

| | | | | | | | |
|---|---|---|-----------------|---|--|---|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i> | | | | 1. REQUISITION NUMBER 23PR-SSP-0231 | | PAGE OF 1 91 | |
| 2. CONTRACT NO. | | 3. AWARD/ EFFECTIVE DATE | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER 2032H323R00065 Amendment 0001 | | 6. SOLICITATION ISSUE DATE 08/01/2023 |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME AARON HILL | | | b. TELEPHONE NUMBER (No collect calls) | | 8. OFFER DUE DATE/LOCAL TIME 08/31/2023 1700 ET |
| 9. ISSUED BY CODE 1-IRS NON-IT | | | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: | | | |
| U.S. Department of the Treasury Internal Revenue Service DCOS/Procurement OS:OCPO:BSA:HQ:TO:P, Stop C7-430 5000 Ellin Road Lanham MD 20706 | | | | <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 611430 <input type="checkbox"/> 8(A) SIZE STANDARD: \$15 | | | |
| | | | | | | | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE | | 12. DISCOUNT TERMS | | <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | 13b. RATING | |
| 15. DELIVER TO CODE SSP | | 16. ADMINISTERED BY CODE 1-IRS NON-IT (OT | | 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP | | | |
| SSP US DEPARTMENT OF THE TREASURY-DEPAR FINANCIAL MANAGEMENT, ATTN:MET SQUA 1500 PENNSYLVANIA AVE., NW WASHINGTON DC 20220 | | U.S. Department of the Treasury Internal Revenue Service DCOS/Procurement OS:OCPO:BSA:HQ:TO:P, Stop C7-430 5000 Ellin Road Lanham MD 20706 | | | | | |
| 17a. CONTRACTOR/ OFFEROR CODE | | FACILITY CODE | | 18a. PAYMENT WILL BE MADE BY CODE | | | |
| TELEPHONE NO. | | | | | | | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | The purpose for this Request for Proposal is to award an Indefinite Delivery Indefinite Quantity (IDIQ) contract for On Demand Coaching Services for the Treasury Executive Institute. Period of Performance: 9/30/2023 - 9/29/2027. One (1) 12-month base period, plus three (3) 12-month option periods. COR: Antoinette Jones 202-622-9318 Antoinette.Jones@treasury.gov <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i> | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. | | | | | | | |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. | | | | <input type="checkbox"/> 29. AWARD OF CONTRACT: _____ 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 | |
| | | | | ANGELA C. GALLO | | | |

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 0001 | CO: Angela C. Gallo 240-613-0038 Angela.C.Gallo@irs.gov Period of Performance: 09/30/2023 to 09/29/2024 Base Period Licenses: Executive Coaching/Assessments/Learning Resources IAW PWS Period of Performance: 09/30/2023 to 09/29/2024 | | | | |
| 1001 | Option Period 1 Licenses: Executive Coaching/Assessments/Learning Resources IAW PWS (Option Line Item) 09/30/2024 Period of Performance: 09/30/2024 to 09/30/2025 | | | | |
| 2001 | Option Period 2 Licenses: Executive Coaching/Assessments/Learning Resources IAW PWS (Option Line Item) 09/30/2025 Period of Performance: 09/30/2025 to 09/30/2026 | | | | |
| 3001 | Option Period 3 Continued ... | | | | |

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

| | | | | |
|---|------------------------|------------------------------------|---|-----------------------|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE | |
| | | | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE | |
| 33. SHIP NUMBER | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT | 37. CHECK NUMBER |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | |
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY | | |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | | | 42a. RECEIVED BY (<i>Print</i>) | |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | 41c. DATE | 42b. RECEIVED AT (<i>Location</i>) | |
| | | | 42c. DATE REC'D (YY/MM/DD) | 42d. TOTAL CONTAINERS |

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | Licenses: Executive Coaching/Assessments/Learning Resources IAW PWS (Option Line Item) 09/30/2026 Period of Performance: 09/30/2026 to 09/30/2027 | | | | |

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2032H323R00065, ON-DEMAND EXECUTIVE COACHING WITH ASSESSMENTS & LEADERSHIP DEVELOPMENT RESOURCES

COMBINED SYNOPSIS/SOLICITATION

(i) This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with the format in subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.

(ii) Solicitation 2032H323R00065 is hereby issued as a request for proposal (RFP) for a single award Indefinite Delivery Indefinite Quantity (IDIQ) contract consistent with Federal Acquisition Regulations (FAR) part 12, and 13 as appropriate, and incorporates provisions and clauses in effect through Federal Acquisition Circular 2023-04.

All Task Orders issued from resultant IDIQ contracts will be awarded using the procedures stated at FAR16.505 and are subject to the following terms and conditions. In the event of an inconsistency between provisions of the IDIQ and any Task Order issued pursuant to the IDIQ, the provisions of the IDIQ will take precedence.

The establishment of the IDIQ contract(s) creates no guarantee or obligation on the part of the Government to place any Task Orders beyond the minimum stated below. The Government is obligated only to the extent of authorized purchases are actually ordered under the IDIQ.

Upon award of the IDIQ, proposed prices will become part of the contract document and utilized to award Task Orders.

(iii) This acquisition is Unrestricted and open to all sources. The associated NAICS code is 611430 – Professional and Management Development Training.

(iv) The minimum guarantee for this acquisition is \$57,000.00.

(v) Estimated Value: The Government estimates, but does not guarantee, that total Task Orders may reach a sum maximum of \$1,388,000 per year. Issuance of an IDIQ contract(s) does not obligate any funds. Funds will be obligated upon award of individual Task Orders.

(vi) Task Orders: Individual task orders will be awarded on a Firm Fixed Price basis.

(vii) Authorized IDIQ Users: Treasury Departmental Offices may utilize this IDIQ contract.

(viii) The following Contract Line Item Numbers (CLINS) are associated with this requirement:

| CLIN | DESCRIPTION OF SERVICES | PRICE |
|------|---|-------|
| 0001 | Licenses: Exec. Coaching/Assessments/Learning Resources | |
| 1001 | Licenses: Exec. Coaching/Assessments/Learning Resources | |
| 2001 | Licenses: Exec. Coaching/Assessments/Learning Resources | |
| 3001 | Licenses: Exec. Coaching/Assessments/Learning Resources | |

(ix) The purpose of this requirement is for a web-based application resource that provides a platform for on-demand professional coaching in areas such as alignment, cognitive agility, and managing teams that will equip leaders to more effectively tackle the daily demands associated with their roles for the Treasury's Departmental Offices. Individual Firm-Fixed Price Task Orders will be awarded against this IDIQ for specific Program Office coaching needs.

(x) The period of performance for this acquisition is as follows:

| | |
|------------------|---|
| Base Period: | September 30, 2023 through September 29, 2024 |
| Option Period 1: | September 30, 2024 through September 29, 2025 |
| Option Period 2: | September 30, 2025 through September 29, 2026 |
| Option Period 3: | September 30, 2026 through September 29, 2027 |

Task Orders placed against the resulting IDIQ will have their own periods of performance.

(xi) Delivery of all reports and services will be made to:

U.S. Department of the Treasury
Office of Treasury Executive Institute (TEI)
ATTN: TBD
1500 Pennsylvania Avenue, NW
Washington, DC 20220

(xii) The FOB Point is Destination.

(xiii) FAR Provision 52.212-1, Instructions to Offerors-Commercial Products and Commercial Services, applies to this acquisition and addenda to the provision is located in Section III, C.1.

(xiv) FAR Provision 52.212-2, Evaluation-Commercial Products and Commercial Services applies to this acquisition, and the specific evaluation criteria is located in Section III, C.1.

(xv) Offerors shall include a completed copy of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services as well as all other applicable provisions within this solicitation, with its offer.

(xvi) Clause at 52.212-4, Contract Terms and Conditions-Commercial Products and Commercial Services, applies to this acquisition as well as DTAR Deviation 1052.212-4 - CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS. (ALTERNATE II) (DEVIATION 2016-00001) (APR 2018).

(xvii) FAR Clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Products and Commercial Services, applies to this acquisition.

(xviii) See Section II for additional contract term and conditions determined necessary for this acquisition.

(xix) The Defense Priorities and Allocation System is not applicable to this acquisition.

SECTION I - STATEMENT OF WORK (SOW)

Executive Coaching with Assessments & Leadership Development Resources

10 July 2023

1. BACKGROUND

The U.S. Department of the Treasury (Treasury), Treasury Executive Institute (TEI) is seeking a subscription to a web-based application resource that provides a platform for on-demand professional coaching in areas such as alignment, cognitive agility, and managing teams that will equip leaders to more effectively tackle the daily demands associated with their roles for the Treasury's Departmental Offices. Specifically, TEI would like to utilize professional coaching to help its clients develop Executive Core Qualifications (ECQs), (1) learn and practice coaching skills, (2) improve the ability to give and receive feedback, and (3) become more effective leaders for their teams.

2. SCOPE

The Contractor shall provide a virtual coaching platform that includes scheduling, coach matching, assessments, a resource portal, and on-demand specialty coaching available for each coaching participant. The Executive Coaching shall take place virtually, consisting of individualized, one-on-one sessions.

3. TECHNICAL REQUIREMENTS

The Contractor shall provide online subscription services with online access to the digital libraries via the website platform, 24 hours a day, 7 days a week, with customer support.

3.1 Executive Coaching:

The Contractor shall provide all services, materials, supplies, equipment, and project supervision, as required in connection with this Statement of Work (SOW). The executive coaching engagement shall consist of:

Coaching, assessment & development resources:

- 1:1 Coaching by ICF credentialed coaches.
- On-Demand Coaching with sessions occurring within one business day
- Learning/Development Resources to support the coachees to gain knowledge and develop skills in coaching areas which includes a whole-person approach
- Assessment to be completed at start and end of engagements

- Capacity to offer 360 Assessments aligned with Office of Personnel Management’s Executive Core Qualifications included in the platform/licensing fee.
- Platform access for users to serve as single stop for all services/resources and for admins to show real time monitoring and usage (dashboard as well as reports). Interested parties will be requested to provide a demo of their platform.
- Demonstration of ability to scale resources is necessary due to nature of the contracting mechanism

3.2 Engagement Preparation Time:

- Once approved, the client will use the platform to schedule an introductory discussion to assess fit between the designated coach and client. Timely identification of coaches is required, within 5 business days of request
- During the introductory session, or within a week of it, there will be an orientation/intake session to learn more about the executive, his/her areas of support and development, and a description of the coaching process, outcomes, and any other logistical considerations included in the engagement.
- Within the first two sessions, there will be a development of a coaching plan to include customized deliverables and development objectives aimed at helping the participant achieve the desired outcomes and alignment to organizational goals.

3.3 Unlimited coaching sessions for term of individual license:

- The Contractor will provide unlimited access to coaches. Coaching sessions will be scheduled by the client on the platform based on coach availability and last for 30-60 minutes.

3.4 Preferred Coaching Cadre:

- Coaches shall be International Coach Federation credentialed.

3.5 360 Assessments

- At least one of the 360 Assessment(s) provided on the platform must align with Office of Personnel Management’s Executive Core Qualifications (ECQs) included in the licensing fee. Definitions for the ECQs can be found at [Executive Core Qualifications \(opm.gov\)](https://www.opm.gov/policy-data-oversight/core-qualifications/) The 360 Assessment(s) must be completed online and include reports for the coachee. The Contractor must share documentation attesting to the validity and reliability of the assessment.

4. DELIVERY REQUIREMENTS

The Contractor shall provide deliverable(s) in a format mutually agreed upon by TEI and the Contractor. The following deliverables are not expected to change.

| SOW SECTION | DELIVERABLE | DUE DATE |
|-------------|-----------------------------|--|
| 4.1 | Monthly status report. | Monthly by no later than the 7th calendar day for the previous month's activities. |
| 4.1.3 | Post Session Survey Results | Monthly by no later than the 7th calendar day for the previous month's activities |
| 4.1.4 | Behavioral Change Data | Quarterly by no later than the 15 th calendar day for the previous quarter's activities |
| 4.2 | Final Report | Prior to completion of the period of performance. |

4.1 Monthly/Quarterly Status Reports

The Contractor must provide Monthly/Quarterly Status Reports and TEI access to an administrative webpage documenting the previous month activity. The reports and webpage must be delivered or made available to TEI designated staff by the 7th of the subsequent month/quarter and include, at a minimum, the following information:

4.1.1 Engagement with Coaches

- Total number of sessions completed
- Total time spent in sessions
- Average number of completed sessions and time in session per coachee
- Most common topics discussed in coaching sessions (denoted by percentage)

4.1.2 Learning resources outside of Coaching Sessions

- Total number of completed learning resources
- Completed learning resources by topic (total hours per topic)
- Average number of learning resources completed per coachee

4.1.3 Post Session Survey Results

Post session survey results should be shared monthly with recent client completion results and at a minimum include the following:

- Percentage of coachees that feel coaching is a valuable use of their time

- Percentage of coachees that feel coaching makes them more effective at work
- Percentage of coaches that feel they have made meaningful progress toward their goals

4.1.4 Behavioral Change Data

- Behavioral change data (measured by change from the initial baseline onboarding behavioral assessment to a re-assessment to be completed 120 days after onboarding)
- Key behavioral themes and insights related to assessment data
- Recommended next steps to capitalize behavioral strengths and ways to address any development areas

4.2 Final Report

The Contractor must provide a Final Report to be submitted prior to the completion of the period of performance. The Final Report, must, at a minimum, include the following information.

4.2.1 Engagement with Coaches (see description above)

4.2.2 Learning resources outside of Coaching Sessions (see description above)

4.2.3 Post Session Survey Results (see description above)

4.2.4 Behavioral Change Data (see description above)

5. GOVERNMENT-FURNISHED EQUIPMENT AND GOVERNMENT FURNISHED INFORMATION

N/A

6. PLACE OF PERFORMANCE

Services will be available online via the contractor's website. The online subscription service will be used on government computers in various agencies who partner with TEI and on government issued computers for employees who telework and/or remote work.

Coaching sessions are to be performed virtually via video conference meetings or telephone.

7. PERIOD OF PERFORMANCE

The period of performance consists of one 12-month base period and four (4) 12-month option periods as follows:

Base Period: 9/30/2023 – 9/29/2024

Option 1: 9/30/2024 – 9/29/2025

Option 2: 9/30/2025 – 9/29/2026

Option 3: 9/30/2026 – 9/29/2027

Task orders placed against this IDIQ will have their own periods of performance.

8. WORK HOURS

Online service is available 24 hours a day/7 days a week.

8.1 Hours of Operation

The Contractor is responsible for performing live coaching services between the hours of 8 am and 5 pm Monday through Friday based on client location/time zone, or as otherwise required for or requested by the Government at no additional cost, except Federal holidays or when the Government agency is closed due to local or national emergencies, administrative closings, or similar Government directed agency closings.

8.2 Recognized Holidays

The Contractor is not required to perform services on the following holidays; however, the Government reserves the right to require performance on any day of the year at no additional cost if the circumstances require:

Eleven Federal holidays are set by law (USC Title 5 Section 6103). Under current definitions, four are set by date:

| | |
|------------------|-------------|
| New Year's Day | January 1 |
| Juneteenth | June 19 |
| Independence Day | July 4 |
| Veterans Day | November 11 |
| Christmas Day | December 25 |

The following six Federal holidays are set by a day of the week and month:

| | |
|-------------------------------|-----------------------------|
| Martin Luther King's Birthday | Third Monday in January |
| Washington's Birthday | Third Monday in February |
| Memorial Day | Last Monday in May |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Thanksgiving | Fourth Thursday in November |

The Contractor shall also follow any other holiday as declared by the President.

8.3 Unauthorized Work

The Contractor is not authorized at any time to commence performance prior to the issuance of a signed Task Order or other written approval provided by the CO to begin work.

9 SECURITY

Information is unclassified and does not require DD Form 250.

10 508 COMPLIANCE

This service must meet industry standards to comply with 508 regulations.

SECTION II – CONTRACT ADMINISTRATION, TERMS AND CONDITIONS

On Demand Executive Coaching with Assessments & Leadership Development Resources

1.0 AUTHORITY

a. Contracting Officer

The Contracting Officer for this action is:

Michelle A. Greene
5000 Ellin Rd
Lanham, MD 20706
Phone: 240-613-5447
Email: Michelle.A.Greene@irs.gov

The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

b. Contracting Officer's Representative

DTAR 1052.201-70 Contracting Officer's Representative (COR) Appointment and Authority (Apr 2015)

(a) The COR is:

TBD

(b) Performance of work under this contract is subject to the technical direction of the COR identified above, or a representative designated in writing. The term “technical direction” includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the contract specification(s)/work statement. The COR does not have authority to issue technical direction that:

(1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;

- (2) Constitutes a change as defined in the clause entitled “Changes”;
 - (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
 - (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
 - (5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or
 - (6) Directs, supervises or otherwise controls the actions of the Contractor's employees.
- (d) Technical direction may be oral or in writing. The COR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.
- (e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the Contractor, any direction of the COR or the designated representative falls within the limitations of (c) above, the Contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.
- (f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled “Disputes.”

(End of clause)

The COR’s assignment for this contract may be changed at any time by the Government without prior notice to the Contractor. The Contractor will be notified of the change.

c. Contract Project Manager

The Contractor’s designated Project Manager for this contract is:

Name: _____
Address: _____
Phone: _____
E-mail: _____

The Contractor shall provide a Project Manager for this contract who shall have the authority to make any no-cost technical, hiring, and dismissal decisions, or special arrangement regarding this contract. The Project Manager shall be responsible for the overall management and coordination of this contract and shall act as the central point of contact with the Government. The Project Manager shall have full authority to act for the Contractor in the performance of the required services. The Project Manager, or a

designated representative, shall meet with the COR to discuss problem areas as they occur. The Project Manager or designated representative shall respond within four hours after notification of the existence of a problem.

2.0 TYPE OF CONTRACT

The Government anticipates award of a firm fixed price (FFP) IDIQ contract with FFP Task Orders resulting from this solicitation.

3.0 INVOICE SUBMISSION REQUIREMENTS

- (a) Invoices shall be submitted electronically to <https://www.ipp.gov>.
- (b) An electronic copy shall also simultaneously be submitted to the COR and the Contracting Officer.
- (c) Submission of proper invoices shall be rendered on a percentage complete basis in an amount equal to the value of the work performed.
- (d) Each invoice submitted shall be supported by appropriate documentation. Documentation necessary to substantiate an invoice shall include, but is not limited to project name and number, invoice number, percent complete, original contract amount, modification amounts, retainage amount and percent cumulative), cost of materials used this invoice, value of work in place, contractor name, and contract number. Such documentation shall meet the approval of the Contracting Officer.

DTAR 1052.232-7003 - Electronic Submission of Payment Requests (Apr 2015)

(a) Definitions. As used in this clause—

(1) “Payment request” means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), “Content of Invoices” and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with Treasury procedures.

(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

(End of clause)

Electronic Invoicing and Payment Requirements for the Invoice Processing Platform (IPP)

Invoice Processing Platform (IPP) is a secure web-based electronic invoicing and payment information service available to all Federal agencies and their suppliers. The preferred method for invoicing through September 30, 2012 is through IPP. Effective October 1, 2012 invoicing through IPP will be mandatory for all new contract awards. Additional information regarding IPP may be found at the IPP website address <https://www.ipp.gov>. Contractor assistance with enrollment can be obtained by contacting the Bureau of the Public Debt's IPP Team at 304-480-8000, Option 7 or the IPP Help desk via e-mail at ippgroup@bos.frb.org or via phone at (866) 973-3131.

Electronic Invoicing and Payment Requirements

Vendor invoices submitted electronically through IPP should be in the proper format and contain the required information for payment processing. A "proper invoice" must meet the minimum standards specified in FAR 32.905(b) in order to be approved for payment. Under this contract, the following documents are required to be submitted as an attachment to the invoice:

Payment and Invoice Questions

For payment and invoice questions, contact the Accounting Services Division at (304) 480-8000 option 7 or via e-mail at AccountsPayable@bpd.treas.gov.

Waivers

If the Contractor is unable to utilize IPP for submitting payment requests starting on October 1, 2012 then a waiver form must be completed in advance and submitted via mail or e-mail for review and approval by the Contracting Officer (see Attachment 1). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats for submitting waivers electronically. The vendor will be notified in a reasonable number of days as to whether their waiver has been approved or rejected. If the waiver is granted, then a copy of the waiver must be submitted with each invoice that the vendor submits to the payment office.

(End of Clause)

4.0 CONTRACT CLAUSES

FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

(End of clause)

The following clauses are incorporated by reference:

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

| Number | Title | Date |
|---------------|---|-------------|
| 52.203-3 | GRATUITIES | APR 1984 |
| 52.203-17 | CONTRACTOR EMPLOYEE WHISLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | JUN 2020 |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER | MAY 2011 |
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE | OCT 2018 |
| 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE | AUG 2020 |
| 52.204-19 | INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS | DEC 2014 |
| 52.209-10 | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS | NOV 2015 |
| 52.212-4 | CONTRACT TERMS AND CONDITIONS— COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES | DEC 2022 |
| 52.219-10 | INCENTIVE SUBCONTRACTING PROGRAM | OCT 2014 |

| | | |
|-----------|---|----------|
| 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | JUN 2020 |
| 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | FEB 2013 |
| 52.232-23 | ASSIGNMENT OF CLAIMS | MAY 2014 |
| 52.232-39 | CLAUSE FOR UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS | JUN 2013 |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | DEC 2013 |
| 52.243-1 | CHANGES—FIXED PRICE WITH ALTERNATE I | AUG 1987 |

The following clauses are incorporated by full text:

FAR 52.212-5 - Contract Terms and Conditions Required to Implement Statutes or Executive Orders— Commercial Products and Commercial Services (Jun 2023)

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

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

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

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

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

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

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

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

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

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

 (5) [Reserved].

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

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

X (8) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

X (9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).

X (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

 (11) [Reserved].

 (12) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

X (13) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (14) [Reserved]

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

___ (ii) Alternate I (Mar 2020) of 52.219-6.

___ (16) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

___ (ii) Alternate I (Mar 2020) of 52.219-7.

X (17) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)).

X (18) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2022) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Nov 2016) of 52.219-9.

___ (iii) Alternate II (Nov 2016) of 52.219-9.

___ (iv) Alternate III (Jun 2020) of 52.219-9.

___ (v) Alternate IV (Sep 2021) of 52.219-9.

___ (19) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

___ (ii) Alternate I (Mar 2020) of 52.219-13.

___ (20) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 637s).

X (21) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (15 U.S.C. 657f).

X (23) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Mar 2023)(15 U.S.C. 632(a)(2)).

___ (ii) Alternate I (Mar 2020) of 52.219-28.

___ (24) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

___ (25) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

(26) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

 (27) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15U.S.C. 637(a)(17)).

X (28) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

 (29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).

X (30) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (31) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

 (ii) Alternate I (Feb 1999) of 52.222-26.

X (32) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

 (ii) Alternate I (Jul 2014) of 52.222-35.

X (33) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

 (ii) Alternate I (Jul 2014) of 52.222-36.

X (34) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

X (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (36) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

 (37) 52.222-54, Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

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

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

___ (39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

___ (40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

___ (41) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Oct 2015) of 52.223-13.

___ (42) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun2014) of 52.223-14.

___ (43) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

___ (44) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-16.

X (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

___ (46) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

___ (47) 52.223-21, Foams (Jun2016) (E.O. 13693).

___ (48) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

___ (ii) Alternate I (Jan 2017) of 52.224-3.

___ (49) (i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

___ (ii) Alternate I (Oct 2022) of 52.225-1.

___ (50) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I [Reserved].

___ (iii) Alternate II (Dec 2022) of 52.225-3.

___ (iv) Alternate III (Jan 2021) of 52.225-3.

___ (v) Alternate IV (Oct 2022) of 52.225-3.

___ (51) 52.225-5, Trade Agreements (Dec 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (52) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (53) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

___ (54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

X (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

___ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

___ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

___ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (63) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

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

___ (ii) Alternate I (Apr 2003) of 52.247-64.

___ (iii) Alternate II (Nov 2021) of 52.247-64.

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

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

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

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

(v) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

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

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

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

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

- (x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (xi) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xiii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xiv) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvii) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).
- (xviii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (xx) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (Jan 2017) of 52.224-3.
- (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
- (xxiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

FAR 52.216-18 Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 09/30/2023 through 09/29/2027.

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

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

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

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

FAR 52.216-19 Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$57,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$1,000,000;

(2) Any order for a combination of items in excess of \$1,000,000.

(3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

FAR 52.217-8 Option to Extend Service (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days of contract expiration.

(End of Clause)

FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 48 months or 4 years.

(End of clause)

DTAR 1052.210-70 Contractor Publicity (Apr 2015)

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the supplies or services furnished pursuant to the provisions of this contract in any news

release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such supplies or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under applicable law, including 31 U.S.C. 333, and this contract. Further, any violation of this clause may be considered as part of the evaluation of past performance.

(End of clause)

DTAR 52.212-4 Contract Terms and Conditions-Commercial Items. (DEVIATION 2016-00001) (Apr 2018)

As prescribed in 1012.301-70, when a commercial item contract is contemplated substitute, paragraphs, (s), and) for those in the basic FAR clause; and additionally, add subparagraph (e)(2) and paragraph (w) to the basic FAR clause.”

(e) Definitions.

(2) As used in this clause, "Commercial supplier agreements" means terms and conditions customarily offered to the public by vendors of supplies or services that meet the definition of commercial item set forth in FAR 2.101 and intended to create a binding legal obligation on the end user. Commercial supplier agreements (CSA) are particularly common in information technology acquisitions, including acquisitions of commercial computer software and commercial technical data, but they may apply to any supply or service. The term applies—

(i) Regardless of the format or style of the document. For example, a CSA may be styled as standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of an offer or quotation responding to a solicitation.

(ii) Regardless of the media or delivery mechanism used. For example, a CSA may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

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

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements-Unenforceable Clauses paragraphs of this clause,

(3) The clause at 52.212-5.

(4) Solicitation provisions if this is a solicitation.

(5) Other paragraphs of this clause.

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

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any CSA, that includes any language, provision, or clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the CSA. If the CSA is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the CSA. (2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(w) Commercial supplier agreements -unenforceable clauses. When any supply or service acquired under this contract is subject to a CSA, the following language shall be deemed incorporated into the CSA. As used herein, "this agreement" means the CSA:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the Government, the following shall apply:

(i) Applicability. This agreement is a part of a contract between the commercial supplier and the Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders under FAR 12).

(ii) End user. This agreement shall bind the Government as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in their personal capacity.

(iii) Law and disputes. This agreement is governed by Federal law.

(A) Any language purporting to subject the Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) Continued performance. If the supplier or licensor believes the Government to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute w continuing performance as set forth in paragraph (d) of this clause.

(v) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, (A) binding arbitration shall not be used unless specifically authorized by agency guidance, and (B) equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) Additional terms.

(A) This agreement may unilaterally incorporate additional terms by reference. Terms may be included by reference using electronic means (e.g., via web links, click and accept, etc.). Such terms shall be enforceable only to the extent that:

(1) When included by reference using electronic means, the terms are readily available at referenced locations; and

(2) Terms do not materially change government obligations; and

(3) Terms do not increase government prices; and

(4) Terms do not decrease overall level of service; and

(5) Terms do not limit any other Government rights addressed elsewhere in this contract.

(B) The order of precedence clause of this contract notwithstanding, any software license terms unilaterally revised subsequent to award that is inconsistent with any material term or provision of this contract is not enforceable against the Government.

(vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express Government approval.

(viii) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C.516.

(ix) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the Government. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) This charge, if disputed by the Government, will be resolved through paragraph (d) of this clause; no payment obligation shall arise on the part of the Government until the conclusion of the dispute process.

(C) Any audit requested by the commercial supplier or licensor will be performed at the commercial supplier's or licensor's expense, without reimbursement by the Government and must be performed within the parameters of the Government's security procedures.

(D) The Contractor must notify the Contracting Officer of any audit request.

(x) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the underlying contract.

(xi) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under paragraph (b) of this clause.

(xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will come to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1) of this clause, the language, provisions, or clause of paragraph (w)(1) of this clause shall prevail to the extent of such inconsistency.

(End of clause)

DTAR 1052.222-70 Minority and Women Inclusion (Jan 2016)

(a) Contractor confirms its commitment to equal opportunity in employment and contracting. To implement this commitment, the Contractor shall ensure, to the maximum extent possible consistent with applicable law, the fair inclusion of minorities and women in its workforce. The Contractor shall insert the substance of this clause in all subcontracts awarded under this contract whose dollar value exceeds \$150,000. Within ten business days of a written request from the Contracting Officer, or such longer time as the Contracting Officer determines, and without any additional consideration required from the Agency, the Contractor shall provide documentation, satisfactory to the Agency, of the actions it (and as applicable, its subcontractors) has undertaken to demonstrate its good faith effort to comply with the aforementioned provisions. For purposes of this contract, “good faith effort” may include actions by the Contractor intended to identify and, if present, remove barriers to minority and women employment or expansion of employment opportunities for minorities and women within its workforce. Efforts to remove such barriers may include, but are not limited to, recruiting minorities and women, providing job-related training, or other activity that could lead to those results.

(b) The documentation requested by the Contracting Officer to demonstrate “good faith effort” may include, but is not limited to, one or more of the following—

(1) The total number of Contractor's employees, and the number of minority and women employees, by race, ethnicity, and gender (*e.g.*, an EEO-1);

(2) A list of subcontract awards under the contract that includes: Dollar amount, date of award, and subcontractor's race, ethnicity, and/or gender ownership status;

(3) Information similar to that required in paragraph (b)(1) of this clause, with respect to each subcontractor; and/or

(4) The Contractor's plan to ensure that minorities and women have appropriate opportunities to enter and advance within its workforce, including outreach efforts.

(c) Consistent with Section 342(c)(3) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203) (Dodd-Frank Act), a failure to demonstrate to the Director of the Agency's Office of Minority and Women Inclusion such good faith efforts to include minorities and women in the Contractor's workforce (and as applicable, the workforce of its subcontractors), may result in termination of the contract for default, other contractual remedies, or referral to the Office of Federal Contract Compliance Programs (OFCCP). Compliance with this clause does not, however, necessarily satisfy the requirements of Executive Order 11246, as

amended, nor does it preclude OFCCP compliance evaluations and/or enforcement actions undertaken pursuant to that Executive Order.

(d) For purposes of this clause, the terms “minority,” “minority-owned business,” and “women-owned business” shall have the meanings set forth in Section 342(g) of the Dodd-Frank Act.

(End of Clause)

DTAR 1052.224-70 Contract Publication (Oct 2018)

(a) The Department of the Treasury (Treasury) may, at its sole discretion, publish this contract or portions thereof, including orders issued under the contract when deemed in the best interest of the Government.

(b) To afford the Contractor an opportunity to review and propose redactions for any information contained in the Treasury contract that may be subject to a FOIA exemption, the Contractor may submit, within ten business (10) days from the date of award of this contract or any order issued under the contract—

(1) A pdf file of the fully executed contract or order that is suitable for publication and which includes all Contractor proposed redactions (e.g., trade secrets or any commercial or financial information that the Contractor believes to be privileged or confidential business information) and.

(2) A written statement identifying the portions of each proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), [5 U.S.C. 552](#), and, in the case of FOIA Exemption 4, [5 U.S.C. 552\(b\)\(4\)](#), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential.

(c) Treasury will consider the Contractor’s proposed redactions and associated grounds for nondisclosure prior to making a determination as to what information may be properly withheld for purposes of publication of this contract or portions thereof.

(d) The Contractor may submit a request to the CO for additional time to complete the action prescribed by paragraph (b) of this clause. The lack of action by the Contractor will be deemed by the Government as there being no information in the Treasury contract subject to a FOIA exemption.

(e) Information provided by the Contractor in response to this clause may itself be subject to disclosure under the FOIA.

(End of clause)

DTAR 1052.232-39 Unenforceability of Unauthorized Obligations. (Jan 2016)

(a) *Definition.* As used in this clause "Commercial supplier agreements" means terms and conditions customarily offered to the public by vendors of supplies or services that meet the

definition of commercial item set forth in FAR 2.101 and intended to create a binding legal obligation on the end user. Commercial supplier agreements (CSA) are particularly common in information technology acquisitions, including acquisitions of commercial computer software and commercial technical data, but they may apply to any supply or service. The term applies

(1) Regardless of the format or style of the document. For example, a CSA may be styled as standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of an offer or quotation responding to a solicitation.

(2) Regardless of the media or delivery mechanism used. For example, a CSA may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

(b) Except as stated in paragraph (c) of this clause, when any supply or service acquired under this contract is subject to any CSA, that includes any language, provision, or clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such language, provision, or clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the CSA. If the CSA is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such language, provision, or clause is deemed to be stricken from the CSA.

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

(End of clause)

DTAR 1052.232-70 Commercial Supplier Agreements-Unenforceable Clauses. (Jan 2016)

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

"Commercial supplier agreements" means terms and conditions customarily offered to the public by vendors of supplies or services that meet the definition of commercial item set forth in FAR 2.101 and intended to create a binding legal obligation on the end user. Commercial supplier agreements (CSA) are particularly common in information technology acquisitions,

including acquisitions of commercial computer software and commercial technical data, but they may apply to any supply or service. The term applies

(1) Regardless of the format or style of the document. For example, a CSA may be styled as standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of an offer or quotation responding to a solicitation;

(2) Regardless of the media or delivery mechanism used. For example, a CSA may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

(b) When any supply or service acquired under this contract is subject to a commercial supplier agreement, the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the Government, the following shall apply:

(i) *Applicability*. This agreement is part of a contract between the commercial supplier and the Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders under FAR 12).

(ii) *End user*. This agreement shall bind the Government as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in their personal capacity.

(iii) *Law and disputes*. This agreement is governed by Federal law.

(A) Any language purporting to subject the Government to the laws of a U.S. state, U.S. territory, district, or municipality, or foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance*. If the supplier or licensor believes the Government to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute continuing performance as set forth in the clause at FAR 52.233-1, Disputes.

(v) *Arbitration; equitable or injunctive relief*. In the event of a claim or dispute arising under or relating to this agreement, (A) binding arbitration shall not be used unless specifically authorized

by agency guidance, and (B) equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) *Additional terms.*

(A) This agreement may unilaterally incorporate additional terms by reference. Terms may be included by reference using electronic means (e.g., via web links, click and accept, etc.). Such terms shall be enforceable only to the extent that:

(1) When included by reference using electronic means, the terms are readily available at referenced locations; and

(2) Terms do not materially change government obligations; and

(3) Terms do not increase government prices; and

(4) Terms do not decrease overall level of service; and

(5) Terms do not limit any other Government right addressed elsewhere in this contract.

(B) The order of precedence clause of this contract notwithstanding, any software license terms unilaterally revised subsequent to award that is inconsistent with any material term or provision of this contract is not enforceable against the Government.

(vii) *No automatic renewals.* If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express Government approval.

(viii) *Indemnification.* Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) *Audits.* Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the Government. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) This charge, if disputed by the Government, will be resolved through the clause at FAR 52.233-1, Disputes; no payment obligation shall arise on part of the Government until the conclusion of the dispute process.

(C) Any audit requested by the commercial supplier or licensor will be performed at the commercial supplier's or licensor's expense, without reimbursement by the Government.

(x) *Taxes or surcharges.* Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying contract and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the underlying contract.

(xi) *Non-assignment.* This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under the clause at FAR 52.232-23, Assignment of Claims.

(xii) *Confidential information.* If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the price list shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information shall continue to be subject to the confidentiality obligations of this agreement.

(2) If any provision of this agreement conflicts or is inconsistent with the preceding subparagraph (b)(1) of this clause, the provisions of subparagraph (b)(1) of this clause shall prevail to the extent of such inconsistency.

(End of clause)

IR 1052.239-9000 Section 508 Information, Documentation and Support (Dec 2019)

In accordance with 36 CFR, Appendix C to Part 1194, the information and communication technology (ICT) (ICT) products and product support services documentation furnished in performance of this contract shall be provided at no additional cost. The contractor shall provide information, documentation, and support relative to the supplies and services as described in the statement of work, performance work statement or statement of objectives (select one). The following technical standards and provisions have been determined to be applicable to this contract:

X Chapter 6: Support Documentation and Services

X 601 General

X 601.1

X 602 Support Documentation

X 602.1 X 602.2 X 602.3 X 602.4

X 603 Support Services

X 603.1 X 603.2 X 603.3

(End of clause)

IR1052.239-9001 Section 508 Conformance (Nov 2020)

Each information and communication technology (ICT) product and/or product related service delivered under the terms of this contract, at a minimum, shall conform to the applicable accessibility standards at 36 CFR, Appendix C to Part 1194 at the level of conformance as specified in the Attachment entitled, “(Please state where attachment may be found and name of attachment for example, Section J., Voluntary Product Accessibility Template (VPAT) or Section J., Evaluation Matrix).”

The following technical standards have been determined to be applicable to this contract:

___ Chapter 4: Hardware

___ 401 General
___ 401.1

___ 402 Closed Functionality

___ 402.1 ___ 402.2(1-6) ___ 402.3 ___ 402.4 ___ 402.5

___ 403 Biometrics

___ 403.1

___ 404 Preservation of Information Provided for Accessibility

___ 404.1

___ 405 Privacy
___ 405.1

___ 406 Standard Connections

___ 406.1

___ 407 Operable Parts

___ 407.1 ___ 407.2 ___ 407.3 ___ 407.4 ___ 407.5 ___ 407.6 ___ 407.7 ___ 407.8

___ 408 Display Screens

___ 408.1 ___ 408.2 ___ 408.3

___ 409 Status Indicators

___ 409.1

___ 410 Color Coding

___ 410.1

___ 411 Audible Signals

___ 411.1

___ 412 ICT with Two-Way Communication

___ 412.1 ___ 412.2 ___ 412.3 ___ 412.4 ___ 412.5 ___ 412.6 ___ 412.7 ___ 412.8

___ 413 Closed Caption Processing Technologies

___ 413.1

___ 414 Audio Description Processing Technologies

___ 414.1

___ 415 User Controls for Captions and Audio Descriptions

___ 415.1

X Chapter 5: Software

X 501 General

X 501.1

X 502 Interoperability with Assistive Technology

X 502.1 X 502.2 X 502.3 X 502.4(A-G)

X 503 Applications

X 503.1 X 503.2 X 503.3 X 503.4

X 504 Authoring Tools

X 504.1 X 504.2 X 504.3 X 504.4

X Chapter 7: Referenced Standards

X 701 General

X 701.1

X 702 Incorporation by Reference

X 702.1 ___ 702.2 X 702.3 X 702.4 ___ 702.5 ___ 702.6 ___ 702.7 ___ 702.8 ___ 702.9

X 702.10

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the ICT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

The following functional performance criteria (36 CFR Chapter 3) apply to this contract.

X Chapter 3: Functional Performance Criteria

X 301 General

X 301.1

X 302 Functional Performance Criteria

X 302.1 X 302.2 X 302.3 X 302.4 X 302.5 X 302.6 X 302.7 X 302.8 X 302.9

(End of clause)

IR1052.239.9002 Section 508 Services (JUN 2022)

All contracts, solicitations, purchase orders, delivery orders and interagency agreements that contain a requirement of services which will result in the delivery of a new or updated information and communication technology (ICT) item/product must conform to the applicable provisions of the appropriate technical standards in 36 CFR, Appendix C to Part 1194, and functional performance criteria in 36 CFR Chapter 3, unless an agency exception to this requirement exists at FAR 39.204 Exceptions.

The following technical standards and provisions have been determined to be applicable to this contract:

___ Chapter 4: Hardware

___ 401 General

___ 401.1

___ 402 Closed Functionality

___ 402.1 ___ 402.2(1-6) ___ 402.3 ___ 402.4 ___ 402.5

___ 403 Biometrics

- ☐ 403.1
 - ☐ 404 Preservation of Information Provided for Accessibility
 - ☐ 404.1
 - ☐ 405 Privacy
 - ☐ 405.1
- ☐ 406 Standard Connections
 - ☐ 406.1
- ☐ 407 Operable Parts
- ☐ 407.1 ☐ 407.2 ☐ 407.3 ☐ 407.4 ☐ 407.5 ☐ 407.6 ☐ 407.7 ☐ 407.8
- ☐ 408 Display Screens
 - ☐ 408.1 ☐ 408.2 ☐ 408.3
- ☐ 409 Status Indicators
 - ☐ 409.1
- ☐ 410 Color Coding
 - ☐ 410.1
- ☐ 411 Audible Signals
 - ☐ 411.1
- ☐ 412 ICT with Two-Way Communication
- ☐ 412.1 ☐ 412.2 ☐ 412.3 ☐ 412.4 ☐ 412.5 ☐ 412.6 ☐ 412.7 ☐ 412.8
- ☐ 413 Closed Caption Processing Technologies
 - ☐ 413.1
- ☐ 414 Audio Description Processing Technologies
 - ☐ 414.1
- ☐ 415 User Controls for Captions and Audio Descriptions
 - ☐ 415.1

X Chapter 5: Software

- X 501 General
 - X 501.1

X 502 Interoperability with Assistive Technology

X 502.1 X 502.2 X 502.3 X 502.4(A-G)

X 503 Applications

X 503.1 X 503.2 X 503.3 X 503.4

X 504 Authoring Tools

X 504.1 X 504.2 X 504.3 X 504.4

X Chapter 7: Referenced Standards

X 701 General

X 701.1

X 702 Incorporation by Reference

X 702.1 702.2 X 702.3 X 702.4 702.5 702.6 702.7 702.8 702.9

X 702.10

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the ICT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

The following functional performance criteria (36 CFR Chapter 3) apply to this contract.

X Chapter 3: Functional Performance Criteria

X 301 General

X 301.1

X 302 Functional Performance Criteria

X 302.1 X 302.2 X 302.3 X 302.4 X 302.5 X 302.6 X 302.7 X 302.8 X 302.9

(End of clause)

IR 1052.242-9000 - Post Award Evaluation of Contractor Performance (Jun 2020)

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15. The Assessing Official (e.g., Contracting Officer) will prepare a final performance evaluation at the time the work on the contract is completed. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract. (**If evaluations are conducted annually, modify the above sentence appropriately.)

The past performance evaluation process is a paperless process using the Contractor Performance Assessment Reporting System (CPARS). CPARS is a web-based system that allows for

electronic processing of the performance evaluation report. The completed evaluation was previously available in the Past Performance Information Retrieval System (PPIRS), but since the General Services Administration officially retired PPIRS and merged it with CPARS, it created “a single system” that “provides one location and one account to perform functions such as creating and editing performance and integrity records, changes to administering users, running reports, generating performance records, and viewing/managing performance records.

Once the Contractor is registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <https://www.cpars.gov/> The CPARS User Manual, registration for Online Training for Contractors, and a practice application may be found at this site as well.

Interim and final evaluations will be provided to the Contractor for their review and comment as soon as practicable after completion of the evaluation. Evaluations of contractor past performance will be posted to the relevant past performance database no more than 14 days after the information is provided to the contractor. On day 15, whether the contractor has responded or not, the evaluation automatically posts to PPIRS. If the Contractor elects not to provide comments, they should acknowledge receipt of the evaluation by indicating "No comment" and then sign and date the form. If the Contractor does not sign and submit the form within 14 days, it will automatically be returned to the Government.

Contractors who disagree with a government evaluation can request to meet with the Contracting Officer to discuss their scores and provide feedback or justification for their performance. No requirement exists for the government to meet with the contractor; however, if a contractor requests a meeting, the government may accept the request.

Any such meeting does not alter the requirement that an evaluation be posted to PPIRS within 14 days.

Several avenues still exist for the contractor to influence the review. First, the contractor may submit a comment after the 14-day period expires and the review has been posted to PPIRS. The contractor's late comments must be posted to PPIRS; however, the government's original report will still be available to all source selection officials.

Although authorized, an agency is not required to modify its evaluation based upon a contractor's comments. Second, the contractor may appeal its review one level above the Contracting Officer to the Reviewing Official. Again, the appeal does not stop the 14- day reporting period and the original evaluation will be posted on PPIRS.

The following guidelines apply concerning the Contractor's use of the past performance evaluation:

- Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason the Contractor is

unable to view and/or submit the form through CPARS, contact the Contracting Officer for further instructions.

- Strictly control access to the evaluation within the Contractor's organization. Ensure the evaluation is never released to persons or entities outside of the Contractor's control.
- Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.
- A copy of the completed past performance evaluation will be available in CPARS for the Contractor's review and for Government use supporting source selection actions after it has been finalized.

(End of clause)

Order Administration

In no event shall any understanding or agreement, order modification, change order, or other matter in deviation from the terms of this order between the Contractor and a person other than the Contracting Officer be effective or binding upon the Government.

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this order and, notwithstanding any provisions contained elsewhere in this order, the said authority remains solely with the Contracting Officer.

In the event the Contractor makes any changes at the discretion of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the order price to cover any increase in the costs incurred as a result thereof.

(End of Clause)

SECTION III - SOLICITATION PROVISIONS AND REPRESENTATIONS AND INSTRUCTIONS TO OFFEROR

On Demand Executive Coaching with Assessments & Leadership Development Resources

1.0 REPRESENTATIONS AND CERTIFICATIONS

FAR 52.252-1 - Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The vendor is cautioned that the listed provisions may include blocks that must be completed by the vendor and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the vendor may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address (es): <http://farsite.hill.af.mil>

(End of Provision)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

| Number | Title | Date |
|---------------|--|-------------|
| 52.203-18 | PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS – REPRESENTATION | JAN 2017 |
| 52.203-19 | PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS | JAN 2017 |
| 52.204-7 | SYSTEM FOR AWARD MANAGEMENT | OCT 2018 |
| 52.204-16 | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING | AUG 2020 |
| 52.204-17 | OWNERSHIP OR CONTROL OF OFFEROR | AUG 2020 |
| 52.204-22 | ALTERNATIVE LINE ITEM PROPOSAL | JAN 2017 |
| 52.217-5 | EVALUATION OF OPTIONS | JUL 1990 |

| | | |
|-----------|---|----------|
| 52.229-11 | TAX ON CERTAIN FOREIGN PROCUREMENTS — NOTICE AND REPRESENTATION | JUN 2020 |
| | | |

FAR 52.203-2 – Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision [redacted] *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

FAR 52.204-5 - Women-Owned Business (Other Than Small Business) (Oct 2014)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (c)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it [] is a women-owned business concern.

(End of provision)

FAR 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 or 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) Representation. The Offeror represents that—

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

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

FAR 52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services (Dec 2022)

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

(a) Definitions. As used in this provision—

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

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

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

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

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided

to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

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

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

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

Sensitive technology—

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

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

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

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

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

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

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

Small business concern—

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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

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

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

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

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

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate,

complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Representations required to implement provisions of Executive Order 11246- (1) Previous contracts and compliance. The offeror represents that—

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. _____

[List as necessary]

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

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

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

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

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

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

| Line Item No. | Country of Origin |
|---------------|-------------------|
| | |
| | |
| | |
| | |

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

Line Item No. _____

[List as necessary]

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

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

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

Israeli End Products:

| Line Item No. |
|---------------|
| |
| |
| |
| |

[List as necessary]

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

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

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

| Line Item No. | Country of Origin |
|---------------|-------------------|
| | |
| | |
| | |
| | |

[List as necessary]

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

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

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

Other End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| | |
| | |
| | |
| | |

[List as necessary]

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

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

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

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

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

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

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

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

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

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

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if

the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) Listed end products.

| Listed End Product | Listed Countries of Origin |
|--------------------|----------------------------|
| | |
| | |
| | |
| | |

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

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

(2) Representation. The Offeror represents that–

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

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

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran. (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

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

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

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

(2) The Offeror represents that–

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

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

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

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

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

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

Predecessor legal name: _____.

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

(s) [Reserved].

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

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

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

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

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

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

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

to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

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

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

(2) The Offeror represents that–

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

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

(End of Provision)

FAR 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of an Indefinite Delivery Indefinite Delivery Indefinite Quantity (IDIQ) contract award with Firm Fixed Priced Task Orders resulting from this solicitation.

(End of provision)

FAR 52.233-2 Service of Protest (Sep 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from 5000 Ellin Rd., Lanham, MD 20706.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

DTAR 1052.209-70 Notice and Consent to Disclose and Use of Taxpayer Return Information (Nov 2017)

(a) Definitions. As used in this provision—

Authorized representative(s) of the offeror means the person(s) identified to the Internal Revenue Service (IRS) within the consent to disclose by the offeror as authorized to represent the offeror in disclosure matters pertaining to the offer.

Delinquent Federal tax liability means 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.

Tax check means an IRS process that accesses and uses taxpayer return information to support the Government's determination of an offeror's eligibility to receive an award, including but not limited to implementation of the statutory prohibition of making an award to corporations that have an unpaid Federal tax liability (see FAR 9.104-5(b)).

(b) Notice. Pursuant to 26 U.S.C. 6103(a) taxpayer return information, with few exceptions, is confidential. Under the authority of 26 U.S.C. 6103(h)(1), officers and employees of the Department of the Treasury, including the IRS, may have access to taxpayer return information as necessary for purposes of tax administration. The Department of the Treasury has determined that an IRS contractor's compliance with the tax laws is a tax administration matter and that the access to and use of taxpayer return information is needed for determining an offeror's eligibility to receive an award, including but not limited to implementation of the statutory prohibition of making an award to corporations that have an unpaid Federal tax liability (see FAR 9.104-5).

(1) The performance of a tax check is one means that will be used for determining an offeror's eligibility to receive an award in response to this solicitation (see FAR 9.104). As a result, the offeror may want to take steps to confirm it does not have a delinquent Federal tax liability prior to submission of its response to this solicitation. If the offeror recently settled a delinquent Federal tax liability, the offeror may want to take steps to obtain information in order to demonstrate the offeror's responsibility to the contracting officer (see FAR 9.104-5).

(c) The offeror shall execute the consent to disclosure provided in paragraph (d) of this provision and include it with the submission of its offer. The consent to disclosure shall be signed by an authorized person as required and defined in 26 U.S.C. 6103(c) and 26 CFR 301.6103(c)-1(e)(4).

(d) Consent to disclosure. I hereby consent to the disclosure of taxpayer return information (as defined in 26 U.S.C. 6103(b)(2)) as follows:

The Department of the Treasury, Internal Revenue Service, may disclose the results of the tax check conducted in connection with the offeror's response to this solicitation, including taxpayer return information as necessary to resolve any matters pertaining to the results of the tax check, to the authorized representatives of [insert OFFEROR NAME] on this offer.

I am aware that in the absence of this authorization, the taxpayer return information of [insert OFFEROR NAME] is confidential and may not be disclosed, which subsequently may remove the offer from eligibility to receive an award under this solicitation.

I consent to disclosure of taxpayer return information to the following person(s):

I am aware that in the absence of this authorization, the taxpayer return information of [insert OFFEROR NAME] is confidential and may not be disclosed, which subsequently may remove the offer from eligibility to receive an award under this solicitation.

I consent to disclosure of taxpayer return information to the following person(s):

[insert PERSON(S) NAME AND CONTACT INFORMATION]:

I certify that I have the authority to execute this consent on behalf of [insert OFFEROR NAME].

Offeror Name: _____

Offeror Taxpayer Identification Number: _____

Offeror Address: _____

Name of Individual Executing Consent: _____

Title of Individual Executing Consent: _____

Signature: _____

Date: _____

(End of provision)

IR 1052.215-9002 Expense Related to Proposal Submissions (May 2018)

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or design for the preparation thereof or to acquire or contract for any services.

(End of provision)

IR 1052.215-9003 Discussions and Correspondence (Nov 2020)

All communications concerning the solicitation, including any of a technical nature, must be made through the CO.

Correspondence, including written questions, shall be directed to the address shown in Block 8 of the Standard Form 33 and marked for the attention of the individual whose name appears in Block 10A of that form. All verbal communications shall also be directed to that individual.

Questions concerning any technical aspect of the solicitation must be in writing. In order to ensure a timely response, questions shall be received by the Contracting Officer at least **7** days before the due date for receipt of proposals. After this date, the Government will make every effort, but cannot guarantee that questions submitted will be answered before the RFP closing date.

(End of provision)

2.0 INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

2.1 Communications

The Government intends to issue a single Indefinite Delivery Indefinite Quantity (IDIQ) from this Request for Proposal (RFP). All communications and questions concerning the RFP, including any of a technical nature, shall be made through the Contracts Specialist, Aaron C. Hill (Aaron.C.Hill@irs.gov) and the Contracting Officer, Angela C. Gallo (Angela.C.Gallo@irs.gov).

2.1.1 Questions & Answers

Questions regarding this RFP must be submitted via email to Aaron C. Hill (Aaron.C.Hill@irs.gov). Questions must be submitted not later than **2:00PM (EDT) MONDAY, August 15, 2023**. Responses to questions submitted, if/as appropriate, will be responded to via an amendment to the RFP only, which will be distributed via email. Any received after that date and time may not be answered. All inquiries shall state in the subject line [requirement + RFP No.].

The Government may not respond to questions/inquiries received after the deadline stated above. Questions/inquiries will not be accepted, nor answered via telephone. No other channel of communication between the Offeror and an officer, employee, or agent of the Government regarding this RFP is permitted, and no information gained from any such communication may be considered in any way binding or limiting on the Government.

2.1.2 Proposal Submission Date and Time

Phase 1 Demonstration of existing Commercial Off the Shelf (COTS) On Demand Coaching Platform Resource shall be provided or scheduled for demonstration on or before **4:00 PM Eastern Daylight Savings Time (EDT) THURSDAY, August 10, 2023**.

Phase 2 Proposals shall be submitted electronically by **2:00 PM EDT on or before THURSDAY, August 31, 2023** to the Contracts Specialist, Aaron C. Hill (Aaron.C.Hill@irs.gov) and the Contracting Officer, Angela C. Gallo (Angela.C.Gallo@irs.gov).

2.1.3 Page Size and Format

The proposals shall be prepared using the following format:

- Use 8.5"x11" size paper, single spaced;
- Use 1" margins all around;
- Text shall be no smaller than 12-point font;

- Font style and size for illustrations, drawings, and tables are at the Offeror's discretion, but all labels and markings must be easily readable. Color may be used at the discretion of the Offeror.

Every page, except for the Title Page, shall contain a page number. Blank pages will contain the marking "Page Intentionally Left Blank." Every page will contain the Offeror's name and the RFP number. It is the Offeror's responsibility to ensure data considered sensitive is marked as such. These markings may appear only in the margins. The Offeror shall include the point of contact (name, telephone number, e-mail address, and fax number) that can assist the CO with questions/problems associated with the Offeror's quote submission.

*Submissions shall be via email in MS Word, MS Excel, and/or .pdf format.

2.2 RFP Response Package

Phase 1: Demonstration of fully developed COTS On Demand Coaching Platform Resource. The Offerors will provide a demonstration of their COTS On Demand Coaching Platform and will have the opportunity to voluntarily withdraw from Phase 2 participation if they are not able to achieve a high confidence rating.

Phase 2: Full Proposal Submission

The RFP response package shall be organized as follows:

- Volume I – Cover Letter
- Volume II – Technical Approach
- Volume III - Management Approach
- Volume IV – Past Performance
- Volume V – Cost/Price

2.3 Phase 1: Demonstration of existing COTS On Demand Coaching Platform

2.3.1 Cover Letter

The Cover Letter shall include the following introductory information,

- (1) RFP Number 2032H323R00065
- (2) Name and address of Offeror
- (3) Name and telephone number of point-of-contact
- (4) Commercial and Government Entity (CAGE) number
- (5) DUNS Number
- (6) Taxpayer Identification Number (TIN)
- (7) SAM Unique Entity Identifier (UEI)
- (8) Date of submission

- (9) Name, title and signature of authorized representative

2.3.2 Demonstration of COTS On Demand Coaching Platform requirements:

During Phase 1, the Offeror shall demonstrate an existing and fully functioning COTS On Demand Coaching Platform. This will be conducted virtually in a live action demonstration (not via screen shots) in a 30-minute presentation between each Offeror and the Government Team. During this demonstration, the Offeror will provide a live presentation of their website exhibiting the capabilities of their On Demand Coaching Platform via a zoom meeting or teleconference alternative.

Scheduling for the demonstration must be completed on or before the 7th business day after the RFP is posted. Scheduling shall occur by sending an email to Contract Specialist Aaron C. Hill (Aaron.C.Hill@irs.gov) and Angela Gallo (Angela.C.Gallo@irs.gov) with your availability during the hours of 10:00 AM – 4:00 PM Monday through Friday.

The existing and fully developed Commercial off the Shelf (COTS) On Demand Coaching Platform will be evaluated on the following five (5) criteria:

1. Does the Offeror's demonstration display an existing on demand coaching platform with the ability to search through a coaching database and view bios of coaches and credentialing? Does the platform offer ease in user interface, easy access to login, and a user-friendly web page?
2. Does it provide real-time access to data, including coaching/client activity (sessions, hours, client, organization), assessments as outlined in the SOW?
3. Does it provide seamless scheduling of a coaching session and the ability to attach to Outlook Calendar?
4. Does it provide demonstration of PC access (optional mobile access), individual logins, and 508 compliance?
5. Is the website a one-stop-shop for all site resources and does it provide access to 24/7 on demand content and tools?

This will be a voluntary down-select procedure. **Failure to participate in Phase 1 precludes further consideration of an Offeror.** If an Offeror receives an unfavorable advisory recommendation, the Offeror will have the ability to voluntarily withdraw from participation of Phase 2, thus saving the costs of creating a proposal package that would likely not result in award.

2.4 Phase 2: Full Proposal Submission

2.4.1 Volume I: Cover Letter

Order and number Volume I as follows:

- (1) RFP Number 2032H323R00065
- (2) Name and address of Offeror
- (3) Name and telephone number of point-of-contact
- (4) Statement the Quote is valid through 60 calendar days after RFP closing date
- (5) Commercial and Government Entity (CAGE) number
- (6) DUNS Number
- (7) SAM Unique Entity Identifier (UEI)
- (8) Taxpayer Identification Number (TIN)
- (9) Total Evaluated Price (TEP) Amount (Base + Options)
- (10) Date of submission
- (11) Name, title and signature of authorized representative
- (12) The Offeror should note if annual representations and certifications have been completed electronically in the System for Award Management (SAM).
- (13) Signed copy of RFP 2032H323R00065, Page 1 SF1449
- (14) Signed copies of any Amendments, Page 1 SF30 (if applicable)

NOTE: Should the RFP include a Contractor Teaming Arrangement (CTA), Items 1 – 15 shall be submitted for both teaming partners. If the RFP includes a subcontractor, the Offeror shall submit a copy of the subcontracting plan.

The Cover Letter may include marketing style information about the Offeror's business products and services; however, this section will not be reviewed as part of the technical, past performance, or cost/price evaluation.

Volume I shall also include a clear and concise statement on whether (or not) the Offeror has determined there are any exceptions, issues, and/or assumptions regarding the RFP and the term and its conditions.

2.4.2 Volume II: Technical Approach

Order and number Volume II as follows:

1. Table of Contents
2. Glossary of Abbreviations and Acronyms
3. Technical Approach

The Offeror shall demonstrate clear understanding of the requirements detailed in the SOW including applicable laws and regulations related to the requirements. The Offeror shall detail the capability of the online subscription services with online access to the digital libraries via the website platform to accomplish requirements in SOW Section 3. The proposal shall include a description **how** the Offeror's proposal will accomplish all of the technical requirements listed in the SOW.

2.4.3 Volume III: Management Approach

Order and number Volume III as follows:

1. Table of Contents
2. Glossary of Abbreviations and Acronyms
3. Management Approach
4. Subcontracting Plan

The Offeror shall plan, schedule, initiate, administer, and monitor each task to meet requirements, as well as manage the delivery requirements in SOW Section 4. The proposal shall describe **how** the Offeror plans to manage all tasks described in the SOW.

The Offeror shall provide a proposed subcontracting plan compliant with FAR Clause 52.219-9 demonstrating how small businesses, including small, disadvantaged businesses, women owned small businesses, veteran owned small businesses, service-disabled veteran owned small businesses, and HUBZone small businesses, will play an active role throughout the life of this contract. The plan shall include a list of the legal name, applicable socio-economic categories, corporate address, SOW related specialties, and geographic service area(s) of all proposed subcontractors at any tier and outline the teaming and subcontracting arrangements proposed for performance of work contained in the solicitation. small businesses are not required to submit a detailed 52.219-9 subcontracting plan but are still required to state how much work will be subcontracted to large and small businesses.

2.4.4 Volume IV Past Performance

The Offeror shall provide information on a minimum of one (1) project performed within the last five (5) years that are similar to this effort in terms of type, scope, complexity and size. The Offeror shall describe their current and past performance per project, identifying the organization in which they have performed similar tasks including the degree of their involvement (prime or subcontractor), and describe their expertise including those projects entered into with the Federal Government, agencies of state and local governments and commercial customers.

The Offeror shall use the Past Performance Reference Form (see Attachment 2 Past Performance Reference Form) to provide the required information. The Government reserves the right to contact the references provided or any other available resource to obtain the information.

All Offerors are responsible for ensuring that Point of Contact's (POC) and Alternate Point of Contact's (APOC) are reachable, and that all information listed above is current and valid. The Government reserves the right to contact any reference or use any other relative past performance information deemed appropriate by the Contracting Officer.

2.4.5 Volume V – Complete RFP and Price

2.4.5.1 *Completed Copy and Signed RFP (and any Amendments)*

One complete copy of the RFP, and/or amendments (NOTE: Offerors shall complete all required fill-ins as required.)

Offerors must submit all included “fill-in” Provisions/Clause listed below. Providing a proposal without filling in the Provisions/Clauses may result in the offeror receiving an overall evaluated score of “Non-Responsive”. Proposals that fail to furnish required representations or information or reject the terms and conditions of the solicitation may be excluded from consideration.

These will not be part of your page count.

- FAR 52.203-2 – Certificate of Independent Price Determination (Apr 1985)
- 52.204-5 – Women-Owned Business (Other Than Small Business) (Oct 2014)
- FAR 52.204-24 - Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)
- FAR 52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services (Dec 2022)
- DTAR 1052.209-70 - Notice and Consent to Disclose and Use of Taxpayer Return Information (Nov 2017)

2.4.5.2 *Pricing*

For evaluation purposes, only pricing provided on Attachment 3: Price Submission Sheet will be evaluated for award decision. Offerors shall input rates per unit monthly price established for the on-demand coaching services, to calculate a yearly total price for the base and 3 option periods and the possibility of an additional 6 months after option period 3, as well as any discounts offered. The corresponding rates will automatically fill in the remaining excel sheets and calculate a “Total Proposed Price”. Offerors shall not alter the format, content, or formulas on the Excel spreadsheet.

2.6 Page Limits Matrix

| Table 3.4 | | |
|------------------------|--------------------------------|--|
| Proposal Volume | Volume Title | Page Limit |
| I | Cover Letter | 2 pages for Cover Letter |
| II | Technical Approach Volume | 5 Pages |
| III | Management Approach Volume | 3 pages |
| IV | Past Performance Volume | Past Performance Reference Attachments (3 pages) |
| V | Completed RFP and Price Volume | No page limit |

2.6.1 Page Limitations

Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation or award decision of the proposal. Each page shall be counted except introductory letter(s), cover pages, table of contents, list of tables or drawings, tabs, and glossaries, unless otherwise noted in this provision.

3.0 EVALUATION FACTORS FOR AWARD

3.1. Basis for Award

This section describes the process the Government will use in evaluating the Offerors' capabilities and proposals for providing a COTS platform for On Demand Coaching Services as described in the Statement of Work.

The Government intends to award a single IDIQ to the responsible Offeror whose proposal represents the best value to the Government after evaluation in accordance with the solicitation. The best value proposal will be selected using a tradeoff process, as defined in FAR 13.106-2. The following factors, shall be used to evaluate offers:

- Factor 1 – Technical Approach
- Factor 2 – Management Approach
- Factor 3 – Past Performance
- Factor 4 – Price

Factor 1 (Technical Approach) and Factor 2 (Management Approach) are more important than Factor 3 (Past Performance). Factor 3 (Past Performance) is Acceptable or Unacceptable. Factors 1, 2, and 3 combined are more important than Factor 4 (Price).

Decision to award will be made by applying the factor ratings and Price evaluation, consistent with the method described herein. The Government reserves the right to communicate with any or all interested Offerors who responded with a proposal if it is determined advantageous to the Government to do so. This statement is not to be construed to mean that the Government is obligated to communicate with every Contractor (note that FAR Part 15 procedures is not applicable to this acquisition). A Contractor may be eliminated from any further consideration without communication, if its technical and/or pricing proposals are not among those contractors considered most advantageous to the Government based on a best value determination.

Upon completion of Phase 1 evaluations, each Offeror will receive an advisory notification. This notification will inform the Offeror of the Government's advisory recommendation to proceed or not to proceed with Phase 2 of the proposal. Offerors who are rated most highly for Phase 1 will be advised to proceed to Phase 2. The Phase 2 proposal submission date will be provided with the advisory notices.

Offeror(s) who were not among the most highly rated will be advised that they are unlikely to be viable competitors. The intent of this advice is to minimize proposal development costs for those with little to no chance of receiving an award. This will be a recommendation only and discontinuing the pursuit of the requirement following the notification is voluntary. **However, Phase 1 confidence ratings will be taken into account for the final evaluation.**

Failure to participate in Phase 1 precludes further consideration of an Offeror. Submissions will not be accepted from the Offerors who have not scheduled their Phase 1 demonstration by the due date and time stated in this solicitation. Offerors wishing to proceed to Phase 2 shall provide their notice of intent to do so to the Government in accordance with the instructions in the advisory notification. The Government intends to allow Offerors 48 hours to decide whether it wishes to proceed with a Phase 2 submission.

This RFP does not commit the Government to pay any cost for preparation and submission of your proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed acquisition.

3.2. Number of Contracts to be Awarded

The Government plans to award one contract but reserves the right to award more if it is determined to be in the Government's best interest, considering the Government's expected volume of work over the period of the task order contracts, available funding, the need to sustain adequate competition, and the availability of best-value proposals following completion of evaluation of the proposals received.

4.0 EVALUATION FACTORS – RATINGS AND DEFINITIONS

4.1 Phase 1 Demonstration

Offerors will be evaluated on merits of demonstration performance in accordance with section 2.3.2 Demonstration of COTS On Demand Coaching Platform requirements. The below confidence rating will apply to the Phase 1 Demonstration.

| RATING | DEFINITIONS |
|-----------------|---|
| High Confidence | <p>The Government has high confidence that the Offeror understands the requirement, has an established on-demand coaching platform and will be successful in performing the contract action with little or no Government intervention.</p> <p>Meets 2.3.2 <u>COTS On Demand Coaching Platform requirements</u></p> |
| Some Confidence | <p>The Government has some confidence that the Offeror understands the requirement, has an established on-demand coaching platform, and will be successful in performing the contract with some Government intervention.</p> <p>Meets at least half of 2.3.2 <u>COTS On Demand Coaching Platform requirements</u></p> |
| Low Confidence | <p>The Government has low confidence that the Offeror understands the requirement, has an established on-demand coaching platform, or will be successful in performing the contract even with Government intervention.</p> <p>Meets less than half of 2.3.2 <u>COTS On Demand Coaching Platform requirements</u></p> |

4.2 Phase 2 Proposal Submission

4.2.1 Factor 1 Technical Approach

Offerors will be evaluated based upon demonstrated ability to effectively and efficiently perform the work specified in the SOW. The approach must demonstrate how each task in the SOW will be accomplished. The approach should reflect a clear understanding of the work under this requirement.

For the purpose of this solicitation, terms are defined below:

A "**strength**" is an attribute of the Offeror's proposal that exceeds the specified performance or capability requirements in a way that is beneficial to the government.

A "**weakness**" is a flaw in the proposal that increases the risk of unsuccessful contract performance.

A “**significant weakness**” in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

A “**deficiency**” is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. A proposal with a deficiency cannot be found eligible for award and is rated “unacceptable”.

Proposals rated that have 1 or more deficiencies for any of the Factors are **NOT** eligible for award and will be excluded from further consideration.

4.2.1.1 Confidence Ratings for Factor 1 Technical Approach

The Government will assess its confidence in each Offeror by evaluating the Technical Approach of the proposal to determine if the Offeror has demonstrated the ability to effectively and efficiently perform the work specified in the SOW. The approach should reflect a clear understanding of the work under this requirement specifically Section III of the SOW and should demonstrate how each task in the SOW will be accomplished.

The ratings that will be utilized to evaluate Factor 1 Technical Approach are as follows:

| RATING | DEFINITIONS |
|-----------------|---|
| 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 action 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. |

Proposals rated “unacceptable” for any of the Factors are NOT eligible for award and will be excluded from further consideration.

4.2.2 Factor 2 Management Approach

The Government will evaluate the acceptability of the Offeror’s proposed management approach including but not limited to, task order ordering process and timeliness, effective communication with the government, and the process for monthly status reporting, to assess the Offerors overall management competence to effectively plan, execute, and manage the contract requirements. The

approach should present a clear methodology of accomplishing the reporting requirements per Section IV of the SOW.

The Offeror's proposed management approach will be evaluated to ensure that Treasury achieves established program objectives, while mitigating performance risk. In addition, the management approach will be evaluated to determine that it demonstrates the ability to effectively accomplish, administer, and manage the day-to-day operations including project organization, performance monitoring and control activities, quality assurance, subcontractors and the task order management process.

The Offerors shall be evaluated on their proposed subcontracting plan to ensure it is compliant with FAR Clause 52.219-9 demonstrating how small businesses, including small, disadvantaged businesses, women owned small businesses, veteran owned small businesses, service-disabled veteran owned small businesses, and HUBZone small businesses, will play an active role throughout the life of this contract. The plan shall include a list of the legal name, applicable socio-economic categories, corporate address, SOW related specialties, and geographic service area(s) of all proposed subcontractors at any tier and outline the teaming and subcontracting arrangements proposed for performance of work contained in the solicitation. Small businesses are not required to submit a detailed 52.219-9 subcontracting plan but are still required to state how much work will be subcontracted to large and small businesses.

4.2.3 Factor 3 Past Performance

The past performance evaluation shall consider the Offeror's demonstrated record of performance in providing services that meet the customer's needs during the past five (5) years from date of issuance of this solicitation. The Government will evaluate the past performance information provided in the proposal and the past performance reference form. The Government will evaluate the degree of relevancy between each Offeror's past performance submission and the solicitation requirements. In assessing the relevancy, the Government will evaluate the degree of similarity in size, scope, and complexity between an Offeror's past performance information and the work described in the SOW of the solicitation. The potential for disruption to schedule, increase in price, or degradation in quality of performance based on the Offeror's past performance will also be evaluated, as well as whether an Offeror has consistently demonstrated a commitment to customer satisfaction and complied with federal, state and local laws and regulations. Lack of comparable and relevant past performance information will result in a neutral rating.

If past performance as a subcontractor is submitted, relevancy will be evaluated as to the work that the Offeror did under its subcontract, not the entire scope of work as performance by the prime contractor. Additionally, the Government will review records contained in the CPARS assessing the likelihood that an Offeror can successfully perform the required work. The Government reserves the right to contact and use information provided by the references available in CPARS while conducting past performance evaluations.

4.2.3.1 Factor 3 will be evaluated using the ratings below:

The ratings that will be utilized to evaluate Factor 3 are as follows:

| RATING | DESCRIPTION |
|---------------|--|
| Acceptable | Based on the Offeror's performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort. |
| Unacceptable | Based on the Offeror's performance record, the Government has no reasonable expectation that the Offeror will be able to successfully perform the required effort. |
| Neutral* | In the case of an Offeror without relevant past performance or for whom information on past performance is not available; the Offeror may not be evaluated favorably or unfavorably. The absence of relevant present and past performance information will result in the assignment of a neutral rating. The contractor has little or no recent/relevant past performance upon which to base a meaningful performance risk prediction. |

***NOTE: A Neutral rating will be considered "Awardable".**

Proposals rated "unacceptable" for any of the Factors are NOT eligible for award and will be excluded from further consideration.

4.2.4 Factor 4 Price

The Government will use the Total Evaluated Price automatically computed in Tab "Total Pricing" of the Attachment 3 Rate Submission Worksheet Price as the basis for price evaluation. PROPOSALS THAT DO NOT INCLUDE COMPLETE PRICING WILL BE CONSIDERED INCOMPLETE AND WILL NOT BE CONSIDERED FOR AWARD. The Government will evaluate the pricing for accuracy, completeness, and the CO will determine if the total evaluated price is reasonable. Price will be evaluated for the entire IDIQ period of performance, including the base period and all option periods. The Government may determine that a proposal is unacceptable if the option prices are significantly unbalanced. The Government may also reject proposals in which the price submission is unbalanced and or unrealistic or where there is a material difference between the Government's descriptions and that proposed by the Offeror. Offerors shall use the provided MS Excel spreadsheet to complete their price proposal and include the MS Excel file with their email submission.

The proposed rates will be incorporated into the final IDIQ award and be utilized in the associated task orders.

Price will be evaluated but not assigned a confidence rating or scored.

5.0 AWARD DECISION

The Government intends to award a contract to the responsible Offeror(s) whose proposal represents the best value to the Government after evaluation in accordance with the solicitation. The Government intends to make an award without communications but preserves the right to do so if necessary. Decision to award or not will be made by applying the factor ratings and price evaluation, consistent with the method stated in Section 4.

ALTERNATE OFFERS

Alternate proposals are not solicited and will not be evaluated.

SECTION IV - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Attachment 1: Performance Summary Requirements

Attachment 2: Past Performance Reference Sheet

Attachment 3: Rate Submission Worksheet Price_Amended_8.18

ATTACHMENT 1**Performance Requirements Summary**

The Contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

| Desired outcomes | Performance standard | Monitoring method | Incentive/Disincentive |
|---|--|---|---|
| Online site for services, materials, supplies, equipment, and project supervision adhering to the standards set in PWS Section 3. Task 1, 2, 3 and 5. | 100% compliance to the standards set in PWS Section 3. Task 1, 2, 3 and 5. | Review of agreed deliverables as stated in PWS Section 3. Technical Requirements. | Full payment shall be made for 100% compliance. For each unacceptable/rejected work product the contractor will be required to revise the product at contractor time and expense. |
| All coaching requests assigned and coaching delivered, as stated in PWS Section 3 Task 1, 2, 3, and 4. | 100% compliance to the standards set in PWS Section 3 Task 1, 2, 3, and 4. | Review of agreed deliverables as stated in PWS Section 3 Task 1, 2, 3, and 4. | Full payment shall be made for 100% compliance. For each delay the contractor will be required to complete the task at contractor time and expense. |

| | | | |
|---|--|---|---|
| Adherence to the delivery schedule as agreed upon by Contractor and COR as required in PWS Section 4. Deliverables as agreed upon by Contractor and COR in proper format on time. | 100% compliance to the agreed upon time of Deliverable between contractor and COR. | Review of monthly and quarterly deliverables. | Full payment shall be made for 100% compliance. For each weekly and monthly deliverable. For each deviation or delay upon the agreed upon delivery time will be recorded and influence the contractor closing assessment made by the COR. |
|---|--|---|---|

ATTACHMENT 2

PAST PERFORMANCE REFERENCE FORM

Offeror's Name:

Client/Customer Company Name and Address:

Title of Contract or Agreement plus Contract and other Identification Numbers, if any:

Client Project Manager or Contracting Representative Name, telephone number, fax number and E-mail Address, if available:

Period of Performance:

Description of Service(s) or Product(s):

| |
|--|
| |
| Number and Names of Sub-contractors, if any: |
| |
| Contract/Compensation Type (client fixed price or cost reimbursement, user fee, or other): |
| |
| Total Amount of Compensation: |
| |