory information is required in the Cover Letter of Volume I of the quote:

- RFQ Number 16PBGC23Q0028
- Name and address of Offeror
- Name, telephone number & email address of main point-of-contact
- Name of your contract administration office
- Date of submission
- Name, title, and signature of authorized representative. The person signing the quote must have the authority to commit the Offeror to all the provisions of the quote, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussions.
- DUNS number
- CAGE code
- Name address, DUNS number CAGE code for each of the proposed teaming partners.

VI. Volume I – Technical Quotation

Factor 1 – Key Personnel

The Offeror shall provide resumes for each proposed key personnel which demonstrates they either meet or exceed the requirements provided in Section 4 herein.

Factor 2 – Technical Approach and Capabilities

The Offeror shall provide the technical approach and capabilities, whereas the Offeror shall demonstrate the following:

- (a) Meets or exceeds the requirements described in the Statement of Objectives (SOS).
- (b) Possesses (10) ten years of experience with stochastic forecasting, including projections of interest rates, capital markets and bankruptcy or default rates.
- (c) Has experience with time-series statistical variables and a deep knowledge of complex forecasting models.
- (d) Meets the required elements of the requested review, both in general as well as specifically with regard to the following elements referenced in the SOO, including a detailed description of the steps the Offeror would take to the following:
 - i. SOO Item (4)b. Provide a high-level assessment of whether additional deterministic functionality should be utilized to supplement the stochastic modeling in order to illustrate extreme tail-risk events.
 - ii SOO Item (4)c. Provide a retrospective assessment of modeled results relative to actual outcomes, and an assessment of the extent to which differences are explained, understood, and used in model enhancements. Specifically, the Offeror shall describe the approach to focus and perform this assessment from a macro-economic point of view only, i.e., interest rates, asset returns, bankruptcies, etc. In addition, Contractor shall describe the approach on advising PBGC on a best practice approach to retroactively assess modeled liability results internally, to include the best approach to reflect otherwise non-comparable results due to events such as regulatory/legislative changes.
 - iii. Demonstrate how the Offeror would apply their experience and expertise in order to provide the Government with recommendations of any additional industry best practice approaches to support PBGC's goals of model excellence, including SOO Items: (2)d., (3)e., (4)f., (5)f., and (6)h.
- (e) The Offeror shall provide a Quality Assurance Surveillance Plan (QASP) that demonstrates the quoted team's technical approach and capability to satisfy the RFQ, Section 2, SOO, Schedule of Deliverables. In addition, Offeror's QASP shall address how it will staff to accomplish the work based on understanding the requirements, staff roles, skill mix, number of people, and level of effort over the duration of the project.

Factor 3 – Management Approach

The Offeror's shall provide their management approach and their ability to successfully meet or exceed the requirements for managing and accomplishing the Government's SOO requirements.

Specifically, the Offeror shall:

- (a) Provide a strategy for the effective and efficient management of contract activities, personnel, business operations, and program management activities.
- (b) Provide evidence of the Company's personnel resources and the capability to increase supporting personnel at PBGC's request.
- (c) Provide supportive evidence of the availability of the quoted team during the life of the contract to ensure timely completion of the deliverables and requirements in accomplishing the SOO.
- (d) Provide a disclosure of whether the quoted staff (key and non-key) personnel are committed to other active Government contracts and the extent that they will be committed to support the award resulting from this Request for Quote (RFQ) solicitation.

Factor 4 – Past Performance

The Offeror shall provide past performance where the Offeror had direct responsibilities as the prime contractor performing recent and relevant projects similar in nature to the work described in the SOO. The following characteristics of the Past Performance shall include:

- Quality of Services
- Cost Control
- Timeliness of Performance
- Business relations including problem responsiveness
- Customer Satisfaction

VII. Volume II – Price Quotation

Factor 5 – Price

The Offeror shall use Attachment 1 included in this RFQ to provide a quote for CLIN 0001 – PIMS Peer Review per Section 2 of the Statement of Objectives.

For evaluation purposes only, the total evaluated price is the sum of the total prices submitted for (a) the base period, and (c) the six-month extension authorized by FAR clause 52.217-8. For purposes of determining the total price for the six-month extension authorized by FAR 52.217-8, the total price is calculated by prorating the monthly price of the base and multiplying by six. Accordingly, Offerors shall include pricing in their price quotes regarding the exercise of FAR 52.217-8. The agency will include the pricing for 52.217-8 in its overall pricing evaluation. Evaluation of the six-month extension option will not obligate the Government to exercise the option(s). AN OFFEROR'S FAILURE TO PROVIDE PRICING FOR THE FAR 52.217-8 EXTENSION OF SERVICES CLAUSE WILL RESULT IN THE OFFEROR'S QUOTE OR QUOTE BEING FOUND EITHER NON-COMPLIANT OR TECHNICALLY UNACCEPTABLE AND INELIGIBLE FOR AWARD.

No Offeror exceptions to the terms of this solicitation, or assumptions are anticipated. If exceptions to terms, or assumptions are included in your quote, it may be rejected on grounds that it failed to comply with solicitation requirements.

Section 4 - Evaluation Criteria

I. METHOD OF AWARD

The Government will employ a best value trade-off procurement process in accordance with FAR subpart 13.5. Contracts for the acquisition of commercial products or commercial services are subject to the policies in other parts of the FAR. When a policy in another part of the FAR is inconsistent with a policy in Part 13, Part 12 shall take precedence for the acquisition of commercial products or commercial services.

The Government contemplates making an award to one responsible Offeror whose quote conforms to this solicitation and is determined to be most advantageous to the Government (i.e., that which represents the best value to the Government), price and other factors considered.

To be accepted and eligible for evaluation, quotes must comply with the Section 3 - Instructions to Offerors within this solicitation and must meet all solicitation requirements. The Government will not evaluate quotes that are incomplete and that do not provide all solicitation-requested information.

The Government may award the resulting contract to other than the lowest priced Offeror. In the event that two or more quotations are considered technically equivalent, the price will be of primary importance in determining the quote that is most advantageous to the Government. Offerors are cautioned that award may not necessarily be made to the lowest priced quote or the highest technically rated quote for any individual factor.

An Offeror that includes information that substantiates the statements listed in its quote will be rated higher than an Offeror whose quote contains unclear or ambiguous language, or merely paraphrases the Government's requirements.

II. EVALUATION FACTORS

The PBGC will evaluate each Offeror's quote using the evaluation factors identified below and will assign an adjectival rating to each non-price factor. The following factors will be used to evaluate quotes:

Factors:

Factor 1: Key Personnel
Factor 2: Technical Approach and Capabilities
Factor 3: Management Approach
Factor 4: Past Performance
Factor 5: Price

Relative Order of Importance:

Factor 1: Key Personnel, Factor 2: Technical Approach and Capabilities, Factor 3: Management Approach, and Factor 4: Past Performance, when combined, are significantly more important than Factor 5: Price.

Factor 1: Key Personnel and Factor 2: Technical Approach and Capabilities, when combined, are significantly more important than Factor 3: Management Approach, and Factor 4: Past Performance, when combined.

Factor 1: Key Personnel and Factor 2: Technical Approach and Capabilities, are approximately equal in importance to one another. Likewise, Factor 3: Management Approach and Factor 4: Past Performance, are approximately equal in importance to one another.

III. VOLUME I – TECHNICAL QUOTATION

Factor 1 – Key Personnel

The Government will evaluate the Offeror's quoted key personnel to determine their capabilities in successfully performing the technical requirements of this solicitation and the resulting award by meeting or exceeding the minimum requirements outlined within this evaluation factor. The Offeror's quotation will be evaluated for information which demonstrates that the quoted key staff have the education, training, knowledge, and experience to successfully execute the requirements herein, noting that it is acceptable to sub-contract specific, highly technical areas of the review in order to meet all necessary technical requirements.

Collectively, the quoted Key Personnel (including named sub-contractors, if any) must meet or exceed the following requirements:

- (a) Team member(s) with the training and experience necessary to evaluate and make recommendations on the design, operation, functionality, performance, and governance of complex stochastic models – including but not limited to modeling interest rates, capital markets, and bankruptcy or default rates under various economic conditions.
- (b) Team member(s) must have 10+ years of stochastic modeling experience and may include economists, data scientists, statisticians, credentialed financial analysts (minimum qualifications of Chartered Financial Analyst), and credentialed actuaries (minimum qualifications of Enrolled Actuary or Associate of the Society of Actuaries with 10+ years of pension experience.) Expertise in corporate finance pertaining to plan funding and de-risking in defined benefit pension plans is desirable.

Factor 2 – Technical Approach and Capabilities

The Government will evaluate the Offeror's technical approach and capabilities as follows:

- (a) To determine if they meet or exceed the requirements described in this solicitation.
- (b) To determine if the Offeror provides at least 10 years of experience with stochastic forecasting, including projections of interest rates, capital markets and bankruptcy or default rates, within their technical approach.
- (c) To determine if the Offeror and quoted team clearly demonstrate experience with time-series statistical variables and a deep knowledge of complex forecasting models.
- (d) To determine the comprehensiveness of the Offeror's approach to meeting the required elements of the requested review, both in general as well as specifically with regard to the following elements referenced in the Statement of Objectives (SOO), including a detailed description of the steps the Offeror would take:
 - i. SOO Item (4)b. To provide a high-level assessment of whether additional deterministic functionality should be utilized to supplement the stochastic modeling in order to illustrate extreme tail-risk events.

- ii. SOO Item (4)c. To provide a retrospective assessment of modeled results relative to actual outcomes, and an assessment of the extent to which differences are explained, understood, and used in model enhancements. Specifically, Contractor shall focus/perform this assessment from a macro-economic point of view only, i.e., interest rates, asset returns, bankruptcies, etc. In addition, Contractor shall *advise* PBGC on a best practice approach to retroactively assessing modeled liability results internally including best approach to reflecting otherwise non-comparable results due to events such as regulatory/legislative changes.
 - iii. How the Offeror plans to apply the Offeror's experience and expertise in order to provide the Government with recommendations of any additional industry best practice approaches to support PBGC's goals of model excellence, including SOO Items: (2)d., (3)e., (4)f., (5)f., and (6)h.
- (e) The Offeror shall quote a Quality Assurance Surveillance Plan (QASP) that demonstrates the quoted team's technical approach and capability to satisfy the RFQ, Section 2, SOO, Schedule of Deliverables. In addition, the Offeror's QASP shall address how it will staff to accomplish the work based on understanding the requirements, staff roles, skill mix, number of people, level of effort over the duration of the project.

Factor 3 – Management Approach

The Government will evaluate the Offeror's quoted management approach and their ability to successfully meet or exceed the requirements for managing and accomplishing the Government's SOO requirements.

The Offeror's management approach will be evaluated to determine the following:

- (a) The extent to which the Offeror has developed a strategy for the effective and efficient management of contract activities, personnel, business operations, and program management activities.
- (b) If the Offeror has provided clear evidence of the Offeror's (i.e., firm or organization) personnel resources and the capability to increase supporting personnel at PBGC's request.
- (c) If the Offeror provided clear and supportive evidence of the availability of the quoted team during the life of the contract to ensure timely completion of the deliverables and requirements in accomplishing the SOO.
- (d) Whether the quoted staff (key and non-key) personnel are committed to other active Government contracts and the extent that they will be committed to support the award resulting from this solicitation.

Factor 4 – Past Performance

The Government will evaluate the Offeror's past performance where the Offeror had direct responsibilities as the prime contractor performing recent and relevant projects similar in nature to the work described in the SOO. The following will be evaluated to determine the extent to which the effort demonstrates:

- Quality of Services
- Cost Control
- Timeliness of Performance
- Business relations including problem responsiveness
- Customer Satisfaction

IV. VOLUME II – PRICE QUOTATION

Factor 5 – Price

In evaluating the Offeror's price quote, price will not be point scored, assigned a numerical weight, nor adjectivally rated. Please use Attachment 1 – Services and Pricing Schedule Fillable to submit pricing.

The Government will evaluate the Offeror's quoted pricing for reasonableness and to determine if the quoted pricing is reflective of the Offeror's approach for the technical factors in delivering the requirements set forth in the Government's SOO.

For evaluation purposes only, the total evaluated price is the sum of the total prices submitted for (a) the base period, (b) all option periods, and (c) the six-month extension authorized by FAR clause 52.217-8. For purposes of determining the total price for the six-month extension authorized by FAR 52.217-8, the total price is calculated as one-half of the total price for the final option period of the contract. Accordingly, Offerors shall include pricing in their price quotes regarding the exercise of FAR 52.217-8. The agency will include the pricing for 52.217-8 in its overall pricing evaluation. Evaluation of the six-month extension option(s) will not obligate the Government to exercise the option(s). AN OFFEROR'S FAILURE TO PROVIDE PRICING FOR THE FAR 52.217-8 EXTENSION OF SERVICES CLAUSE WILL RESULT IN THE OFFEROR'S QUOTE OR QUOTE BEING FOUND EITHER NON-COMPLIANT OR TECHNICALLY UNACCEPTABLE AND INELIGIBLE FOR AWARD.

No Offeror exceptions to the terms of this solicitation, or assumptions are anticipated. If exceptions to terms, or assumptions are included in your quote, it may be rejected on grounds that it failed to comply with solicitation requirements.

V. EVALUATION RATINGS AND DEFINITIONS (FACTORS 1, 2, AND 3)

The Government will use a combined technical/risk rating (see Table 1A) which includes consideration of risk in conjunction with the strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies in determining technical ratings. The Technical Risk rating methodology is included in Table 1B.

TABLE 1A: COMBINED TECHNICAL / RISK RATING METHOD	
Adjectival Rating	Description
Outstanding	Quote indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.

Good	Quote indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Quote meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal	Quote has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Unacceptable	Quote does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Quote is unawardable.

TABLE 1B: TECHNICAL RISK RATING METHOD	
Adjectival Rating	Description
Low	Quote may contain weakness(es) which have little potential to cause disruption of schedule, increased cost, or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Quote contains a significant weakness or combination of weaknesses which may potentially cause disruption of schedule, increased cost, or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
High	Quote contains a significant weakness or combination of weaknesses which is likely to cause significant disruption of schedule, increased cost, or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.
Unacceptable	Quote contains a material failure or a combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level.

For the purpose of documenting strengths and weaknesses, the following definitions are to be used:

Strength – An aspect of an offeror's quote that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

Weakness – A flaw in the quote that increases the risk of unsuccessful contract performance.

Significant Weakness – A flaw in the quote that appreciably increases the risk of unsuccessful contract performance.

Deficiency – A material failure of a quote to meet a Government requirement or a combination of significant weaknesses in a quote that increases the risk of unsuccessful contract performance to an unacceptable level.

Uncertainty - Any aspect of a quote for which the intent of the offeror is unclear because there may be inconsistencies throughout the quote or more than one way to interpret the offer.

VI. PAST PERFORMANCE EVALUATION RATINGS AND DEFINITIONS (FACTOR 4)

There are three aspects to the past performance evaluation: recency, relevancy (including context of data), and quality (including general trends in contractor performance and source of information). These aspects are defined as follows:

1. **Recency** is generally expressed as a time period during which past performance references are considered relevant and is critical to establishing the relevancy of past performance information. Recency is past performance information that is within three (3) years of the completion of performance. Reference FAR Part 42.1503(g).
2. **Relevancy** is evaluated to determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired through this solicitation. The criteria to establish what prior performance is recent and relevant shall be unique to each source selection and shall be stated in the solicitation. Common aspects of relevancy include, but are not limited to, the following:
 - Similarity of product/service/support;
 - Complexity;
 - Dollar value;
 - Contract type;
 - Use of key personnel (for services); and
 - Extent of subcontracting/teaming.

There are four levels of relevancy as shown in Table 2. Relevancy Adjectival Ratings / Description below. With respect to relevancy, past performance of greater relevancy will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance.

TABLE 2. RELEVANCY ADJECTIVAL RATINGS / DESCRIPTION	
Adjectival Rating	Description
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Quality of Products or Services. The third aspect of the past performance evaluation is to establish the overall quality of the offeror's past performance. The past performance evaluation process gathers information from customers on how well the offeror performed those past contracts. All past performance information is collected and reviewed to determine the quality of the offeror's performance, general trends, and usefulness of the information and incorporate these into the performance confidence assessment.

Note: A separate quality assessment rating is not required; rather, the past performance confidence assessment rating, Table 3, below, is based on the offeror's overall record of recency, relevancy, and quality of performance.

Table 3. PERFORMANCE CONFIDENCE ASSESSMENTS	
Adjectival Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Neutral Confidence	No recent/relevant performance record is available, or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably.

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):

Acquisition.gov

(End of Clause)

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

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

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

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

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

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

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

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

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.--

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 4701 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Reserved.

(u) Unauthorized Obligations.

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

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or

agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

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

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

(End Of Clause)

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

XX (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]

XX (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).

XX (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).

XX (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.

(iii) Alternate II (NOV 2011) 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.

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

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

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

(ii) Alternate I (JAN 2017) 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. 637(a)(17)).
- XX (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- XX (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).
- XX (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- XX (30) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (ii) Alternate I (FEB 1999) of 52.222-26.
- XX (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.
- XX (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.
- XX (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- XX (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- XX (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).
- XX (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(R) -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(R) -Registered Television (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(R)-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-16.
- XX (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).
- XX (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) Alternate I (JAN 2017) of 52.224-3.
- (48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).
- (ii) Alternate I (OCT 2022) of 52.225-1.
- (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29

(sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

(ii) Alternate I [Reserved].

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

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

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

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

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

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

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

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

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

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

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

XX (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).

XX (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.]

(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).

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

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

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

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

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

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

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

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

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

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

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

(e)

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

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

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

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

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

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

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

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

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

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

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

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

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

(xiii)

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

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

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

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

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

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

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

(xix)

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

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

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

52.217-8 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 15 days of contract expiration.

(End of Clause)

PBGC 52.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (JAN 2012)

The Contracting Officer's Representative (COR) is Melissa Lattimer , who may be reached atLattimer.Melissa@pbgc.gov, or (202) 229-3359 . The COR is authorized to assist in monitoring the work under this contract. The COR is responsible for the technical administration of the contract and technical liaison with the contractor.

The COR IS NOT authorized to change the scope of work or specifications as stated in the contract, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, delivery schedule, period of performance or other terms or conditions.

The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of this contract. Any such revision shall be authorized in writing by the Contracting Officer.

The COR is authorized to review and recommend approval of:

- (a) Technical matters not involving a change in scope, price, terms and conditions of the contract
- (b) Progress reports
- (c) Inspection and acceptance of services and deliverable products and
- (d) Invoices.

The COR is not authorized to sign any contractual instruments or to direct any action that results in a change in the scope, price, terms or condition of the contract.

PBGC 52.204-7000 RECORDS MANAGEMENT (SEP 2017)

(a) Applicability

Contractors creating, working with, or otherwise handling Federal records, as defined in paragraph (b), regardless of the medium in which the record exists.

(b) Definitions

"Federal record" as defined in 44 U.S.C. 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them. The term Federal record includes PBGC records but does not include personal materials; applies to records created, received, or maintained by contractors pursuant to their PBGC contract; and may include deliverables and documentation associated with deliverables.

(c) Requirements

(1) Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a), and PBGC Directive IM 15-03, PBGC's Records Management Program. These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

(2) In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.

(3) In accordance with 36 CFR 1222.32, contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal

control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

- (4) PBGC and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of PBGC or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, contractor must report the incident to the PBGC Records Management Officer. The agency must report promptly to NARA in accordance with 36 CFR 1230.
- (5) The contractor is required to obtain the Contracting Officer's approval (with the exception of the initial award) prior to engaging in any contractual relationship (subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The contractor (and any subcontractor) is required to abide by Government and PBGC guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information, as provided in PBGC 52.209-7002, Handling PBGC Data.
- (6) The contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with PBGC policy.
- (7) The contractor shall only use its PBGC e-mail address to conduct business on behalf of PBGC.
- (8) The contractor shall not create or maintain any records containing any non-public PBGC information that is not specifically tied to or authorized by the contract. The contractor must protect any such information as provided in PBGC 52.209-7002, Handling PBGC Data.
- (9) Any request for information, including by an individual pertaining to that individual, shall be directed to the PBGC Disclosure Officer for processing under the appropriate statutory scheme. Information shall be made available only at the discretion of PBGC's Disclosure Officer and subject to the Freedom of Information Act, 5 U.S.C. Sec. 552, as amended; and any other applicable laws or regulations.
- (10) All contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take PBGC-provided records management training. The contractor is responsible for confirming training has been completed according to PBGC policies, including initial training and any annual or refresher training.

(d) Flow down of requirements to subcontractors

- (1) The contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this contract, and require written subcontractor acknowledgment of same.
- (2) Violation by a subcontractor of any provision set forth in this clause will be attributed to the contractor.

PBGC 52.207-7001 CONTRACTOR TELEWORK (MAY 2020)

- (a) PBGC contracts may allow for telework, if the type of work and scope of the contract allow the work to be portable, subject to the following requirements and with written approval of the COR:
 - (b) The Contractor shall have a written telework policy in place to ensure uninterrupted performance of work under this contract, which shall be provided to PBGC upon request. See PBGC telework guidance [<https://www.pbgc.gov/sites/default/files/contractor-telework-guidance.pdf>]
- (c) The Contractor shall ensure that work is suitable to be performed at the alternate location, and performance can be tracked and invoiced in accordance with the terms and conditions of the contract. If the Contractor anticipates that contract performance may be affected by permitting telework, such matters must be addressed with the Contracting Officer.

(d) If applicable, the Contractor shall ensure that Confidential Unclassified Information (CUI) or Personally Identifiable Information (PII) are adequately protected in compliance with PBGC's Privacy and Security policies, including applicable contract clauses. Work not performed on PBGC premises shall be performed on the PBGC network to ensure that PBGC data will not be exposed to unauthorized alteration, destruction, or compromise.

(e) Contractor telework performed pursuant to this clause may be revoked without notice. The cost of the contract and work performed will be entirely unaffected by the Contractor personnel teleworking. In no way does this clause materially alter the performance obligations under the contract, including deliverable schedules and minimum service and support obligations.

PBGC 52.209-7001 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2017)

(a) Purpose. The purpose of this clause is to ensure that the contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor and any of its partners, affiliates or their successors in interest (after this collectively referred to as the "contractor") in the activities covered by this clause as a prime contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Contractor's Work Product. (i) The contractor shall be ineligible to participate in any capacity in Pension Benefit Guaranty Corporation (PBGC) contracts, subcontracts, or proposals therefor (solicited and unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for advisory and assistance services.

(ii) If, under this contract, the contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the contractor is ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply. (iii) Nothing in this clause precludes the contractor from offering or selling its standard commercial items to the Government.

(2) Access to and use of information. (i) If the contractor, in the performance of this contract, obtains access to information, such as Corporate plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the contractor agrees that without prior written approval of the Contracting Officer it shall not: (A) use such information for any private purpose unless the information has been released or otherwise made available to the public; (B) compete for work for PBGC based on such information for a period of six months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first; (C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and (D) release such information unless such information has previously been released or otherwise made available to the public by PBGC. (ii) In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with all restrictions imposed on disclosure and use of such information.

(c) Disclosure after award. (1) The contractor agrees that if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the Contracting Officer. Such disclosure may include a description of any action which the contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. PBGC may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government. (2) In the event that the contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such

facts or such conflict of interest to the Contracting Officer, PBGC may terminate this contract for default.

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

(e) Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer, and shall include a full description of the requested waiver and the rationale supporting the request. If it is determined to be in the best interests of the Government, the Contracting Officer may grant the waiver, after consultation with the PBGC Office of General Counsel.

(f) Subcontracts. (1) The contractor shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts expected to exceed the Simplified Acquisition Threshold (SAT). The terms "contract," "contractor," and "Contracting Officer" shall be appropriately modified to preserve the Government's rights. (2) Prior to the award under this contract of any such subcontracts for advisory and assistance services, the contractor shall obtain from the proposed subcontractor or consultant a disclosure of all existing or potential organizational conflicts of interest and shall determine in writing whether the interests disclosed present a significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the contractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the contractor. If the conflict cannot be avoided or neutralized, the contractor must obtain the approval of the Contracting Officer prior to entering into the subcontract.

PBGC 52.209-7002 HANDLING PBGC DATA (MAY 2017)

(a) To the extent that the work under this contract requires the contractor to be given access to PBGC data, which includes, but is not limited to, personally identifiable information (PII) and controlled unclassified information (CUI) (collectively, "Sensitive Information"), the contractor shall take measures necessary to restrict access to and safeguard such data from unauthorized use and disclosure.

(1) For purposes of this clause, PII refers to any information about an identifiable individual maintained by the Pension Benefit Guaranty Corporation (PBGC), including but not limited to an individual's employment, medical and financial history, educational background, and family information that can be used to identify or trace an individual's identity, such as an individual's name, social security number, date and place of birth, mother's maiden name, and biometric records.

(2) CUI is information that laws, regulations, or Government-wide policies require to have access, safeguarding, or dissemination controls but excluding classified information. For these purposes, CUI includes PBGC records, pension plan and participant records, as well as any other Government information related to work pursuant to this contract and agency information related to existing, proposed, or contemplated legal, policy, program, operational, or similar matters.

(b) For the purposes of this clause, contractor and subcontractor shall include any officer, partner, employee, or agent of the contractor or the subcontractor, as applicable. The responsibilities and requirements imposed on the contractor under this clause are equally applicable to any subcontractors.

(c) The contractor is bound by section (m) of the Privacy Act, 5 U.S.C. Sec. 552a(m) and as such, is considered under the Privacy Act to be an employee of the PBGC. Accordingly, the contractor is subject to the criminal penalties of the Privacy Act, 5 U.S.C. Sec. 552a(i).

(d) If performance of the contract requires the design, development, or operation of a system of records on individuals, the Contractor shall:

(1) Comply with all Federal statutes, regulations, and guidance for such system of records, including, but not limited to, the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act, including guidance issued by the Office of Management and Budget and the National

Institute of Standards and Technology, in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform.

(2) For purposes of this clause:

(i) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(ii) "Record" means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint, voice-print, or photograph.

(iii) "System of records on individuals" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(e) Prior to starting work on this contract, all contractor employees assigned to work on this contract shall be required to take any training required by PBGC to gain access to PBGC data or information systems. In addition, contractor employees working on this contract will be required to complete mandatory annual refresher training. Failure to complete this training by the required deadlines may result in the contractor employee's access to PBGC data being terminated until said training requirement is fulfilled.

(f) The contractor agrees to maintain PBGC Data in the strictest confidence. The contractor also agrees not to publish, reproduce, or otherwise divulge PBGC data in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to limit access to PBGC data to those contractor employees needing such information to perform the work required under this contract.

(g) The Contracting Officer's Representative (COR) may require the contractor to obtain the written agreement of any contractor employees permitted access to PBGC data whereby the employee agrees not to discuss, divulge, or disclose any such information to any person or entity not directly concerned with performance of the contract work.

(h) If requested by the COR, the contractor shall sign an agreement whereby the contractor agrees not to discuss, divulge, or disclose any such information to any person or entity not directly concerned with performance of the contract work. A copy of any such agreement shall be provided to the COR. The contractor also may be required to provide the COR with reports itemizing the Sensitive Information received from each company under this contract.

(i) The contractor shall not remove PBGC data, whether in paper or electronic format, from approved locations or electronic storage without Contracting Officer's (CO's) prior, written approval. The contractor shall not disclose any Sensitive Information to subcontractors or other third parties unless the information is specifically related to the contract work. The contractor shall not knowingly violate any statutory or regulatory restrictions against the disclosure of Government records.

(j) The contractor shall administer a monitoring process to ensure compliance with the provisions of this clause and shall notify PBGC within 60 minutes of discovery, in writing, in the event that the contractor determines or has reason to suspect an incident impacting the confidentiality, integrity, or availability of PBGC data.

(1) In such situations, the contractor shall notify the PBGC Service Desk by telephone (202-326-4000, ext. 3999) and, thereafter, the contractor shall immediately e-mail the PBGC Service Desk (desk.service@pbgc.gov) and also shall send a copy of the e-mail message to the COR or to the Point of Contact for an Interagency Agreement, as appropriate.

(2) If the incident involves, or may involve, Sensitive Information, the contractor shall also immediately e-mail the PBGC Privacy Office (Privacy_Breach@pbgc.gov).

(3) The contractor shall designate and identify an individual who will be responsible for the notifications required under this paragraph and who shall be responsible to receive responses from the COR or the PBGC Chief Privacy Officer. Report of an incident, including a breach of PII, by itself, shall not be interpreted as evidence that the contractor or subcontractor failed to provide adequate safeguards for PBGC data.

(k) The contractor shall:

(1) Conduct a full investigation of any security incidents and privacy breaches,

(2) Provide written updates regarding the investigation in accordance with a schedule set by the agency, and

(3) Notify, and provide a copy of the incident or breach report to, the agency, in writing, when the contractor closes the incident/breach.

(1) In addition, the contractor shall provide full access and cooperation, including, but not limited to, inspection, investigation, and forensic analysis, to facilitate an investigation and resolution of any security incidents and privacy breaches and when appropriate to the circumstances, shall implement immediate corrective actions to contain and prevent a recurrence.

(m) The contractor and subcontractor shall maintain the capability to:

(1) Determine what PBGC data was or could have been accessed and by whom;

(2) Construct a timeline of the breach to the extent possible;

(3) Determine the methods and techniques used to access PBGC data; and

(4) Identify the initial attack vector, if applicable.

(n) The contractor shall provide identity protection services equivalent to those available to PBGC through the US General Services Administration Blanket Purchase Agreement for any individual affected by a breach of PII. The contractor shall provide the identity protection services for the time period that PBGC would provide had a federal employee been responsible for the breach.

(o) The contractor may be requested to remove from any further contract work any employee who improperly discloses PBGC data. The reason for the removal shall be documented, in full, for the CO. The PBGC may terminate this contract for cause or default if the contractor fails to comply with the provisions of this clause and also may exercise any other rights and remedies provided by law or this contract, including criminal and civil penalties.

(p) Any request for information, including a request by an individual pertaining to that individual, shall be directed to PBGC's Disclosure Officer for processing under the appropriate statutory scheme. Information shall be made available only at the discretion of PBGC's Disclosure Officer and subject to the Freedom of Information Act, 5 U.S.C. Sec. 552, as amended; the Privacy Act, 5 U.S.C. Sec. 552a, as amended; and any other applicable laws or regulations.

(q) This clause does not apply to PBGC data which has been released to the public by the PBGC or has become part of the public domain through no fault of the contractor. To avoid any implication that the contractor has disclosed PBGC data, the contractor must be able to demonstrate that the information was already in its possession at the time of receipt from the PBGC and was not acquired directly or indirectly from the Government, from other companies, or made available to the public by the contractor's breach of this clause.

(r) Within 30 days of contract completion, termination, or expiration, the contractor shall return or destroy all copies of PBGC data, whether furnished by PBGC or created by the contractor. The contractor's obligation to maintain confidentiality of all PBGC data shall continue after completion, termination, or expiration of this contract.

(s) The contractor shall place the requirements contained in this clause in all subcontracts entered into pursuant to the contract where the subcontractor may have access to PBGC data. The contractor also agrees to enforce the requirements of this clause against any and all subcontractors under this contract.

(END OF CLAUSE)

PBGC 52.231-7000 OTHER DIRECT COSTS (MAY 2012)

The Contractor shall be reimbursed for the actual cost of other direct costs determined to be allowable in accordance with Part 31 of the Federal Acquisition Regulation and authorized by the Contracting Officer or his designee prior to the contractor incurring the charge.

If Travel and Per Diem are authorized they will be reimbursed in accordance with the Federal Travel Regulation (FTR) in effect at the time the travel is authorized by PBGC. All travel requirements must be met using the most economical form of transportation available and must be scheduled sufficiently in advance to take advantage of offered discount rates unless waived by the Contracting Officer. You may find the FTR at <http://www.gsa.gov/portal/content/104790>.

PBGC 52.232-7000 SUBMISSION OF INVOICES (FIXED-PRICE) (SEPT 2017)

- (a) The contractor shall submit invoices for items and/or services rendered by e-mail to: InvoiceManager.InvoiceManager@pbgc.gov. All inquiries concerning payment should be directed to the General Accounting Branch at (202) 326-4062 #0 or by e-mail to: InvoiceManager.InvoiceManager@pbgc.gov.
- (b) To constitute a proper invoice, the invoice must include the information listed below.
- (1) Name and address of the contractor.
 - (2) Invoice date and number.
 - (3) Contract number, line item number, and, if applicable, the order number.
 - (4) Description, quantity, unit of measure, unit price, and extended price of the items delivered.
 - (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on a Government bill of lading.
 - (6) Terms of any discount for prompt payment offered.
 - (7) Name, title, phone number, e-mail address, and mailing address of official to whom payment is to be sent.
 - (8) Name, title, phone number, e-mail address, and mailing address of official to notify in the event of an improper invoice.
 - (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (10) Electronic Funds Transfer (EFT) banking information.
- (i) The contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (ii) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision or contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer - System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer - Other Than System for Award Management).
- (iii) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (c) Substantiating documentation to be submitted with invoices must include copies of receipts or bills, and proof of payment for any authorized other direct costs for which the contractor is requesting reimbursement.

PBGC 52.237-7000 KEY PERSONNEL (APR 2018)

PBGC has identified key contractor positions responsible for performance of the services described in the requirements document (e.g., Performance Work Statement or Statement of Work) for the duration of the resulting contract. These key contractor positions are identified below. Upon selection of the successful contractor and preparation of the contract, the contractor personnel proposed for these key contractor positions will be added to this clause for inclusion into the contract.

KEY CONTRACTOR POSITIONS - CONTRACTOR PERSONNEL IN KEY POSITIONS

[To Be Determined]	[To Be Determined]
[To Be Determined]	[To Be Determined]
[To Be Determined]	[To Be Determined]
[To Be Determined]	[To Be Determined]

The key personnel are essential to successful performance of the contract and will assure consistent management control and direction. The key personnel shall NOT be reassigned or diverted from the contract without prior written approval of the CO. Prior to making any key personnel replacement, the contractor shall provide 30 calendar days advance notification to the CO, including justification for the replacement and resume of the proposed replacement. This is necessary to permit the Government to review the qualifications of the replacement, assess the impact to the program, and approve or reject the replacement. Failure of the contractor to obtain advance approval of the CO prior to reassigning or diverting key personnel may result in the negotiation of consideration for replacement of key personnel or termination of the contract.

(end of clause)

PBGC 52.237-7001 EDUCATION AND EXPERIENCE QUALIFICATIONS (DEC 2014)

The contractor shall provide personnel that meet or exceed the minimum education and experience qualifications specified in this contract. By assigning an employee to work under this contract, the contractor confirms each employee's education and experience has been independently verified (i.e., education verified by corresponding college or university and experience verified by corresponding companies). The Government shall have the right to verify contractor employee's education and experience and review contractor records documenting that independent education and experience verification has been conducted. Contractor records documenting such verification of employee education and experience requirements shall be provided to the Contracting Officer's Representative (COR) annually, and retained by the contractor for Government inspection for a period of not less than three years after final payment under the contract.

If determined by the Contracting Officer that contractor personnel do not meet minimum contract education or experience qualifications, the Contracting Officer may direct the contractor to remove the employees from the contract or allow continued performance under the contract. In either situation, the Contracting Officer may negotiate consideration from the contractor for the work performed or for continued performance by the personnel.

(End of Clause)

PBGC 52.237-7002 FITNESS DETERMINATION (JAN 2023)

(a) Pension Benefit Guaranty Corporation (PBGC) designates positions at the Public Trust level and conducts the appropriate level background investigations on all personnel who have access to PBGC facilities, information, and/or information systems. This clause identifies PBGC's personnel security requirements applicable to United States (US) Citizens and Foreign Nationals residing and performing services within the US and its territories, and Foreign Nationals residing and performing services outside the US and its territories.

(1) As used in this clause - "Foreign Nationals" means an individual who is a citizen of any country other than the US.

(2) As used in the clause - "Fitness Determination" means a decision by an agency that an individual has or does not have the required level of character and conduct necessary to perform work for or on behalf of a Federal agency.

(b) US Citizens and Foreign Nationals Residing and Performing Services within the US and its Territories. (1) The PBGC shall require all contractor (and subcontractor) employees to submit to a background investigation commensurate with the duties and responsibilities of their position as per Homeland Security Presidential Directive 12 (HSPD-12), Title 5 CFR Part 731, Executive Order 13488, and other applicable Federal mandates and guidance.

(2) Foreign Nationals who are legal residents must possess a minimum of three consecutive years of residential history within the US or its territories. Additionally, contractor employees shall provide a copy of their VISA (work permit) or alien registration card (Form I-151) to demonstrate they have been lawfully authorized to work and/or admitted for permanent residence. (3) The

contractor shall comply with all background investigation requirements to facilitate the fitness determination process. Failure to comply with applicable PBGC security policies may result in one, or a combination, of the following actions:

- (i) Corrective action, up to and including contract termination for continued non-compliance
 - (ii) Documented non-compliance on the Contractor Performance Assessment Report (CPAR)
 - (iii) Removal of contractor employee for non-compliance.
- (4) Prior to commencing work, contractor personnel must be appropriately cleared by PBGC's Security through the pre-screening process as follows:
- (i) PBGC shall require contractor applicants to undergo a preliminary fingerprint check conducted by the Office of Personnel Management (OPM).
 - (ii) Contractor applicants shall enroll for the fingerprint check in person at PBGC Headquarters (445 12th Street, SW, Washington, DC 20554) or a General Services Administration (GSA) Open-Enrollment site/credentialing center.
 - (iii) When favorable fingerprint results are received from the OPM, PBGC Security shall notify the Contracting Officer's Representative (COR) regarding an official entrance on duty date for contractor personnel. Completion of the pre-screening process takes approximately 5 to 10 business days.
 - (iv) Favorable fingerprint check results are considered a preliminary verification of fitness, as all contractor employees must undergo a background investigation for thorough fitness determination.
- (5) The COR shall provide the contractor with the appropriate new hire forms and shall provide the contractor instructions for completing the new hire process.
- (6) The background investigation will be processed utilizing OPM's Electronic Questionnaire for Investigative Processing (e-QIP). Information submitted via e-QIP is due within 14 calendar days from notification of e-QIP initiation.
- (7) PBGC shall review each background investigation in its entirety and adjudicate the fitness of contractor employees requesting access to PBGC facilities, information, and/or information systems. PBGC contractors shall employ and/or retain only those persons found fit for employment.
- (i) PBGC has the authority to grant, deny, terminate, and/or bar an individual from working under a PBGC contract, or otherwise restrict the individual's role under a PBGC contract as applicable. A favorable fitness determination is not necessarily a decision for a contractor to employ an individual.
 - (ii) If the adjudication is unfavorable, or if PBGC finds a contractor employee to be unfit for their assigned duties, the PBGC Personnel Security Officer shall contact the contractor to effect the immediate removal of the contractor employee from the PBGC contract and premises.
 - (iii) PBGC's Personnel Security Officer will review each completed background investigation, adjudicate each completed background investigation, and will make a non-appealable final fitness determination. The PBGC 15.0 163 04/01/2019 Personnel Security Officer will provide written notice of the final unfavorable fitness determination to the contract employee. (iv) PBGC will accept existing fitness determinations for contractor employees who have had recent background investigations at the appropriate risk level of the contractor position, as established by either the COR or the PBGC Personnel Security Officer. PBGC has the authority to invoke reciprocal acceptance for previous background investigations, if conditions pursuant to Executive Order 13488 apply.
- (8) The contractor employees governed by this contract may need to access sensitive PBGC information, for example Personally Identifiable Information (PII) or proprietary information. PBGC reserves the right to determine fitness for contractor employees and deny access to any sensitive information or project specific area to any personnel for any cause.
- (9) The contractor shall notify their COR at least 14 days prior to the separation date of any contractor employee and comply with all PBGC separation procedures.
- (c) Foreign Nationals Residing and Performing Services Outside the US and its Territories.

- (1) The contractor shall ensure all contractor (and subcontractor) employees providing services to PBGC undergo a background investigation. When contractor employees providing services to PBGC are located outside the US or its territories, and do not possess US Citizenship or a US Alien Registration Number, their background investigation must be completed by a reputable third party background investigation vendor acceptable to PBGC. Additionally, the cost of each background investigation shall be the responsibility of the contractor.
- (2) The contractor shall facilitate the fitness determination process for contractor employees residing outside the US and its territories and that do not possess US Citizenship or a US Alien Registration Number.
- (3) The requirements below must be agreed upon prior to contract award:
 - (i) Background investigation must be completed and adjudicated favorably, by PBGC, prior to the Foreign National contractor employee's first day of employment under the contract and prior to being provided access to PBGC facilities, information, or information systems;
 - (ii) PBGC's Personnel Security Officer must receive the full background investigation report and all supporting documentation;
 - (iii) PBGC's Personnel Security Officer will review each completed background investigation, adjudicate each completed background investigation, and will make a non-appealable final fitness determination;
 - (iv) The contractor and contractor employee shall fully cooperate with the PBGC Personnel Security Officer.
- (4) Foreign National background investigations for moderate and high risk level positions must include the following components and all supporting documentation:
 - (i) Residential Verification - Last seven years to current.
 - (ii) Identity Verification - Copy of two forms of government-issued identification. One form of identification MUST be picture identification.
 - (iii) Education Verification - Highest degree obtained.
 - (iv) Employment Verification - Last seven years of employment. Supporting documentation included. 15.0 164 04/01/2019
 - (v) Criminal Background Check - Last seven years. Evidence of request and summary of results.
 - (vi) Professional License/Credential Verification - Copy of all applicable licenses/credentials held by the subject.
 - (vii) Personal References - Three personal references from individuals not related to the subject.
 - (viii) Bankruptcy Records - Most recent records, last seven years.
 - (ix) International Civil Records - Evidence of request and summary of results.
 - (x) International Enforcement and Sanction List - Evidence of request and summary of results.
 - (xi) Media Searches - Evidence of request and summary of results.

- (a) All costs associated with any training required to make a contractor employee qualified to perform tasks under this contract shall be borne by the contractor.

(b) The contractor may be reimbursed for the costs paid for obtaining training on Pension Benefit Guaranty Corporation (PBGC)-specific applications, policies, or procedures. When requesting such training, the contractor shall present a written justification to the Contracting Officer's Representative (COR) which clearly describes the training required, its direct benefits to PBGC, the impact if the training is not obtained, and the total cost of the training including:

- (1) Salary or wages of contractor employees to be trained;
- (2) Travel and accommodations in accordance with the Federal Travel Regulation;
- (3) Tuition and fees when the training is provided by an institution not operated by PBGC or the contractor; and
- (4) Training materials and textbooks.

(c) The Contracting Officer (CO) is the designated authority to approve or disapprove training requests and associated training costs. The CO must approve such training requests and costs before the training session begins. Invoices for the costs of approved training must be submitted to the COR, accompanied by valid receipts or other documentation providing proof of payment by the contractor.

PBGC 52.237-7005 INFORMATION SECURITY TRAINING (MAR 2020)

(a) Contractor employees shall be required to comply with all PBGC security regulations and requirements.

(b) All Contractor personnel supporting this contract shall undergo a favorable adjudicated background investigation as a minimum requirement prior to gaining access to PBGC information and information systems.

(c) All contractor personnel requiring access to PBGC information and information systems, including systems with Personally Identifiable Information (PII), shall be required to complete information security and privacy awareness training prior to Personnel Security granting access provided all other conditions are met. The Contracting Officer's Representative (COR) will arrange for the contractor to receive Security and Privacy Awareness Training prior to Personal Identity Verification (PIV) credentialing and badging. CORs will provide instructions via email to new contractors for the completion of training.

(d) The Contractor personnel performing work related to Information Technology (IT) Security shall complete all information security and privacy awareness training every fiscal year within the contract period of performance. CORs shall ensure continual contractor compliance with the Security and Privacy Awareness annual training and requirements. This will include the annual Rules of Behavior acknowledgement requirement. The COR shall coordinate with the Contractor for any additional IT training required to support this contract.

(e) Contractors may submit a written request to the COR to waive the Security and Privacy Awareness training requirement for contractor personnel who will not require access to PBGC information or information systems. The COR has the discretion to consider the waiver request solely based on the best interest of PBGC and their current position. Non-compliance will result in removal of access to PBGC information and information systems. Waiver requests will be approved and maintained by the Privacy Office.

(End of clause)

PBGC 52.237-7007 DISPLAY OF PBGC IDENTIFICATION BADGES (JAN 2023)

The Contractor shall comply with PBGC Directive Number GA-10-9, "Display of PBGC Identification Badges," the full content of which is located at

http://www.pbgc.gov/documents/GA_10_9.pdf

All contract and sub-contract employees whose duties under this contract require their presence on designated PBGC facilities shall be clearly identifiable by a distinctive badge furnished by PBGC and shall observe and otherwise be subject to such security regulations as are in effect for the particular premises in accordance with PBGC Directive Number GA-10-9. The PBGC-issued photo Identification Badge must be visible and be displayed at or above the waist. Badges may be displayed from either lanyard or clip style holders. The badge must be available for building security officer inspection in order to authenticate and validate.

Contractors that arrive to work without their Badge must report to the

Security Desk located in the 445 12th Street lobby; sign-in to the appropriate Log Book; present a valid government-issued form of photo identification to the security officer; contact a co-worker to vouch for him/her by signature in the log book; and, receive and display a temporary badge which shall be visible at all times and displayed at or above the waist. Contractors shall be responsible for the care and protection of their Badge and promptly report all instances of loss or theft and initiate immediate action to replace the lost or stolen Badge. Contractors must relinquish their Badge upon separation or upon any circumstances which make the continued possession or use inappropriate. Failure to comply with this Directive can result in refusal of admittance to PBGC designated facilities.

(End of Clause)

PBGC 52.239-7000 SECTION 508 ACCESSIBILITY STANDARDS (MAR 2020)

(a) The Pension Benefit Guaranty Corporation (PBGC) is required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), to insure that all information and communication technology (ICT), also referred to as electronic and information technology (EIT), is accessible to individuals with disabilities within its employment and for all members of the public with disabilities who are seeking to do business with the PBGC. Access must be comparable to that which is offered to similar individuals who do not have disabilities.

(b) The Section 508 accessibility standards have been prescribed by the Architectural and Transportation Barriers Compliance Board ("Access Board") and incorporated in the Federal Acquisition Regulation. (See <http://www.access-board.gov/sec508/508standards.htm> and 36 CFR 1194.) These same accessibility standards have been approved by the PBGC Technical Review Board and adopted by the PBGC Office of Information Technology Governance and Compliance Board.

(c) All ICT/EIT procured through this contract must meet the applicable accessibility standards which have been promulgated by the Access Board and adopted by the PBGC. Further information on the applicable accessibility standards can be found in the Requirements Section of this solicitation and the resulting contract.

(d) All contract deliverables must conform to the applicable Section 508 accessibility standards as specified in the Requirements Section of this solicitation and the resulting contract.

(e) Contract deliverables will not be accepted as final deliverables until the contractor demonstrates to the Contracting Officer's Representative (COR) that the deliverables comply with the applicable Section 508 accessibility standards. In the event of a dispute between the contractor and the COR as to whether the contract deliverables satisfy the accessibility standards, the COR's written assessment of Section 508 compliance will control. The contractor shall make all additional changes to the contract deliverables required by the COR's written assessment at no additional charge to PBGC.

(f) The contractor shall ensure maintenance upgrades, substitutions, and replacements to equipment and software pursuant to this contract do not reduce the original level of conformance with the applicable Section 508 standards at the time of contract award. PBGC reserves the right to evaluate upgrades, replacements, and substitutions using a Voluntary Product Accessibility Template or requiring test units to perform hands-on Section 508 and accessibility testing before final acceptance. The contractor shall not reduce the currently applicable Section 508 standards unless prior to award of the contract the Government has proven an Undue Burden or Non-Availability Determination.

(End of clause)

PBGC 52.239-7007 Managed IT Services (SEP 2020)

(a) Managed IT Services

Managed IT Services is any information system used or operated by another entity on behalf of PBGC, that collects, processes, stores, transmits, disseminates, or otherwise maintains PBGC information this is hosted outside of PBGC network (e.g. not registered to PBGC domain or PBGC IP address schema). Managed Services is comprised of Cloud and Externally hosted services. The requirement of Section 1 applies to Section 2 below.

The Contractor shall comply with all the following Government and Pension Benefit Guaranty Corporation regulations, guidance, and requirements and OMB Circular A-130.

(1) Security & Privacy Control (NIST SP 800-53)

The Contractor shall be responsible for the following privacy and security safeguards. In order to ensure the confidentiality of the PBGC's controlled unclassified information (CUI), the contractor shall deliver managed services to the PBGC that comply with the requirements in the National Institute of Standards and Technology (NIST) Federal Information Processing Standard (FIPS) Publication 200 and the assigned FedRAMP security control baseline. PBGC adheres to OMB guidelines and memoranda and as such, the contractor shall deliver managed services to PBGC that comply with the requirements in OMB Memorandum on Security Authorization of Information Systems in Cloud Computing Environments December 2011 and FedRAMP requirements.

(2) Handling PBGC data

The Contractor shall comply with all handling PBGC data regulations and requirements by adhering to the Handling PBGC Data clause PBGC 52.209.7002.

(3) Privacy Act

The Contractor shall be responsible for properly protecting all information used gathered or developed as a result of work under this contract. The Contractor shall be required to comply with the Privacy Act of 1974.

(4) Records Management

The Contractor shall be responsible for maintaining all records pertaining to this contract in a manner that retains their functionality and integrity throughout the life cycle of the records, including maintaining links between records and metadata. The Contractor shall comply with all Government records management regulations and requirements by adhering to the PBGC clause Records Management PBGC 52.204-7000.

(5) Disclosure of Information

In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees. The contractor shall comply with all Government Disclosure of information regulations and requirements by adhering to the clause Handling PBGC Data PBGC 52.209-7002.

(6) Rights in Data

The PBGC retains unrestricted rights to all Government data provided the contractor. PBGC retains ownership of the PBGC's data and its applications hosted on the contractor's infrastructure. The contractor shall provide all requested materials, data, and information to PBGC in accordance with the written agreement.

(7) Subcontracting

The provisions of this clause shall flow down to any and all subcontract agreements and shall be binding on any subcontractors responsible for performance of any contract activities. The contractor shall comply with all Government Subcontracting regulations and requirements in addition to Fitness Determination PBGC 52.237-7002 and Organization Conflicts of Interest PBGC 52.209-7001.

(8) Foreign Nationals

The contract shall comply with all Government Foreign National regulations and requirements by adhering to Fitness Determination PBGC 52.237-7002.

(b) Types of Managed IT Services

(1) Cloud Services

When using a Cloud Product or Service, in addition to the Managed IT Service section 1, the following apply:

The minimum requirements for cloud systems are contained within the FedRAMP site (<https://www.fedramp.gov/understanding-baselines-and-impact-levels>). The contractor and PBGC share responsibility to ensure compliance with security requirements and follow the OMB Circular A-130. PBGC complies with OMB Guidelines and Memoranda including the requirements in OMB Memorandum on Security Authorization of Information Systems in Cloud Computing Environments December 2011 to use cloud products and services with a FedRAMP status. PBGC will procure contracts with FedRAMP "Authorized" cloud products and services. PBGC may use cloud products and services listed on the FedRAMP site as "In Process" or FedRAMP "Ready" only with a PBGC signed Risk Acceptance prior to contract award.

(i) FedRAMP Requirement

During the performance of this contract, the Contractor Joint Authorization Board (JAB)-certified and Agency-certified CSPs shall deliver managed services to the PBGC and shall maintain the following documentation required under FedRAMP specified below each CSP type using the most current FedRAMP requirements and templates: (<http://FedRAMP.gov>). In addition to FedRAMP required documentation, the PBGC required the following:

1. JAB Authorized

- i) Security Assessment Report (SAR)
- ii) System Security Plan (SSP) and attachments
- iii) Plan of Action and Milestones (POA&M)
- iv) Continuous Monitoring Plan (CMP)

v) Security Assessment Plan (SAP)

vi) Signed P-ATO

2. PBGC JAB Authorized required documentation

i) Interconnection Agreements/Service Level Agreements/Memorandum of Agreements

(2) Non-Cloud Externally Hosted Services

When using an Externally Hosted Service, in addition to the Managed IT Services in section 1, the Contractor shall provide the minimum documentation below at contractually agreed upon intervals.

1. JAB Authorized

i) Security Assessment Report (SAR)

ii) System Security Plan (SSP)

iii) Plan of Action and Milestones (POA&M)

iv) Continuous Monitoring Plan (CMP)

2. PBGC required documentation

i) Service Level Agreement (applicable per terms & conditions of contract)

ii) Interconnection Agreements (applicable per terms & conditions of contract)

iii) Memorandum of Agreements (applicable per terms & conditions of contract)

Any updates and deletions made to Security Documentation, the contractor shall notify the Contracting Officers Representative prior to the change, if possible, or else within 60 days of any updated requirements. The Contractor must support updates to PBGC ATO documentation during Continuous Monitoring.

(end of clause)

PBGC 52.242-7000 POSTAWARD CONFERENCE (JAN 2023)

(a) After contract award, the Contracting Officer (CO), supported by the Contracting Officer's Representative (COR), will conduct a postaward conference for appropriate contractor and Pension Benefit Guaranty Corporation (PBGC) personnel. The COR and other PBGC personnel, as appropriate, will remain available to the contractor on an ongoing basis for consultation and guidance, as needed, during the period of performance of the contract.

(b) During the postaward conference, the CO or COR will provide instructions regarding PBGC's procedures for on-boarding for contractor employees, including the mandatory information security training which must be completed before access to PBGC information or information systems will be permitted. The CO or COR will also address PBGC policies, procedures, and processes, and furnish information on locating electronic copies of any PBGC directives, policies, or procedures required by the contractor. The CO or COR will provide instructions regarding the separation of contractor personnel at the end of contract performance and will explain the responsibilities of the contractor employees in disposing of all PBGC information and materials associated with contract performance.

(c) The postaward conference will be held at 445 12th Street, SW, Washington, DC 20554 (PBGC Headquarters) and will be conducted within seven business days following contract award. The contractor will be informed of the date, time, and room number where the conference will be conducted. At the discretion of the CO, the conference may be conducted by telephone or by virtual technology.

PBGC 52.246-7000 INSPECTION AND ACCEPTANCE OF DELIVERABLES (JAN 2012)

All deliverable items are to be furnished to the Contracting Officer's Representative (COR) or to PBGC personnel designated by the COR to receive a specific deliverable.

PBGC's receipt of a deliverable does not constitute acceptance by the Government. Final acceptance of any reports or other deliverable items required under this contract will be made in writing and may only be made by the COR or Contracting Officer.

PBGC 52.247-7000 PACKAGING AND MARKING (JAN 2012)

The Contractor is responsible for the cost of all packing, packaging and mailing in accordance with the best commercial practices. All information submitted to the Contracting Officer or the COR must be clearly marked with the company name, the PBGC contract number, and identification of the item.

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

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

(End of Provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (OCT 2014)
(Reference 52.204-5)

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 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 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 the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at 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)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
(Reference 52.204-13)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
(Reference 52.204-16)

52.204-20 PREDECESSOR OF OFFEROR (AUG 2020)

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

Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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

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. (b) 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. (c) If the Offeror has indicated "is" in paragraph (b) 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). (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)

(Reference 52.204-25)

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)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

(Reference 52.209-5)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(Reference 52.209-7)

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

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

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

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

(b) The Offeror represents that--

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

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

(End of provision)

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

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

and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology"

(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 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) (i) The Offeror certifies that each end product, 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. ____

(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."

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. ____

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

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

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

Line item No.

[List as necessary]

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

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

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

Line Item No. Country of Origin

Line item No.	Country of origin

[List as necessary]

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

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

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

Other End Products:

Line item No.	Country of origin

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

Line item No.	Listed Countries of origin

[List as necessary]

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

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

(n) Prohibition on Contracting with Inverted Domestic Corporations-

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

(2) Representation. The Offeror represents that--

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

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

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

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE

code: _____

Immediate owner legal

name: _____

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

Is the immediate owner owned or controlled by another entity:

☐ Yes or ☐ No.

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

Highest level owner CAGE

code: _____

Highest level owner legal

name: _____

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

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

Predecessor legal name: ____.

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that--

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

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

(End Of Provision)

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
(Reference 52.224-1)

52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
(Reference 52.239-1)

52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)
(Reference 52.246-25)