

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES</b>				1. REQUISITION NO.		PAGE 1 OF 52	
<b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>							
2. CONTRACT NO. AMD 0001		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 953142-23-Q-0002	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NO. (No Collect Calls)	
						8. OFFER DUE DATE/LOCAL TIME 05-15-2023 10:30 AM EDT	
9. ISSUED BY Defense Nuclear Facilities Safety Bd. 625 Indiana Ave., NW Suite 700  Washington DC 20004-2901				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input checked="" type="checkbox"/> 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) Y \$21.5 Million			
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 N/A	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO See Block 9				16. ADMINISTERED BY			
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	
						CODE	
TELEPHONE NO. UEI: EFT:				PHONE: FAX:			
<input type="checkbox"/> 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. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
		This a non-personal services solicitaion.The Defense Nuclear Facilities Safety Board (DNFSB) seeks an organization that can provide ONE experienced management professional with prior Federal leadership experience (former Senior Exec Executive Service member highly preferred) focused on the three functional areas of strategic importance. The incumbent will serve as an Advisor/Expert Consultant to the DNFSB Board in the three functional areas of strategic importance: Equal Employment Opportunity (EEO) Compliance, Cultural Transformation, and Diversity, Equity, Inclusion, and Accessibility (DEIA).The contractor employee may leverage expertise within their organization to provide additional expertise/ resources or assist with any deliverables that shall be required, as appropriate.  Setaside: WOMEN-OWNED SMALL BUSINESS (WOSB). Type of Contract: Firm Fixed Price.  Place of Performanc: DNFSB headquarters 625 Indiana Avenue NW, Washington DC 20004. (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input 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	

Table of Contents

**SECTION A..... 1**

A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND  
COMMERCIAL SERVICES..... 1

A.2 SOLICITATION SUBSCRIPTION..... 3

A.3 PRICE/COST SCHEDULE..... 4

    ITEM INFORMATION ..... 4

A.4 DELIVERY SCHEDULE ..... 4

A.5 BILLING INSTRUCTIONS .....18

A.6 INSTRUCTIONS TO QUOTERS .....20

**ADDITIONAL PROVISIONS/TERMS AND CONDITIONS .....25**

A.7 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO  
SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021).....25

A.8 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND  
VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) .....27

A.9 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS  
AND COMMERCIAL SERVICES (DEC 2022) .....31

A.10 52.216-25 CONTRACT DEFINITIZATION (OCT 2010) ALTERNATE I (APR 1984).....48

A.11 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS  
(DEC 2014) .....50

A.12 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL  
CONTRACTORS (OCT 2021) (DEVIATION).....50

A.13 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE.....50

A.14 Other Applicable Clauses .....51

## A.2 SOLICITATION SUBSCRIPTION

This is a non-personal services contract to provide Management Professional Advisor/Expert Consultant services with a focus on the three functional areas of strategic importance: Equal Employment Opportunity (EEO) Compliance, Cultural Transformation, and Diversity, Equity, Inclusion, and Accessibility (DEIA). This requirement is for **One** (1) Board Advisor/Consultant Expert contractor employee. The contractor employee may leverage expertise within their organization to provide additional expertise/resources or assist with any deliverables that shall be required, as appropriate.

## CONTINUATION PAGE

**A.3 PRICE/COST SCHEDULE****ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>0001</b>	Services, Non personal; The Contractor shall provide Management Professional Advisor/Expert Consultant services with a focus on the three functional areas of strategic importance: Equal Employment Opportunity (EEO) Compliance, Cultural Transformation, and Diversity, Equity, Inclusion, and Accessibility (DEIA) in accordance with the PWS paragraph 3.1 through 3.3. FFP Period of Performance 12 months Contract Period: Base POP Begin: POP End:	12.00	MO		
<b>0002</b>	Other Direct Cost (ODC)-Travel requirement in accordance with the Performance Work Statement and Federal Travel Regulations. FFP Period of Performance: 12 months	1.00	EA		
				<b>GRAND TOTAL</b>	

**A.4 DELIVERY SCHEDULE**

ITEM NUMBER	QUANTITY	DELIVERY DATE
<b>0001</b>	SHIP TO: 625 Indiana Avenue NW Washington DC, DC 20004 USA  MARK FOR: Tayrn Gude 202 826-9660 TayrnG@dnfsb.gov	12.00 TBD
<b>0002</b>	SHIP TO: 625 Indiana Avenue NW Washington DC, DC 20004	1.00 TBD

USA

MARK Tayrn Gude  
FOR: 202 826-9660  
TayrnG@dnfsb.gov

**Management Professional Board Advisor**  
**Performance Work Statement (PWS)**

**1.0 General Introduction and Background:**

This a non-personal services contract to provide Management Professional Advisor/Expert Consultant services with a focus on the three functional areas of strategic importance: Equal Employment Opportunity (EEO) Compliance, Cultural Transformation, and Diversity, Equity, Inclusion, and Accessibility (DEIA).

Defense Nuclear Facilities Safety Board (DNFSB) was established in 1988 as an independent organization within the executive branch of the United States Government. The DNFSB's role is to oversee the Department of Energy's (DOE) nuclear facilities and to provide the Secretary of Energy with advice and recommendations to ensure adequate protection of public health and safety at these facilities. The Board is directed by a Chair and four members appointed by the President and confirmed by the Senate. The Board is supported by three main organizational units: the Offices of the Technical Director, General Counsel, and General Manager. The Board's mission, as described by the Atomic Energy Act, is to ensure that public health and safety are adequately protected at the DOE defense nuclear facilities. In fulfilling this mission, the Board has a requirement for an experienced management professional with prior Federal leadership experience focused on the three functional areas of strategic importance: Equal Employment Opportunity (EEO) Compliance, Cultural Transformation, and Diversity, Equity, Inclusion, and Accessibility (DEIA).

**1.1. Description of Services/Introduction:**

The Defense Nuclear Facilities Safety Board (DNFSB) seeks an organization that can provide **ONE** experienced management professional with prior Federal leadership experience (former Senior Executive Service member highly preferred) focused on the three functional areas of strategic importance. The incumbent will serve as an Advisor/Expert Consultant to the DNFSB Board in the areas of Federal Equal Employment Opportunity (EEO) Compliance; Cultural Transformation; and Diversity, Equity, Inclusion, and Accessibility.

The Board Advisor/Expert Consultant will also analyze issues and recommend programming and policy positions regarding equity action plans and cultural transformation. Additionally, the Board Advisor/Expert Consultant will review/observe DNFSB's culture and engage Senior Executives in order to recommend innovative approaches to creating a collegial and uplifting organization. The Board Advisor/Expert Consultant shall also proactively identify information, training resources, and best practices for DNFSB's staff and Senior Executives. The Board Advisor/Expert Consultant shall also serve as a trainer or coach in areas where opportunities for improvement exist in creating an inclusive work environment.

The Advisor/Expert Consultant shall assist with creating a culture of accountability that is fair, equitable, and forward-looking. The Advisor/Expert Consultant shall serve as a neutral and objective advisor and assist the Board with addressing strategic imperatives in the three major areas listed in PWS paragraphs 3.0 through 3.3 Tasks and Deliverables.

This requirement is for **One** (1) Board Advisor/Consultant Expert contractor employee. The contractor employee may leverage expertise within their organization to provide additional expertise/resources or assist with any deliverables that shall be required, as appropriate.

#### **1.1.1 Scope:**

The contractor shall provide the personnel, management, and materials necessary to implement and execute Advisor/Expert Consultant Performance Work Statement (PWS) that identifies the tasks required of the contractor. The objective of this PWS is to provide Advisory /Expertise Consulting on three functional areas of strategic importance: Federal Equal Employment Opportunity (EEO) Compliance; Cultural Transformation; and Diversity, Equity, Inclusion, and Accessibility.

#### **1.2 Period Of Performance:**

The period of performance is a Twelve (12) Month period. Work at the government site shall not occur on Federal holidays or weekends unless directed by the Contracting Officer Representative (COR) or Contracting Officer (CO).

#### **1.3 Place of Performance:**

The performance location of this contract is Defense Nuclear Facilities Safety Board (DNFSB) headquarters at 625 Indiana Avenue NW, Washington, DC 20004.

**1.3.1 Legal Holidays:**

The Government observes the following Federal holidays, and government facilities will be closed on the following dates:

Holiday	Dates
New Year's Day	January 1
Martin Luther King, Jr. Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth National Independence Day	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

**1.4 Type of Contract:**

The Government will Award a Firm Fixed Price Contract (FFP).

**1.5 Government Furnished Property (GFP):**

The Government will provide government-furnished equipment if deemed necessary.

**1.5.1 Government Furnished Items:**

The Contractor shall ensure accurate control and accountability of all government-furnished items. Any government-provided items (identification, documentation, access, and workspace) shall be returned to the Government before departing government premises for extended periods of absence or termination from employment in support of this contract or at contract end, whichever occurs first. The Government will provide the following to Contractor personnel in the performance of this contract:

**1.5.2 Computers:**

The Government will provide laptops or desktops as part of this requirement. Contractor personnel shall ensure government laptops are not lost or misplaced and are not used by unauthorized persons. The Contractor shall not transfer any information to a government computer that is not authorized or use the computer for unauthorized purposes. The Contractor shall report to the applicable COR any occurrences of lost laptop or unauthorized use of a government-furnished computer within two (2) hours of occurrence. In the event, a laptop is lost or the security of a computer is compromised, the Contractor shall be held financially liable, upon written direction of the CO, to replace or repair the affected computer with no additional cost to the Government. The Government may replace the affected computer and deduct the cost of such from the monthly payment due to the Contractor.

All information generated in the performance of this contract shall remain the property of the Government.

#### **1.6 Government Furnished Information:**

The Contractor must treat project data as confidential and not be disclosed to any third party.

#### **1.7 Contractor Furnished Supplies and Services:**

Except for those items or services specifically provided for IAW the PWS as Government-furnished, particularly in relation to work performed at Government facilities, the Contractor shall furnish the required supplies and services to perform this requirement.

#### **1.8 Security:**

Contractor personnel that requires privileged user access to perform the duties assigned under this contract shall have met the requirements under the Department of Defense Directive 8140.01, Cyberspace Workforce Management. Certifications must be obtained within 120 days and reviewed by the COR and approved by the Federal Chief Information Security Officer (CISO) prior to obtaining a DNFSB-privileged user account. Separate DNFSB privileged account access training is also required. Privileged users will also require the completion of a Moderate Risk Background Investigation (MRBI) prior to being awarded privileged user access.

##### **1.8.1 Physical Security:**

The Contractor shall be responsible for safeguarding all government equipment, information and property provided for Contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured. Contractors must protect all sensitive information, marked and unmarked, including information protected under the Privacy Act (PII), Official Use Only, Controlled Unclassified Information (CUI), Unclassified Controlled Nuclear Information, etc. in accordance with all Federal standards and DNFSB policies and procedures. A non-disclosure agreement shall be signed by the contractor and its respective employees barring unauthorized disclosure of any Board technical program-related information or any information which is sensitive (Controlled Unclassified Information, Official Use Only, PII, Unclassified Controlled Nuclear Information, etc.).

##### **1.8.2 Other General Requirements:**

All Contractor personnel shall exhibit courteous behavior and be required to wear DNFSB-issued identification badges at all times. Contractor personnel shall not discuss, share, or otherwise make public any DNFSB information, including but not limited to: information regarding IT system configurations or vulnerabilities, personnel, privacy, or security sensitive information, information contained in any DNFSB information system or anything that may impact the security or reputation of the DNFSB. A non-disclosure agreement will be signed by the Contractor barring unauthorized disclosure of any DNFSB information and requiring that all such information remain the sole property of the DNFSB.

##### **1.8.3 Physical And Personnel Security:**



The Contractor shall safeguard all Government property and controlled forms provided for Contractor use and adhere to the Government property requirements contained in this contract. The Contractor shall ensure all Government equipment and materials are secured at the end of each day. The use of “thumb drives” or other external storage devices for the transport of information is expressly prohibited. The contracted employee will be issued a HSPD-12 badge which shall not be used by anyone other than the contracted employee or duplicated. The contracted employee shall immediately report any occurrences of lost or duplicate key cards to the Contracting Officer. For Official Use Only (FOUO) and Privacy Act. Comply with requirements of the Freedom of Information Act (FOIA) Program, as well as The Privacy Act of 1974, as amended at 5 U.S.C. 552. This regulation/guidance sets policy and procedures for the disclosure of records to the public and for marking, handling, transmitting and safeguarding FOUO and Privacy Act information/material. All personnel assigned to this contract shall be U.S. citizens. Prior to the performance, all Contractor personnel who performed work on this contract shall obtain either a Tier 1 Non-sensitive Low Risk, Tier 2 Moderate Risk Public Trust investigation, or Tier 4 High-Risk Public Trust Investigation. Contractor personnel shall have appropriate clearances prior to commencing work unless otherwise approved in writing by the CO.

#### **1.8.4 Reporting Requirements:**

Contractor personnel shall report to an appropriate authority any information or circumstances of which they are aware may pose a threat to the security of DNFSB personnel, Contractor personnel, resources, and classified or unclassified information.

#### **1.8.5 Personal Identity Verification Implementation:**

Background. Homeland Security Presidential Directive (HSPD)-12 “Policy for a Common Identification Standard for Federal Employees and Contractors,” mandates Federal agencies to develop and implement a government-wide standard for secure and reliable forms of identification for Federal employees and contractors. Federal Information Processing Standard (FIPS) 201, issued by the Department of Commerce, contains the minimum requirements for a Federal personal identity verification system that meets the control and security objectives of HSPD-12. Implementing instructions for both HSPD-12 and FPS 201 are contained in Office of Management and Budget (OMB) Guidance M-05-24. The Contractor shall comply with these Personal Identity Verification (PIV) procedures, which implement HSPD-12, OMB M-05-24, and FIPS) 201. FIPS 201 “is applicable to identification issued by Federal departments and agencies to Federal employees and contractors (including contractor employees) for gaining physical access to Federally controlled facilities and logical access to Federally controlled information systems except for ‘national security systems’ as defined by 44 U.S.C. §3552(b)(6).”

Specifically, Contractor employees performing work under the contract with a period of performance exceeding 6 months and who require routine access to the Defense Nuclear Facilities Safety Board (DNFSB) and/or logical access to the DNFSB’s information system will be subject to PIV procedures and issued a PIV Credential.

##### **1.8.5.1 Citizenship and Permanent Residency:**

All Contractor employees under the contract must be a U.S. Citizen or Permanent Resident. The Contractor shall continuously monitor their employee's status as a U.S. Citizen or Permanent Resident, and immediately notify the Contracting Officer's Representative (COR) of any changes thereto.

#### **1.8.5.2 Contract Classification:**

This contract is designated unclassified; access to National Security Information (classified) will not be required during performance of this contract. However, unescorted physical and/or logical access to DNFSB's unrestricted (non-classified) space and/or unclassified information systems is required. Accordingly, employees identified by the Contractor to work in DNFSB must undergo a background investigation consistent with the requirements of HSPD-12.

#### **1.8.5.3 Pre-Screening of Contractor Employees:**

The Contractor is responsible for identifying employees to the designated COR when recurring physical access to DNFSB facilities and/or logical daily access to DNFSB's information systems is required. The Contractor must pre-screen individuals designated for employment under any DNFSB contract by verifying minimal suitability requirements to ensure that only quality candidates are considered for contract employment, and to mitigate the burden on the Government of conducting background investigations on objectionable applicants. The Contractor must exercise due diligence in pre-screening all employees prior to submission to DNFSB for unescorted physical and/or logical access. DNFSB may decline to grant agency access to a contractor employee for reasons including, but not limited to: a) Conviction of a felony, crime of violence, or a misdemeanor involving moral turpitude; b) Falsification of information entered on forms or of other documents submitted. c) Improper conduct including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct adverse to the Government regardless of whether the conduct is directly related to the contract; and/or d) Any behavior judged to pose a potential threat to DNFSB facilities, sensitive information, information systems or other resources.

#### **1.8.5.4 Background Investigation and Adjudication:**

All Contractor employees are required to comply with HSPD-12 procedures to permit the issuance of a PIV Credential for logical and/or physical access to the DNFSB's facilities or information systems. The Contractor employee must have a favorable adjudication of background investigation before DNFSB will issue a PIV Credential to the Contractor employee granting access to DNFSB facilities and information systems. The Contractor shall follow the following steps for any Contractor employee without an active PIV Credential who will have physical access to DNFSB-controlled sites or facilities and/or logical access to DNFSB-controlled information systems:

**a)** Upon request, the Contractor employee shall complete and submit to the Contracting Officer (CO) Form DOE F 2064 (Information Sheet for Sponsorship of HSPD-12 Credential) and Official Form 306 (Declaration for Federal Employment).

**b)** Upon email notification, the employee Contractor shall use OPM's Electronic Questionnaires for Investigations Processing (e-QIP) system to complete the required background investigation forms online within seven days of notification. The Contractor employee will be provided information and

instructions on how to access the e-QIP. DNFSB adjudicates the suitability of Contractor employees for the DNFSB. Upon acceptance of the background information, the contractor employee will be advised that in order to complete the investigative process, he or she must appear in-person to DOE and submit two forms of unexpired identity source documents in original form. The identity source documents must come from a list of acceptable documents, which will be provided by DOE. Fingerprints will also be taken at this time and additional documents may be provided for signature.

c) Upon the contractor employee's completion of the investigative documents on e-QIP and personal appearance at DOE, the contractor employee's application package will be electronically submitted to initiate the National Agency Check with Inquiries (NACI) investigation. [DNFSB reserves the right to request, through DOE, a more extensive public trust investigation for positions under this contract which require elevated privileges on any DNFSB information systems. These positions will be identified by the COR.]

d) A PIV Credential will not be issued to the contractor employee before the favorable results of the National Agency Check (NAC) or fingerprint check are complete. However, if the results of the NACI have not been received in five days, the PIV Credential may be issued based on a favorable Criminal History Check (fingerprint check).

e) Contractor employees who possess PIV credentials from another Federal agency and have undergone the required background investigation may receive reciprocity if DNFSB is able to verify the relevant information. DNFSB requires that Form DOE F 2064 (Information Sheet for Sponsorship of HSPD-12 Credential) and Official Form 306 (Declaration for Federal Employment) be completed and returned to the CO with the request for reciprocity. If DNFSB is unable to verify reciprocity, the employee must complete the steps above.

Once the aforementioned investigation is completed and favorably adjudicated and after completion of mandatory security training or briefings as determined by the COR, the contract employee will receive a PIV credential for unescorted physical and/or logical access to the DNFSB's unrestricted facility and/or information system. The issuance of this PIV Credential is required before an employee can work under the terms of this contract.

Agency Access Denied. If the contractor employee's background investigation is unfavorably adjudicated, the contractor employee will be denied agency access and any PIV Credential will immediately be revoked. In such cases, the affected contractor employee shall utilize the appeal procedures outlined in Appendix A of Department of Energy (DOE) Order 206.2, Identity, Credential, and Access Management (ICAM). The Contractor is responsible for providing a qualified replacement employee for each candidate employee unable to obtain a PIV Credential in a timely manner. Depending upon the circumstance related to the employee's inability to obtain a PIV Credential, the Contractor shall be required to bear the additional cost of conducting the background investigation for the substitute employee. The responsibility for determining the length of time afforded for an investigation before a substitute employee candidate is demanded rests with the designated COR with consultation with the Security Office.

**1.8.6 PIV Credential Custody and Control:**

a) The Contractor is responsible for the custody and control of all forms of government identification issued by DNFSB to contractor employees for access to DNFSB facilities, sensitive information, information systems and other DNFSB resources. The Contractor must immediately notify the COR or, if the COR is unavailable, the CO) when a contractor employee no longer requires agency access due to transfer, completion of a project, retirement, death, removal from work on the contract, or termination of employment.

b) The Contractor must ensure that contractor employees comply with the requirements below concerning the renewal, loss, theft, or damage of a PIV Credential.

a. The Contractor must immediately notify the COR or, if the COR is unavailable, the CO when a PIV credential is lost or stolen. The Contractor must submit an incident report within 48 hours to the Security Office outlining the date the PIV credential was lost or stolen, the last time the credential was seen, and all pertinent facts related to how the credential was lost or stolen. A PIV Credential that is due for renewal within 30 days of the expiration date or has been damaged shall be reported to the Security Office with notification provided to the CO and COR.

b. A PIV Credential will be replaced if it is damaged, contains incorrect data, or is lost or stolen for more than two days, provided there is a continuing need for agency access to perform work under the contract.

c) Failure to comply with the requirements for custody and control of a DNFSB PIV Credential may result in withholding final payment or contract termination based on the potential for serious harm caused by inappropriate access to DNFSB facilities, sensitive information, information systems or other DNFSB resources.

**1.8.6.1 Termination of PIV Credential:**

A contractor employee's PIV Credential will be terminated if it is determined that the contractor employee is no longer eligible to have a PIV Credential. The PIV Credential shall be terminated under the following circumstances:

a) a contractor employee changes positions and no longer needs access to the DNFSB facility or information systems;

b) a contractor employee passes away;

c) a determination is made after completion of a contractor employee's background investigation that the contractor employee should not have a PIV Credential; or a contractor employee is determined to hold a Surrender of PIV Credential. The Contractor shall return a PIV Credential to the COR, or if the COR is unavailable, the CO, at the earliest of any of the following:

a) When no longer needed for contract performance;

- b) Upon completion of the contractor employee's employment;
- c) Upon contract completion or termination; or
- d) When demanded by the proper DNFSB authority.

It shall be the responsibility of the Contractor to return PIV Credentials to the DNFSB in accordance with the terms set forth above, unless otherwise approved in writing by the COR. The COR may delay final payment under the contract if the Contractor fails to comply with this requirement.

#### **1.8.6.2 Miscellaneous:**

The Contractor is required to include this clause and FAR Clause 52.204-9 "Personal Identity Verification of Contractor Personnel" in any subcontract that require the subcontractor or subcontractor's employee to have access to DNFSB facilities, sensitive information, information systems or other DNFSB resources. Responsibility for overseeing the subcontractor's implementation of these clauses remains with the prime Contractor.

DNFSB will conduct and/or ensure a periodic background check is conducted on all contractor employees possessing PIV Credentials. Should the periodic background check be unfavorably adjudicated, the employee's PIV Credential will be revoked and the employee will be denied logical access to the DNFSB's unrestricted facility and information systems. The Contractor shall be responsible for replacing the unfavorably adjudicated employee with a new employee as soon as possible, but not later than 30 days from the unfavorable adjudication.

All Contractor personnel shall exhibit courteous behavior and be required to wear Board issued identification badges. Contractor personnel shall not discuss, share, or otherwise make public any information regarding technical programs related to the safety of defense nuclear facilities.

Contractor employees shall identify themselves by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identifications for meetings with government personnel. In addition, Contractor personnel shall identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

### **1.9 Contracting Officer's Representative (COR):**

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

**1.10 Other Considerations:**

Inform the DNFSB COR immediately of any issues that may adversely impact the Advisory and Consulting services.

**1.11 Contract Management:**

**1.11.1 Removal of Personnel at Government Request:**

Contractor personnel do not work for the Government; however, the Contracting Officer may recommend removal (permanent or temporary) of personnel from performance on a contract for security, safety, or health reasons, upon discovery of fraudulent qualification documentation, or when Contractor personnel behaves in an unprofessional manner that would be considered unacceptable by a reasonable person. The hiring and or releasing of Contractor personnel is solely at the Contractor's discretion.

**1.11.2** The Contractor shall provide resumes of all proposed personnel. Personnel identified as Key Personnel are considered to be essential to the work being performed in this contract. Before changing an individual identified as Key person, the Contractor shall notify the Contracting Officer in no less than ten (10) business days and will submit written justification as to the reason for the substitution. The Justification shall include the name and qualifications of the proposed substitute(s). The proposed substitute(s) will possess qualifications equal to or superior to those of the Key Person being replaced. The Contractor shall not substitute Key Personnel without written consent from the Contracting Officer. No change in fixed unit prices may occur as a result of Key Personnel substitution.

**1.11.3 Contract Award Meeting:**

The Contractor shall facilitate and coordinate with the COR a kick-off meeting at DNFSB HQ, within 10 business days of contract award, with the OGM leadership, and other officials as designated by the Government. The Contractor shall present for review and concurrence by the Government, the details of the strategic vision and intended approach, work plan, and projected staffing schedule. The Contractor shall provide to the Contracting Officer Representative (COR) an agenda two calendar days prior to the meeting, and document meeting minutes after the meeting within three calendar days after conclusion of the meeting to be delivered to the COR. The Contractor shall coordinate with the COR to invite relevant stakeholders including the Contracting Officer (CO) and identified staff. The kick-off meeting will serve as a working meeting to review contractor plans, work needs, resolve strategic questions, refine goals, and define success.

**1.11.4 Scope Questions:**

Notify the CO of direction received from Government personnel that the Contractor considers outside the scope of PWS requirements prior to performing the work.

**1.12 Purchasing:**

The Contractor shall not purchase any material billable to the Government as part of this requirement.

## **2.0 Task Proposal:**

The Contractor shall provide a proposal in response to this PWS. This effort shall be proposed on a Firm Fixed Price basis in accordance with the contract schedule. The Contractor shall provide firm labor rates, estimated labor amounts, and a ceiling price for this order.

## **3.0 Tasks and Deliverables:**

The Contractor shall furnish all the necessary services, qualified personnel, material, equipment, and facilities not otherwise provided by the Government as needed to perform the Statement of Work below. The Advisor/Expert Consultant will be expected to provide senior-level contribute feedback and guidance to the Board through conference calls, virtually, by email, and onsite. The role of the Advisor/Expert Consultant may include but is not limited to the following responsibilities and tasks:

### **3.1 Federal EEO Program Compliance Expertise:**

Candidates must have demonstrated extensive experience advising agency heads/leaders (SES and/or equivalent) on legal and administrative Federal EEO program compliance. Demonstrated expertise would include familiarity with, and oversight of, agency representation during the EEO litigation and appeal processes; expertise in Title VII and related statutes.

#### **Deliverables may include:**

- Conduct up to two (2) meetings with DNFSB Senior Executives or other personnel designated by the Board.
- Provide up to two (2) ad-hoc reports for matters under advisement, as requested and identified by the Board.

### **3.2 Cultural Transformation and Organizational Change Expertise:**

Candidates must have demonstrated extensive experience leading and advising agency heads/leaders or C-level private sector leaders on change management best practices during major cultural transformations. Demonstrated experience would include the development of tailored resources and enduring, actionable strategies in assessing, designing implementation, and evaluation of organizational change initiatives that impact a diverse workforce.

#### **Deliverables may include:**

- Conduct up to two (2) meetings with DNFSB Senior Executives, or other personnel designated by the Board, to continue to refine core organizational change and accountability approaches.
- Develop a Draft Agenda for the Senior Leadership Engagement Summit for Board approval.
- Provide up to two (2) ad-hoc reports or assessments/surveys for matters under advisement, as requested and identified by the Board.

### **3.3 Diversity, Equity, Inclusion, and Accessibility Program Expertise:**

Candidates must have demonstrated extensive experience in advising agency heads/leaders or C-level private sector leaders on DEIA programming and best practices. Demonstrated experience would include the development of policies and practices that reflect the agency's/organization's core values; Senior Leaders on appropriate methodologies to capture data pertaining to hiring, retention, and rewarding the workforce; and analyzing data, policies, procedures, and practices to effectuate change and mitigate organizational biases while promoting enhanced DEIA.

#### **Deliverables may include:**

- Provide one (1) Summary Presentation to the Board, and other personnel designated by the Board, with recommendations for enhancing or improving the DEIA program.
- Assist the Board in determining desired goals/outcomes of the DEIA program and the implementation strategies for achieving those goals/outcomes. This may include specifying roles and responsibilities, defining required resources, and developing a timeline for executing the strategies.

### **4. Key Personnel:**

An experienced professional is essential for successful contractor accomplishment of the work performed under this contract. The Contractor employee providing services for this effort shall be considered Key personnel. Key Personnel qualifications are as follows:

#### **4.1 Expert Advisor/Consultant Qualifications focused on the three functional areas of strategic importance:**



Federal Equal Employment Opportunity (EEO) Compliance; Cultural Transformation; and, Diversity, Equity, Inclusion, and Accessibility:

- **Nationality.** Must be a U.S. citizen.
- Must be able to obtain and maintain a federal security clearance.
- Performance at DNFSB Headquarters in Washington DC
- **Education:** Must have a Professional terminal Degree (MS, MA, PhD, or Juris Doctorate) in organizational management or other human resources-related subject or other related fields.
- **Experience:** Must have senior-level management experience, preferably in the Federal Senior Executive Service is highly desired. Must demonstrate knowledge, experience, and expertise in the requirements set in the PWS. Must have at least 10 to 15 years of relevant experience leading organizational change management initiatives; coaching, guiding, and advising senior executives, political appointees, or C-level private sector leaders; and, identifying organizational barriers and biases that impact DEIA goals and objectives.
- **Security Clearance:** Must be able to obtain a clearance up to the Secret level (or its equivalent)

## **5.0 Training:**

The contractor shall provide all the materials, labor, and equipment to train DNFSB employees at least 60 days prior to the expiration of the task order.

## **6.0 Reports and Deliverables:**

(a) The Contractor and the COR will finalize the method in which report deliverables are to be submitted and marked for delivery. Report deliverables shall be submitted electronically unless otherwise designated by the COR.

(b) The COR will review all draft and final deliverables to ensure accuracy, functionality, completeness, professional quality, and overall compliance with task order requirements. The Contractor shall ensure the accuracy and completeness of all deliverables. The Government will consider errors, misleading statements, incomplete or irrelevant information, or repetition as deficiencies and the Contractor shall make corrections at no additional cost.

(c) All documents will be delivered in electronic format in addition to the hard copy requirements.

## **7.0 Travel:**

Travel within the local area or place of performance to attend meetings or perform work shall be considered a cost of doing business and shall not be separately reimbursed as a travel expense. Local area travel is defined as within a 50-mile radius of the primary place of performance. All travel arrangements must be made in accordance with Federal Travel Regulations and must be approved by the Contracting Officer and authorized by the Contracting Officer's Representative prior to being finalized or invoiced.

#### **8.0 Other Direct Costs (ODCs):**

This contract will include a CLIN to cover ODCs. ODCs are expenses other than the direct labor hours proposed for this effort. Possible ODCs may include but are not limited to items such as travel and training. All ODC's are established at ceiling amounts on the contract and may only be increased through contract modification after approval by the COR and/or Contracting Officer. As long as the contractor quotes a price for the ODC that is less-than, or equal-to the ceiling price listed, the cost is allowable under the contract.

#### **9.0 Transition-Out Plan:**

Prior to the end of the Contract's period of performance, the incumbent Contractor shall support a forty-five (45) calendar day transition period with the Government.

#### **10.0 System Award Management (SAM) Registration:**

Quoters are required to be registered in SAM when submitting a Quote and shall continue to be registered until of award, during performance, and through final payment of any contract or order resulting from this RFQ.

## **A.5 BILLING INSTRUCTIONS**

- a. General: The Contractor shall prepare vouchers/invoices as prescribed herein. Failure to submit vouchers/invoices in accordance with these instructions will result in the rejection of the voucher/invoice as improper.
- b. Form: Invoices shall be submitted on the payee's letterhead
- c. Number of Copies. Soft copies shall be submitted to [invoices@DNFSB.gov](mailto:invoices@DNFSB.gov), Contracting Officer, Contracting Officer Representative, and/or an alternative DNFSB Government Official. Failure to submit all the required copies will result in the rejection of the invoice as improper.

- d. Designated Agency Billing Office: invoices shall be submitted to the following address: Defense Nuclear Facilities Safety Board ATTN: Vera Johnson Invoices@dnfsb.gov 625 Indiana Avenue, NW, Suite 700 Washington, DC 20004
- e. Agency Payment Office: Voucher/invoice payment(s) will be made by the following: United States Department of Agriculture (USDA) External Services Branch 2300 Main Street -2SE Kansas City, MO 64108 • Invoices submitted to USDA payment office will not be processed.
- f. Frequency: If applicable, the Contractor may submit an invoice on a monthly basis depending upon services rendered as requested by the Board, or products delivered in performance of the contract, unless otherwise specified in the contract. The last invoice must be marked "Final".
- g. Preparation and Itemization of the Invoice. The invoice shall be prepared in ink or by typewriter (without strikeovers). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included.

(1) Contract Number.

(2) Sequential voucher/invoice number.

(3) Date of voucher/invoice.

(4) COTR's name as designated in the contract.

(5) Payee's name and address. (Show the name of the Contractor and its correct address. In addition, when an assignment of funds has been made by the Contractor or a different payee has been designated, including the name and address of the payee.) Indicate the name and telephone number of the individual responsible for answering questions the Board may have regarding the invoice.

(6) Description of articles or services, quantity, unit price, and total amount.

(7) Weight and zone of shipment, if shipped by parcel post, if applicable)

(8) Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express, if applicable.

(9) Instructions to consignee to notify the Contracting Officer of receipt of shipment.

(10) To constitute a proper invoice, the invoice must include all items per FAR 52.232-25, "Prompt Payment".

h. Currency. Billings may be expressed in the currency normally used by the Contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all voucher/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

#### CONTRACTING OFFICER REPRESENTATIVE POC INFORMATION

Tayrn Gude; TayrnG@dnfsb.gov

625 Indiana Ave., NW, Suite 700

Washington, DC 20004

## A.6 INSTRUCTIONS TO QUOTERS

### INSTRUCTION TO QUOTERS

1. Quoters are expected to review, understand, and comply with all aspects of this solicitation.
2. Solicitation Closing Date and Time is **May 15, 2023, at 10:30 am EST**. Please submit responses via email to: Adriana Underdue, at [AdrianaU@dnfsb.gov](mailto:AdrianaU@dnfsb.gov),
3. **Phase I - Corporate Experience Factor submission requirement:**  
Quoter shall submit a detailed descriptive listing of no more than three (3) projects performed within the past five (5) years that are similar in nature to the one described in this solicitation. "Similar" is defined as projects comparable in terms of such factors as duration, dollar value, types of services performed or level of Contractor responsibility and authority. The detailed description submitted for each project shall include, at a minimum, the following information:
  - (i) Contract number
  - (ii) Estimated annual dollar value of contract
  - (iii) Description of services (including location) provided and the offeror's level of responsibility and authority on the project.
  - (iv) (If applicable) List of subcontracted services and subcontractors used, along with the estimated annual cost of each subcontracted service.
  - (v) Type of contract (e.g. cost reimbursable, incentive fee, award fee, time and materials, fixed price, etc.).
  - (vi) Date of contract start and completion, including options. vii. Name, title, address, phone number, and email of customer contact. It is incumbent on the offeror to ensure the customer information is current and accurate.

#### 4. Down Select Advisory Notification:

After the Government completes the evaluation criterion, Corporate Experience, Quoters will receive an advisory notification via e-mail from the Contracting Officer. This notification will advise the quoters of the Government's

advisory recommendation to proceed or not to proceed with Phase II submission. Quoters who are rated highly for the criterion, Corporate Experience, will be advised to proceed to phase II interview/ presentation process. Quoters who are not among the most highly rated will be advised that they are unlikely to be viable competitors, along with a general basis for the Government's advisory recommendation. The intent of this advice is to minimize proposal development costs for those Quoters with little to no chance of receiving an award. Quoters should note that the Phase I evaluation criterion is more important than Phase II evaluation criteria. When Phase II evaluation criterion are combined, they are of equal importance to the Phase I evaluation criterion.

The Government intends to provide no more than four Quoters with an advisory notification to proceed to Phase II. However, the Government's advice will be a recommendation only, and those Quoters who are advised not to proceed may elect to continue their participation.

## **5. Debriefing:**

The Government does not intend to provide debriefings after the completion of the advisory notifications. Failure to participate in Phase 1 of the procurement precludes further consideration of a Quoter. Quoter submissions will not be accepted from Quoters who have not submitted Phase 1 quotes by the due date and time submitted in this RFQ. For those Quoters that are rated most highly and advised to proceed to Phase II of the quote submission process, the Contracting Officer will include the Phase II instructions on the advisory notice.

## **6. Phase II: Instructions for Interview/ Presentations:**

(a) The Government intends to conduct interviews with the Quoters as part of the evaluation process. Interviews will be conducted virtually via Microsoft Teams:

However, at the discretion of the Government, the interviews may take place via another video teleconferencing VTC medium or voice-only telephone. Quoters shall not purchase Microsoft Teams or any other VTC software in response to this solicitation and will not be reimbursed for any VTC costs associated. By participating in the interviews, the Quoter acknowledges that it is in compliance with all solicitation rules and parameters, in accordance with applicable laws and statutes. The Government encourages Quoter to abide by applicable social distancing guidelines and rules established by the Centers for Disease Control and Prevention (CDC) and state and local Governments, including applicable active stay-at-home orders, to reduce the spread of the coronavirus disease (COVID-19).

(b) Quoter Participants: No more than three Quoter participants shall attend the interview. At least one (1) individual who will serve as Key Personnel shall attend the presentation. Participants must be an employee of the Quoter or Major Subcontractor(s). Major Subcontractors shall only subcontract and propose with one Quoter in response to this solicitation.

(c) Recording of Interview: Recording of the interview by Quoters is strictly prohibited, notwithstanding local laws and regards to virtual meetings or voice-only telephone interviews. The Government reserves the right to record interviews/presentations. If recorded, the recording is source selection sensitive and will be handled accordingly.

(d) Exchanges During the Interview: The Government intends to engage in interactive dialogue during the interviews. These exchanges are viewed as a component of the interview itself and do not constitute discussion.

<b>Phase II Agenda- Interview</b>	
8:00 AM	Government interviews the contractor, Key personnel. The Government shares questions/problem statements; Government evaluators leave the room. Offering contractor attendees review the information and prepare for the second hour.
9:00 AM	The offering Contractor shares its answers with the Government evaluators.
11:00 AM	Government caucuses to identify any clarifications it may require. Then, Government may ask clarification questions of the offering contractor.
12:00 PM	Interview/ Presentation concludes.

(e) The Contracting Officer will determine the order of interviews/presentations and the schedule. The Contracting Officer will contact each Quoter to schedule the date and time for interviews/ presentations. Once a presentation date and time are confirmed, rescheduling is at the discretion of the Contracting Officer.

**(f) Detail Instructions for Interviews/ Presentation:**

<b>VOLUME</b>	<b>VOLUME TITLE</b>	<b>FORMAT</b>	<b>TIME &amp; PAGE LIMITATIONS</b>
<b>Phase I Vol. I</b>	<b>Corporate Experience</b>	<b>Microsoft Word</b>	<b>10 pages (Excludes the Cover page and Table of Contents)</b>
<b>Phase II Vol. I</b>	<b>Key Personnel Experience And Qualifications</b>	<b>Microsoft PowerPoint</b>	<b>See Phase II Agenda</b>

**FORMAT.** Tables and illustrations may use reduced font style but not less than 8-point. All material submitted may be single-spaced. Each page must provide identification of the submitting contractor in the header or footer. Submission of written materials for the Interview/ presentation does not constitute an opportunity to submit a revised quote/proposal.

**(g) Experience, Knowledge, and Qualifications of Key Personnel:**

The quoters shall address the quoters clear understanding, knowledge, approach, necessary skills, and capabilities to successfully perform the Advisory/ Expert consulting services outlined in the PWS.

The Offeror shall demonstrate the required experience, knowledge, and qualifications to accomplish each of the required tasks in accordance with the PWS. The Offeror shall demonstrate their experience, knowledge, and qualifications to be used in accomplishing the required tasks and their understanding of those tasks, and the ability to satisfactorily complete the tasks.

The quoter shall provide the quoter's organizational structure to demonstrate clear lines of communication with the Government. The quoter shall identify the employee that is deemed key personnel. The quoter shall submit resumes for the employee deemed key person that describes their Federal leadership experience, relevant background, requisite educational qualifications, and any special qualifications applicable to contract performance.

**(h) Phase II:** Invitation to Phase II Agenda-Interview and Price Proposal. In addition to the price proposal, Quoters shall use the section B schedule to submit prices. Quoters shall price all CLINs. Prices shall be firm fixed prices and shall include all labor, materials, and equipment costs that are necessary to accomplish the solicitation requirements. Failure to submit pricing may result in the proposal being removed from consideration.

**BASIS FOR AWARD****1. Basis for Award:**

The Government anticipates selecting the apparent successful Quoter. Quoters are strongly encouraged to follow the Phase I and Phase II requirements in response to this RFQ.

Exchanges with Best Suited (i.e. apparent successful quoter) to address any remaining issues, if necessary, and finalize a task order with that Quoter. These issues may include performance potential and price. If the parties cannot successfully address any remaining issues, as determined pertinent at the sole discretion of the government, the government reserves the right to communicate with the next best-suited Quoter based on the original analysis and address any remaining issues.

**2. Evaluation Criteria:**

- Corporate Experience
- Experience, Knowledge, and Qualifications of Key Personnel

- a. Phase I-: Corporate Experience Evaluation Criterion:** The Government will evaluate the extent to which the Contractor's previous experience with projects of a similar scope demonstrates its capability to successfully perform the requirements of this task order.
- b. Phase II- Experience, Knowledge and Qualifications of Key Personnel Criterion:** The Quoter will be evaluated for Federal leadership experience, relevant background, requisite educational qualifications, any special qualifications applicable to contract performance and clearly demonstrate in detail the offeror's understanding of all PWS Sections 3.1, 3.2, and 3.3.

**3. Confidence Rating for Corporate Experience and Experience, Knowledge, and Qualifications of Key Personnel Criteria:**

High Confidence	The Government has high confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with little or no Government intervention
Some Confidence	The Government has some confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with some Government intervention.
Low Confidence	The Government has low confidence that the Offeror understands the requirement, proposes a sound approach, or will be successful in performing the contract even with Government intervention.

**4. Total Evaluated Price (TEP):**

TEP will be evaluated based on “all or none” basis and be used to assist in determining the best value to the Government. Proposals will be evaluated, for award purposes. Based upon the total price proposed for items identified for pricing which are applicable to the basic requirements and other price-related issues. The TEP shall include all costs associated to accomplish the tasks and deliverables cited in this solicitation Section B and PWS requirements.

**5. Award:**

The Government shall select the quoter whose is best suited for award and offers the best value to the Government in accordance with the established criteria in this Evaluation Criteria. Trade- offs will be utilized to award to the best-value quoter based on a comparative assessment of proposals in accordance with the established criteria and with consideration of the recommendations and minority opinions presented to Ordering Contracting Officer. All evaluation factors other than cost or price, when combined, are approximately equal to cost or price.



## ADDITIONAL PROVISIONS/TERMS AND CONDITIONS

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### A.7 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.

## **A.8 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)**

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

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

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

*Covered telecommunications equipment or services* means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **A.9 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 127, and the concern is identified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

(6) Have been voluntarily suspended.

*Sensitive technology—*

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

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

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

(1) Means a small business concern—

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

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

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

*Small business concern—*

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

(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.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] 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 part 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.]

**Note to Paragraphs (c)(8) and (9):** Complete paragraphs (c)(8) and (9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(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 Part 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. \_\_\_\_\_

[List as necessary]

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

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

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

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

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

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

Line item No.	Country of origin

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55

percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

Other Foreign End Products:

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

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105). Line Item No. \_\_\_\_\_

[List as necessary]

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

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

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

Israeli End Products:

Line item No.	Country of origin

[List as necessary]

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

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

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

Line item No.	Country of origin
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[List as necessary]

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

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

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

## Other End Products:

Line item No.	Country of origin

[List as necessary]

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

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

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

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



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

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

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

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

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

(ii) *Examples.*

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

(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. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

(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).*

(1) *Listed end products.*

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) *Common parent.*

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

☐ Name and TIN of common parent:

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

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

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

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

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic

corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

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

(i) It [ ] is, [ ] 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](mailto:CISADA106@state.gov).

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

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

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

(s) [Reserved]

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

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

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

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

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

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

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

lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

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

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

(2) The Offeror represents that—

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

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

#### **A.10 52.216-25 CONTRACT DEFINITIZATION (OCT 2010) ALTERNATE I (APR 1984)**

(a) A Firm-Fixed-Price award definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a Firm-Fixed-



Price award proposal, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR 15.408, Table 15-2, supporting its proposal.

(b) The schedule for definitizing this contract is:

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

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

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

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

(d) The definitive contract resulting from this letter contract will include a negotiated in no event to exceed .

#### **A.11 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**

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

#### **A.12 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)**

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

*United States or its outlying areas* means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

#### **A.13 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE**

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in

this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

# FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

\*\*\*\*\* *By-Reference '52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING' Ignored* \*\*\*\*\*

\*\*\*\*\* *By-Reference '52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE' Ignored* \*\*\*\*\*

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	JUN 2020
***** <i>Inserted Clause (By Reference)</i> *****		
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-1	SITE VISIT	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.245-1	GOVERNMENT PROPERTY	SEP 2021
52.245-9	USE AND CHARGES	APR 2012
52.222-50	COMBATING TRAFFICKING IN PERSONS	NOV 2021

## A.14 Other Applicable Clauses

☐ See Addendum for the following in full text (if checked)

☐ 52.216-18, Ordering

☐ 52.216-19, Order Limitations

☐ 52.216-22, Indefinite Quantity

☐ 52.217-6, Option for Increased Quantity

☐ 52.217-7, Option for Increased Quantity Separately Priced Line Item

☒ 52.217-8, Option to Extend Services

☐ 52.217-9, Option to Extend the Term of the Contract