

SOLICITATION, OFFER AND AWARD		1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.		RATING	PAGE OF PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 2032H8-24-R-00005	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) INVITATION FOR BID <input type="checkbox"/> NEGOTIATED (RFP) REQUEST FOR PROPOSAL	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY INTERNAL REVENUE SERVICE Office of the Chief Procurement Officer 5000 Ellin Road Lanham MD 20706		CODE TDP-IRS		8. ADDRESS OFFER TO (If other than Item 7)	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION					
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until _____ (Hour) local time _____ (Date)					
CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.					
10. FOR INFORMATION CALL:	A. NAME RONALD A CALLENDER JR		B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS RONALD.A.CALLENDERJR@IRS.GOV
	AREA CODE	NUMBER	EXT.		

11. TABLE OF CONTENTS									
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)		
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES					
<input type="checkbox"/>	A	SOLICITATION/CONTRACT FORM		<input type="checkbox"/>	I	CONTRACT CLAUSES			
<input type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS					
<input type="checkbox"/>	C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT		<input type="checkbox"/>	J	LIST OF ATTACHMENTS			
<input type="checkbox"/>	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS					
<input type="checkbox"/>	E	INSPECTION AND ACCEPTANCE		<input type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS			
<input type="checkbox"/>	F	DELIVERIES OR PERFORMANCE							
<input type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA		<input type="checkbox"/>	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS			
<input type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS		<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD			

OFFER (Must be fully completed by offeror)	
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.	

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.					
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXTENSION			

AWARD (To be completed by government)					
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION UNDER THE UNITED STATES CODE AT: <input type="checkbox"/> 10 U.S.C. 3204 (a) () <input type="checkbox"/> 41 U.S.C. 3304 (a) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)			27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

Office of the Chief Procurement Officer (OCPO)

Table of Contents

Section B. SERVICES & PRICE/COSTS	3
Section C. DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT	10
Section D. PACKAGING AND MARKING	18
Section E. INSPECTION AND ACCEPTANCE.....	18
Section F. DELIVERIES OR PERFORMANCE.....	18
Section G. CONTRACT ADMINISTRATION DATA	19
Section H. SPECIAL CONTRACT REQUIREMENTS.....	23
Section I. CONTRACT CLAUSES/PROVISIONS	49
Section J. ATTACHMENTS	69
Section K. REPRESENTATIONS AND CERTIFICATIONS	69
Section L. INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS	88
Section M. EVALUATION FACTORS FOR AWARD	See Attachments

**Multiple-Award Indefinite Delivery Indefinite Quantity
Request for Proposal (RFP)**

Part I

SECTION B. Services & Price/Costs

B.1 Introduction

The Internal Revenue Service (IRS) intends to award a multiple award Indefinite Delivery Indefinite Quantity (IDIQ) contract for administrative, technical, information technology, and support services. This procurement is a competitive 8(a) set-aside. The solicitation will be solicited through FAR Part 12 – Acquisition of Commercial Products and Commercial Services and FAR Part 15 – Contracting by Negotiation via SAM.gov. The North American Industry Classification Code System (NAICS) codes are (Primary) 541611 Administrative Management and General Management Consulting Services and 541511- Custom Computer Programming Services.

Award will be made based on a tradeoff evaluation using the criteria stated in Section L and Section M of this solicitation.

There will be three (3) separate and distinct competitions occurring simultaneously. The OCPO Acquisition Support and Professional Services (ASPS) Multiple Award IDIQ will consist of approximately five (5) separate and distinct 8(a) small business set-aside contracts for each of the three (3) following functional categories. The government reserves the right to award more or less than the estimated number of contracts or none if it is the best interest of the IRS.

For illustration purposes, the following provides a simplified visual depiction of the ASPS strategy:

Functional Category 1	Optimization
	Organizational Services Task
	Customer Experience Task
Anticipated No. of Awards	Five (5)
Functional Category 2	Acquisition Lifecycle Planning and Support Services
	Acquisition Lifecycle Planning Task
	Acquisition Support Task
Anticipated No. of Awards	Five (5)
Functional Category 3	Information Technology (IT)
	Data Management and Governance Task
	Automation Task
Anticipated No. of Awards	Five (5)

Interested 8(a) small businesses will only be able to submit one (1) proposal for each Functional Category. The Offeror is not required to submit a proposal for all three (3) Functional Categories but rather only the category(ies) it qualifies for and would like the Government to consider.

For example, if the Offeror would like to be considered for Functional Categories 1 and 2, the Offeror shall submit two, separate and distinct proposals, one for each Functional Category in response to its respective solicitation.

Cross Teaming Limitation

An Offeror (including affiliates, divisions, subsidiaries, or joint venture (JV) participants) shall only participate as a Prime Contractor/Offeror/Subcontractor/Team member/Consultant in the submission of one proposal in response to each FC.

For example, if a Prime Offeror who is part of a Joint Venture (JV) submits a proposal for FC1, as an individual member of the Joint Venture, they shall not propose to the same FC1 as a first-tier subcontractor on another proposal or as a Prime Offeror. However, a proposal as Prime or Subcontractor for FC2 or FC3 may be submitted.

Similarly, only one company within the same corporate structure (regardless of whether they are sharing resources from a parent company, affiliate, division, and/or subsidiary), shall submit a proposal in response to the same FC. All proposals violating these prohibitions will not be evaluated for award.

Solicitation Question(s):

Offerors are instructed to read the entire solicitation document, including all attachments pertaining to this solicitation on sam.gov prior to submitting questions and/or preparing a proposal. All questions or concerns regarding any aspect of this solicitation shall be submitted electronically via email to OCPO.ASPS.Requirement@irs.gov no later than **May 15, 2024 at 3:00 pm Eastern Time**.

The subject line of the e-mail shall contain the following: “2032H8-24-R-00005 – Solicitation Question(s).” Offerors shall clearly identify the specific section of the solicitation to which each question relates when submitting questions. Reference shall be made to the solicitation section heading, pdf. page number of the solicitation, specific location on the page (e.g. paragraph 2.3) to facilitate the Government’s response to each question. Questions shall be submitted on the Solicitation Question Form, Attachment #13.

Proposal Submission Phase 1

Offerors shall include the appropriate Phase 1 electronic volume folder and proposal documents as stated in Section L of this solicitation via email to OCPO.ASPS.Requirement@irs.gov no later than **May 22, 2024 at 3:00 pm Eastern Time**.

Questions or concerns sent to an email address other than the one identified above will not be considered by the Government.

B.2 Price Schedule Line Item Table

Track 1: Functional Category 1 - Optimization					
Item No	Schedule of Supplies/Services	QTY	Unit	Unit Price	Amount
0001	Organizational Services Task Base Period (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
0002	Customer Experience Task Base Period (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
0003	Transition Base Period (12 months) Indefinite Delivery Indefinite Quantity (IDIQ)	0	JB	\$0.00	\$0.00

	(Reference Attached Price Template)				
0004	Travel (Reimbursed at cost) Travel will be reimbursable in accordance with Federal Travel Regulations and FAR 31.205-46 Base Period (12 months) (Reference Attached Price Template)	1	NTE	\$33,000.00	\$33,000.00
0005	Post Award Conference The purpose of this line item is to provide the obligated Minimum Quantity Guarantee Period of Performance: Within one (1) year of IDIQ award Base Period (Firm-Fixed-Price)	1	EA	\$250.00	\$250.00
1001	Organizational Services Task Option Period 1 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
1002	Customer Experience Task Option Period 1 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
1003	Transition Option Period 1 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
1004	Travel (Reimbursed at cost) Travel will be reimbursable in accordance with Federal Travel Regulations and FAR 31.205-46. Option Period 1 (12 months) (Reference Attached Price Template)	1	NTE	\$33,000.00	\$33,000.00
2001	Organizational Services Task Option Period 2 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
2002	Customer Experience Task Option Period 2 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
2003	Transition Option Period 2 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
2004	Travel (Reimbursed at cost) Travel will be reimbursable in accordance with Federal Travel Regulations and FAR 31.205-46 Option Period 2 (12 months) (Reference Attached Price Template)	1	NTE	\$33,000.00	\$33,000.00
3001	Organizational Services Task Option Period 3 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price List)	0	JB	\$0.00	\$0.00

3002	Customer Experience Task Option Period 3 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (See Price List)	0	JB	\$0.00	\$0.00
3003	Transition Option Period 3 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
3004	Travel (Reimbursed at cost) Travel will be reimbursable in accordance with Federal Travel Regulations and FAR 31.205-46 Option Period 3 (12 months) (Reference Attached Price Template)	1	NTE	\$33,000.00	\$33,000.00
4001	Organizational Services Task Option Period 4 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price List)	0	JB	\$0.00	\$0.00
4002	Customer Experience Task Option Period 4 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price List)	0	JB	\$0.00	\$0.00
4003	Transition Option Period 4 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
4004	Travel (Reimbursed at cost) Travel will be reimbursable in accordance with Federal Travel Regulations and FAR 31.205-46 Option Period 4 (12 months) (Reference Attached Price Template)	1	NTE	\$33,000.00	\$33,000.00

Track 2: Functional Category 2 - Acquisition Lifecycle Planning and Support Services					
Item No	Schedule of Supplies/Services	QTY	Unit	Unit Price	Amount
0001	Acquisition Lifecycle Planning Task Base Period (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
0002	Acquisition Support Task Base Period (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
0003	Transition Base Period (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
0004	Travel (Reimbursed at cost) Travel will be reimbursable in accordance with Federal Travel Regulations and FAR 31.205-46 Base Period (12 months) (Reference Attached Price Template)	1	NTE	\$33,000.00	\$33,000.00

0005	Post Award Conference The purpose of this line item is to provide the obligated Minimum Quantity Guarantee Period of Performance: Within one (1) year of IDIQ award Base Period (Firm-Fixed-Price)	1	EA	\$250.00	\$250.00
1001	Acquisition Lifecycle Planning Task Option Period 1 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
1002	Acquisition Support Task Option Period 1 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
1003	Transition Option Period 1 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
1004	Travel (Reimbursed at cost) Travel will be reimbursable in accordance with Federal Travel Regulations and FAR 31.205-46 Option Period 1 (12 months) (Reference Attached Price Template)	1	NTE	\$33,000.00	\$33,000.00
2001	Acquisition Lifecycle Planning Task Option Period 2 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
2002	Acquisition Support Task Option Period 2 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
2003	Transition Option Period 2 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
2004	Travel (Reimbursed at cost) Travel will be reimbursable in accordance with Federal Travel Regulations and FAR 31.205-46 Option Period 2 (12 months) (Reference Attached Price Template)	1	NTE	\$33,000.00	\$33,000.00
3001	Acquisition Lifecycle Planning Task Option Period 3 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
3002	Acquisition Support Task Option Period 3 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
3003	Transition Option Period 3 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ)	0	JB	\$0.00	\$0.00

	(Reference Attached Price Template)				
3004	Travel (Reimbursed at cost) Travel will be reimbursable in accordance with Federal Travel Regulations and FAR 31.205-46 Option Period 3 (12 months) (Reference Attached Price Template)	1	NTE	\$33,000.00	\$33,000.00
4001	Acquisition Lifecycle Planning Task Option Period 4 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
4002	Acquisition Support Task Option Period 4 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
4003	Transition Option Period 4 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
4004	Travel (Reimbursed at cost) Travel will be reimbursable in accordance with Federal Travel Regulations and FAR 31.205-46 Option Period 4 (12 months) (Reference Attached Price Template)	1	NTE	\$33,000.00	\$33,000.00

Track 3: Functional Category 3 - Information Technology (IT)					
Item No	Schedule of Supplies/Services	QTY	Unit	Unit Price	Amount
0001	Data Management and Governance Task Base Period (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price List)	0	JB	\$0.00	\$0.00
0002	Automation Task Base Period (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price List)	0	JB	\$0.00	\$0.00
0003	Transition Base Period (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
0004	Travel (Reimbursed at cost) Travel will be reimbursable in accordance with Federal Travel Regulations and FAR 31.205-46 Base Period (12 months) (Reference Attached Price Template)	1	NTE	\$33,000.00	\$33,000.00
0005	Post Award Conference The purpose of this line item is to provide the obligated Minimum Quantity Guarantee Period of Performance:	1	EA	\$250.00	\$250.00

	Within one (1) year of IDIQ award Base Period (Firm-Fixed-Price)				
1001	Data Management and Governance Task Option Period 1 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
1002	Automation Task Option Period 1 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
1003	Transition Option Period 1 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
1004	Travel (Reimbursed at cost) Travel will be reimbursable in accordance with Federal Travel Regulations and FAR 31.205-46 Option Period 1 (12 months) (Reference Attached Price Template)	1	NTE	\$33,000.00	\$33,000.00
2001	Data Management and Governance Task Option Period 2 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price List)	0	JB	\$0.00	\$0.00
2002	Automation Task Option Period 2 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
2003	Transition Option Period 2 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
2004	Travel (Reimbursed at cost) Travel will be reimbursable in accordance with Federal Travel Regulations and FAR 31.205-46 Option Period 2 (12 months) (Reference Attached Price Template)	1	NTE	\$33,000.00	\$33,000.00
3001	Data Management and Governance Task Option Period 3 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
3002	Automation Task Option Period 3 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
3003	Transition Option Period 3 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
3004	Travel (Reimbursed at cost) Travel will be reimbursable in accordance with Federal Travel Regulations and FAR 31.205-46	1	NTE	\$33,000.00	\$33,000.00

	Option Period 3 (12 months) (Reference Attached Price Template)				
4001	Data Management and Governance Task Option Period 4 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
4002	Automation Task Option Period 4 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
4003	Transition Option Period 4 (12 months) Indefinite Delivery Indefinite Quantity (IDIQ) (Reference Attached Price Template)	0	JB	\$0.00	\$0.00
4004	Travel (Reimbursed at cost) Travel will be reimbursable in accordance with Federal Travel Regulations and FAR 31.205-46 Option Period 4 (12 months) (Reference Attached Price Template)	1	NTE	\$33,000.00	\$33,000.00

B.3 IDIQ Maximum and Minimum Amounts

The maximum value (total of the base and all option periods) of each contract awarded because of this solicitation is:

Functional Category 1 (Optimization):	Est. \$100M
Functional Category 2 (Acquisition Lifecycle Planning and Support Services):	Est. \$200M
Functional Category 3 (Information Technology (IT)):	Est. \$80M

This type of contract requires the Government to order and the Contractor to furnish at least a stated minimum quantity of supplies or services. The Post Award Conference will meet this minimum quantity guarantee and will not exceed \$250.00 per awardee/contract.

SECTION C. Description/Specifications/Performance Work Statement

C.1.0 INTRODUCTION

C.1.1 Background:

The mission of the Internal Revenue Service (IRS) is to provide America's taxpayers top quality service by helping them understand and meet their tax responsibilities and enforce the law with integrity and fairness to all. The Office of the Chief Procurement Officer (OCPO) provides acquisition life-cycle support for the IRS, the Department of Treasury Departmental Offices (DO), and the Bureau of Engraving and Printing (BEP). On average, each year, the IRS executes 1,900 contracts with a total contract value under \$10M; 60 contracts with a total contract value over \$10M and under \$100M; and 15 contracts with a total contract value over \$100M. OCPO is comprised of the following divisions:

- 1. Acquisition Management & Planning (AMP)** – Proactively engages customers and stakeholders to deliver effective, advanced acquisition planning services and drive innovative, optimal acquisition solutions. AMP's acquisition professionals offer the highest level of customer service and consult on technical and administrative processes throughout all stages of the acquisition life cycle.

2. **Office of Analytics, Research, & Technology (ART)** – Provides program management support for procurement data systems, maintains data repositories, and conducts advanced data analytics. Additionally, ART leads the identification, testing, and implementation of tools and technologies to support an efficient, data-driven workforce and the improvement of processes and controls. ART applies best practices in change management and quality assurance to deliver the right solutions to achieve data-informed, technology-assisted performance improvement.
3. **Office of Business Solutions Acquisition (OBSA)** – Plans, negotiates, executes, and manages the procurements of non-information technology products and services nationwide for the IRS and Treasury.
4. **Office of Information Technology Acquisition (OITA)** – Plans, negotiates, executes, and manages the procurements of information technology (IT) products and services for IRS, Treasury, and BEP.
5. **Office of Resource Planning (ORP)** – Coordinates internal processes, resources, procedures, and collaboration tools to keep functioning at peak performance. ORP manages business operations, organizational strategy and evaluation, budget planning and execution, human resources, communications, and risk management activities.
6. **Office of Procurement Policy (OPP)** – Conducts pre-award, post-award, compliance, and quality assurance reviews and assists in formulating and implementing processes and procedures that increase the efficiency and effectiveness of procurement operations. OPP also develops and maintains procurement policies, monitors small business utilization, manages, and monitors Delegations of Procurement Authority, oversees the restricted purchase list, and ensures ratifications of unauthorized commitments are supported and properly documented. Additionally, the OPP identifies and delivers developmental opportunities and manages acquisition training and certification programs.

C.1.2 Scope:

The Contractor shall provide all necessary qualified personnel and services as described in this Performance Work Statement (PWS) and specified through individual orders.

The Contractor shall provide a range of support to include but not limited to consulting, program management, communications, organizational effectiveness (OE), strategic planning, acquisition support services, acquisition pre-planning activities, enterprise lifecycle, data analysis, data visualization, Microsoft support services, and robotic process automation. The Contractor shall provide dedicated staff with relevant expertise within the task area supported.

Due to the Inflation Reduction Act (IRA) the IRS expects to see an increase in the volume of contracts executed. The Contractor shall support the IRS in execution, tracking, reporting, and managing IRA related activities in support of IRA spend and strategy execution. The Contractor shall provide consultants to assist with the ability to optimize, modernize, process improve, and create new tools/processes for tracking, reporting, auditing, executing, and validating IRA related activities.

These services may be used by other IRS Business Units for program/project management, stakeholder engagement including facilitation, data analysis and visualization, governance, communications, automation, tracking, gap analysis and recommending, reporting, auditing, user experience/change management, and strategy updating as it pertains to the optimization of the IRS.

The Contractor shall ensure alignment with IRS and Treasury strategic goals and objectives as well as government-wide policies/procedures/Executive Orders, Federal Acquisition Regulation (FAR), Department of the Treasury Acquisition Regulation (DTAR), Department of the Treasury Acquisition Procedures (DTAP), and other IRS procurement specific policies/procedures. The Contractor shall utilize industry best practices and lessons learned to minimize risk and improve efficiencies within each task area.

This is a non-personal services IDIQ contract. As such, the Government will not exercise any supervision or control over Contractor employees performing the services herein. Such Contractor service providers shall be accountable solely to the Contractor(s), who in turn, are responsible to the Government.

C.2.0 PERFORMANCE OBJECTIVES

C.2.1 Performance Summary

Contractor personnel shall perform assigned tasks within established deadlines, attend and participate in formal and ad hoc meetings, draft and review documents, schedules and related items, maintain accurate work products and documentation, follow and adhere to applicable IRS policies and procedures, meet and correspond with other IRS and Government personnel, including other Contractor personnel, and provide services and support to successfully satisfy the requirements of this IDIQ contract and its orders.

C.2.2 Approved IRS Software and Languages

The following are currently approved IRS software, tools, and data coding used to support this IDIQ contract. This list is shared for informational purposes and may change as the IRS optimizes and modernizes over the life of the IDIQ.

- Microsoft 365 Suite – PowerBI, Power Automate, SharePoint Online, PowerApps, DAX, PowerQuery, and Excel for Data Analytics
- Languages – RSstudio, Python, and Jupyter Notebook Cobol
- Survey - Qualtrics
- Oracle - SQL
- Systems Applications and Products (SAP)/Procurement Public Sector (PPS) - Procurement Writing System
- Visual Basics for Applications

C.2.3 Specific Functional Categories and Tasks

The Contractor shall provide the services necessary to meet the scope of the contract and the individual orders, as related to the Functional Categories and PWS Tasks reflected in the below table:

Functional Category 1 - Optimization
Organizational Services Task - PWS para C.2.4.1
Customer Experience Task - PWS para C.2.4.2
Functional Category 2 - Acquisition Lifecycle Planning and Support Services
Acquisition Lifecycle Planning Task - PWS para C.2.5.1
Acquisition Support Task - PWS para C.2.5.2
Functional Category 3 - Information Technology
Data Management and Governance Task - PWS para C.2.6.1

C.2.4 Optimization

The Contractor shall support a full range of procurement organizational management services that are required for on-going and emerging activities. The Contractor shall develop methods to track and implement current and emerging activities. Services include effective business process optimization and creation, auditing, policy assessments, data analysis, consulting, planning, and facilitating. The Contractor shall also develop and maintain tools and templates for new processes including leveraging lessons learned and audit findings for process improvement that minimizes risk and improves efficiencies.

C.2.4.1 Organizational Services

The Contractor shall create solutions for projects that require consultative and analytic expertise to achieve strategic outcomes. Support requires expertise in a broad range of services which include:

- Policy optimization and streamlining
- Organizational change management
- Design and transformation support
- Developing career models
- Assisting in talent management and recruiting strategies
- Developing workforce plans
- Experience in organizational communications
- Strategic planning
- Developing and analyzing performance metrics
- Coaching and mentorship
- Recommending techniques to implement organizational change
- Compiling findings, briefings, narrative summaries/briefs, and statistical analysis into complex written reports
- Training and professional development on OCPO-specific needs

C.2.4.2 Customer Experience

The Contractor shall provide expertise in Customer Experience (CX) methodologies and improvement strategies for the acquisition lifecycle. The support services shall include:

- Journey mapping
- Story boarding
- Process and tool mapping
- Providing customer research
- Conducting stakeholder interviews
- Performing surveying
- Recommending mapping tools and processes

C.2.5 Acquisition Lifecycle Planning and Support Services

The Contractor shall provide a broad range of acquisition support. Services include supporting all phases of the acquisition lifecycle involving planning, requirements definition, category management, solicitation development, evaluation, award, post-award management, contract closeout, and other administrative support. The Contractor shall also provide analysis and execution of strategic activities in support of sourcing goals.

C.2.5.1 Acquisition Lifecycle Planning

The Contractor shall provide expert facilitation services and subject matter expertise to execute goals within the acquisition lifecycle and Category Management, innovation, and strategic sourcing functions. Support of all phases of the acquisition lifecycle to include:

- Proficiency in Office of Management and Budget (OMB) category management principles, policies, and executive orders
- Performing short- and long-range forecasting
- Writing and developing requirements
- Conducting procurement package triage
- Supplier/industry engagement activities
- Utilizing industry best practices to innovate the acquisition lifecycle
- Knowledge of federal government procurement practices and innovative planning activities
- Analysis and execution of strategic activities associated with the acquisition of specific commodities, and services in support of strategic sourcing goals. The strategic sourcing goals include, but are not limited to:
 - All acquisition components of the strategic sourcing process such as consulting, facilitating, category/commodity profiling, and market and trend analysis.

C.2.5.2 Acquisition Support

The Contractor shall provide a full range of acquisition lifecycle support services (i.e. acquisition planning, market research, pre-solicitation, solicitation, cost and price/audit analysis, pre-award, award, contract administration and management and contract close-out) to include:

- Tracking and reporting acquisition actions
- Preparing contract documents in SAP/PPS, Procurement Request Information System Management (PRISM), Contract Lifecycle Management (CLM), or other procurement writing systems
- Creating Federal Procurement Data System (FPDS) - Next Generation records
- Routing procurement documents through Acquisition Workflow Approval Routing Efficiency (AWARE) or other review/routing tools for internal procurement reviews
- Ensuring procurement files are stored appropriately in document repository
- Assisting in the training of customers on the different acquisition strategies and approaches to enable them to make decisions based on desired mission outcomes that are aligned to the FAR, Treasury Regulations, IRS policies and procedures.

Acquisition lifecycle support shall be in accordance with all Government regulations and policies including the FAR, DTAR, DTAP, and other IRS procurement specific policies/procedures.

C.2.6 Information Technology

The Contractor shall provide a full range of technical support and solutions to achieve organizational efficiency. To support the agency mission, projects and system requirements, the Government requires information technology services such as data processing, analyses, and automation. Additionally, the Contractor shall provide services for various applications and systems in support of ongoing operations.

C.2.6.1 Data Management and Governance

The Contractor shall perform automated data processing, and any other reports or analyses directed toward improving the effectiveness, efficiency and economy of management and general administrative operations. Tasks to include:

- Assisting with the analysis of workload and workflow
- Providing technical support services necessary to deliver and ensure ongoing operations of M365 applications and SharePoint Online environment which include but not limited to:
 - SharePoint design, information security, data and application integration
 - Web parts, data workflow, forms, web content management, data and SharePoint libraries
 - System integration and data connection, data ingestion and analysis
 - Data tracking, customer consultation/coordination, briefings
 - Requirements specification analysis, data analysis, reporting, planning, and technical services
- Designing, development, integration, and maintenance of tools and subsequent data governance
- Developing and maintaining of SharePoint sites to include but not limited to:
 - Support for the development, maintenance, and user training of workflow and document management
 - Design, build, expand and maintenance of data warehouse
 - Development, and maintenance of operational & project visualizations and dashboards
 - Inclusive of charts and graphs for improved decision making

C.2.6.2 Automation

The Contractor shall perform tasks that automate repetitive contracting activities and extract high-definition information from Government contract files. Tasks to include:

- Running robotic processes automation bots (e.g., UiPath, Power Automate)
- Running algorithms to extract text from documents, validation of information, developing code (e.g., R, Python), delivering automated solutions, and natural language/ large language capabilities to search text
- Providing skilled personnel with experience to assist with robotic process automation, artificial intelligence, and building natural language processing solutions. Provide trustworthy artificial intelligence reporting (e.g. Executive Order 13960). Ability to identify and suggest process improvements, and the creation of new tools for digitalization of new and existing processes.
- Usability testing and provide technical documentation for all their work

C.2.7 Travel

Contractor personnel may be required to travel to support services required under individual orders. All travel shall be in accordance with the Federal Travel Regulation (FTR). All travel requires Government approval/authorization and notification to the order level Contracting Officer Representative (COR).

Contractor personnel who travel in support of orders issued will be held to the same standard and requirements Government personnel are required to adhere to. Examples include, but are not limited to

renting economy cars, staying at hotels only at the Government per diem rate (if the Government per diem rate is not offered, a cost comparison needs to be completed and approved by the Contracting Officer (CO) in advance of the travel occurring), utilizing the cheapest form of parking at airport locations (i.e. long term or extended parking), and purchasing airline tickets at the lowest possible rate (if the lowest rate is not selected, reasons for a higher rate will need to be documented and approved prior to travel occurring).

C.3.0 DATA REPORTING REQUIREMENTS

C.3.1 Transition-In/Transition-Out Plan

There may be a need for a Transition-In and/or Transition-Out Plan at the order level. The Contractor shall facilitate the transition of contracted activities and services to the appropriate Government personnel and from/to a follow-on Contractor in accordance with the Government approved plan. The transition duration and reporting requirements will be identified at the order level.

C.3.2 Quality Control Plan

The Contractor shall provide a Quality Control Plan for each order that describes the application of the appropriate methodologies for accomplishing performance expectations and objectives. The Contractor's plan is the means the work complies with the stated requirements and ensures non-recurrence of defective services. The Contractor shall identify and implement its approach for providing and ensuring quality to meet the requirements in the order level PWS.

C.3.3 Reports

Reports will be identified and required at the order level.

C.4.0 MEETING REQUIREMENTS

C.4.1 Post Award Conference

The Contractor shall participate in an IDIQ post award conference. The exact day, time, and location of the conference is to be determined, but contractors will be notified at least 10 (ten) calendar days in advance of the scheduled conference. The purpose of the post award conference is to aid both the Contractor and the Government in achieving a clear and mutual understanding of contract requirements and identify and resolve potential problems.

A post award Conference may be required at the order level, the meeting requirements will be determined at that time.

C.4.2 Additional Meetings

The Contractor may be asked to attend or conduct meetings, provide meeting minutes, prepare agendas, and participate in ad hoc communications. The meeting requirements will be identified at the order level.

C.5.0 KEY PERSONNEL

Key personnel will be specified at the order level.

C.6.0 PERFORMANCE REQUIREMENTS

Orders issued under this IDIQ will be performance-based. Each order will have a Quality Assurance Surveillance Plan with specific performance standards and measures.

C.7.0 DELIVERABLE TABLE

Deliverables	PWS Sections	Frequency	Formats	Submit To
Transition In/Out Plan	C.3.1	Determined at order level	Determined at order level	Order Level CO/CS
Quality Control Plan	C.3.2	Determined at order level	Determined at order level	Order Level CO/CS

C.7.1 Other Deliverables

Additional deliverables will be identified and required at the order level.

C.8.0 GENERAL PWS INFORMATION

C.8.1 Government and Contractor Furnished Property, Materials, or Information

The need for Government Furnished Property (GFP), Materials (GFM), or Information (GFI), will be determined at the order level.

C.8.2 Place of Performance

The primary place of performance will be in the Metropolitan DC area (Lanham, MD, Washington, DC) and any additional locations will be determined at the IDIQ order level. Individual orders may allow for work at the Government's site, pre-approved remote locations, or telework. If the contractor chooses to perform work at a location other than the Government facility, the resulting travel to and from the Government's facility would not be reimbursable as a direct charge under this contract.

The place of performance may not change on any orders without the written approval of the CO. Any work performed at a location other than the previously approved place of performance will not be accepted.

Telework: Contractors may be allowed to telecommute (see FAR 7.108), under certain circumstances, pending the current policy regarding this subject and the approval of the COR.

Work performed at a remote location (i.e., telework) utilizing Government provided laptops and access to Government/IRS systems shall be billed at the Government site rates on invoices submitted on all orders.

Place of performance will be identified in each resulting order.

C.8.3 Hours of Operation

The hours of operation shall be determined at the order level.

The Contractor shall not perform any services on the following Government recognized holidays, unless authorized in advance by the COR:

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. President's Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Columbus Day

9. Veteran's Day
10. Thanksgiving Day
11. Christmas Day

The U.S. Government also observes the following:

Any day designated by Federal Statute
Any day designated by Executive Order
Any day designated by Presidential Proclamation

These parameters may be altered in each order.

C.8.4 Non-Disclosure Agreements

All Contractor personnel (to include subcontractors, teaming partners, and consultants) who will be personally and substantially involved in the performance of the orders issued which require the Contractor to act on behalf of or provide advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, shall execute and submit an "Employee/Contractor Non-Disclosure Agreement" Form. This is required prior to the commencement of any work on such order and whenever replacement personnel are proposed under an ongoing order. Any information obtained or provided in the performance of any order is only to be used in the performance of that order.

C.8.5 Disclosure and Avoidance of Inherently Governmental Functions

The Contractor shall not perform or give the appearance of performing inherently governmental functions as described in FAR Parts 2 and 7. All Contractor personnel shall identify themselves as Contractor support personnel in all forms of communication with all entities with whom the IRS has business dealings. The Contractor shall:

- Answer all telephone calls and have a personalized voice message with an introductory statement including the fact the person is Contractor support personnel.
- Include a title block in all emails stating the person is Contractor support personnel. For example: Jane Doe, Professional Services Unit, Contractor Support to the IRS.
- Ensure those persons with whom the Contractor interacts with in any face-to-face, or video teleconferences, understands the person is Contractor support personnel.

Section D. Packaging and Marking

Packaging and marking required under this IDIQ contract will be specified at the individual order level.

Section E. Inspection and Acceptance

Inspection and inspection of service required under this IDIQ contract will be specified at the individual order level.

Section F. Deliveries or Performance

F.1 Period of Performance

The period of performance for the IDIQ will include a 12-month base Period and four (4) 12-month option periods.

Base Period	Award Date Anticipated FY24 4th Quarter
Option Period 1	9/2025 - 9/2026
Option Period 2	9/2026 - 9/2027
Option Period 3	9/2027 - 9/2028
Option Period 4	9/2028 - 9/2029

The period of performance of each order will be specified at the individual order level.

F.2 Place of Performance

The place of performance will be specified at the individual order level.

F.3 Delivery Schedule

The delivery schedule will be specified at the individual order level.

Section G. Contract Administration Data

G.1 Accounting and Appropriation Data

CLIN/SLIN/SC	Accounting Code	Obligation Amt	Period of Performance

G.2 Identification of Government Personnel

The Government reserves the right to administratively substitute any of the points of contact listed below at any time. The CO is the only person authorized to change this contract or orders issued. Thereunder, the Contractor shall not comply with any order, direction, or request of Government personnel- that would constitute a change - unless it is issued in writing and signed by the CO or is pursuant to specific authority otherwise included as part of this contract. If, in the opinion of the contractor an effort outside the existing scope of this contract is requested, the contractor shall promptly comply with the Notification of Changes clause of this contract.

Contracting Officer Name: Sharrye Favron

Contracting Officer Email Address: sharrye.n.favron@irs.gov

Other Point of Contact(s)

Contract Specialist (CS), Ronald Callender: ronald.a.callenderjr@irs.gov

Contract Specialist (CS), Davida Patton: davida.e.patton@irs.gov

IR1052.201-70 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 workday.
- (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)

IR 1052.232-9001 Electronic Invoicing and Payment Requirements for the Invoice Processing Platform (IPP) (JUL 2019)

- (a) Definitions:

"Short payment" as used in this clause means the partial payment of an invoice for goods/services actually rendered at the time of payment when the invoice includes additional goods/services that have not yet been provided/rendered.

“Short payment” example: The contract requires the delivery of a set number of items, with the price, delivery location, and delivery due date also specified. The vendor delivers 50% of the items as specified but invoices for 100% of the items. Before implementation of the IPP, the IRS would have paid the vendor for the items delivered and instructed the vendor to re-invoice the IRS when the balances of the items were delivered. In other words, the IRS would "short pay" the invoice since the IRS did not remit payment for the full invoice amount. With implementation of the IPP, the IRS can no longer do this because the IRS cannot accept an electronic invoice that includes items not yet received. The IRS will reject the invoice. The vendor needs to submit an invoice for only the items received by the IRS (in this case, 50%), and, if these items meet all other contract terms and conditions, the IRS will pay the invoiced amount. The vendor submits subsequent invoice(s) for items as they are delivered and accepted.

- (b) The Invoice Processing Platform (IPP) is a secure Web-based electronic invoicing and payment information service available to all Federal agencies and their suppliers. Effective October 1, 2012, invoicing for payment through the IPP will be mandatory for all new contract awards. Additional information regarding the IPP may be found at the IPP website address <https://www.ipp.gov>. Contractors must complete the contractor POC information below and submit it with their proposal submissions. Contractors may contact the IPP Helpdesk for assistance via e-mail at ippgroup@stls.frb.org or via phone

at (866) 973-3131. Once a contract award has been made, the contractor will be contacted by the IPP via e-mail to set-up an account. It will be necessary for contractors to login to their IPP accounts every 90 days to keep their IPP accounts active.

(c) Contractor POC Information

Contractor Name: _____
Contractor IPP POC Name: _____
Contractor Phone Number: _____
Contractor E-mail Address: _____

(d) Electronic Invoicing and Payment Requirements

Vendor invoices submitted electronically through the IPP should be in the proper format and contain the information required for payment processing. To be approved for payment, a “proper invoice” must list the items specified in FAR 52.232-25 (a)(3)(i) through (a)(3)(x), or in the case of a Commercial Item Contract, the items included in 52.212-4(g)(1)(i) through (g)(1)(x).

If the vendor is offering a discount via the IPP, the discount must be reflected on the invoice. The vendor will select 'Create Invoice'. The IPP system will default to 'Net 30 Prompt Pay' under the Payment Terms dropdown box. The vendor will select from 54 different discount options for the invoice that is being created. If the vendor chooses to offer a discount on the invoice screen, the information will interface to the payment system for processing. Discounts that are offered on attachments rather than the invoice itself cannot be accepted.

Under this contract, the following documents are required, at a minimum, to be submitted as an attachment to the invoice:

Contractor shall submit one (1) invoice per month to include all costs for both the Prime and any Subcontractors. The Contractor shall invoice for CAF funding per monthly invoice.

Please do not submit into IPP any documentation/attachments that conflict with what is stated on the invoice.

Payment and Invoice Questions:

For payment and invoice questions, contact the Ancillary Systems at **(304) 254-3372** or via e- mail at cfo.fm.ipp.customer.support@irs.gov.

(e) Waiver

If the Contractor is unable to use the IPP for submitting payment requests starting on October 1, 2012, then a waiver form must be completed and submitted with the contractor's proposal submission for review and approval by the CO based on one of the conditions listed in the waiver. The vendor will be notified prior to award as to whether their request for waiver has been approved or denied. If the waiver is granted, then a copy of the waiver must be submitted with each paper invoice that the vendor submits to the payment office, or the invoice will be returned.

(f) Short Payment

Short payment on vendor submitted invoices will no longer be processed or paid. If any portion of the invoice does not meet the requirements for a proper invoice, the entire invoice shall be rejected and returned to the vendor unpaid.

IRS IPP Waiver Form

The IRS invoicing and payment requirements clause (IR 1052.232-9000) requires that all invoices under

awards made (or effective) on or after October 1, 2012, be submitted electronically via the IPP unless a waiver is requested and granted. If the Contractor is unable to submit its invoice through the IPP, the Contractor shall complete this waiver form indicating the reason for the waiver request by selecting the appropriate box below and providing a narrative summarizing in detail the circumstances requiring a waiver. For a solicitation, submit the waiver form with the proposal submission. For a modification that incorporates the IPP clause into an existing contract, submit the waiver form with the modification. The CO will notify the vendor via e-mail or another appropriate means of communication prior to award as to whether their waiver has been approved or denied. If the waiver is granted, then a copy of the approved waiver must be submitted with each invoice that the vendor submits to the payment office, or the invoice will be returned. Reason for requesting a waiver of the requirement to submit an electronic invoice via the IPP:

1. Submission of invoices through IPP would impose a hardship on an individual (includes employees and sole proprietors) due to either a physical or mental disability; a geographic, language, or literacy barrier; or an undue financial burden. The requirement to submit invoices through the IPP is automatically waived for all individuals who do not have payment capability using ACH with a U.S. financial institution.
2. The political, financial or communications infrastructure where the place of business is located does not support access to the IPP for submitting invoices electronically.
3. The contractor is located within an area designated by the President of the United States or an authorized agency administration as a disaster area. (Please identify area/location.)
4. The submission of invoices electronically may pose a threat to national security, the life or physical safety of an individual may be endangered, or a law enforcement action may be compromised.
5. The agency does not expect to receive more than one invoice from the same contractor within a one-year period. i.e., the invoice submission is non-recurring.
6. The contractor customarily submits a high volume of invoices on a regular basis via file format, not currently supported by the IPP (i.e., uses a file format other than XML or CSV) and the high volume of invoices would cause a significant burden to the contractor if submitted through the IPP individually. If utilizing this exception, please identify the file formats supported by your invoicing system so that the IPP may consider implementing the requested file format at a later date. File format(s) used: _____
7. Other - Please explain: _____

Attach a separate sheet of paper with a summary narrative substantiating the circumstances for the waiver exception selected from above (1 through 7).

Waiver Submitted By:

Contractor Name

Name of Person Submitting Request for Waiver Title

Signature of Person Submitting Request for Waiver

E-mail Address

Phone No.

Contract/Order No.

Date Submitted

Waiver Approved By:

CO's Name Printed

CO's Signature

(End of clause)

Date

Section H: Special Contract Requirements

H.1 Non-Supervision and Identification of Contractor Employees

For any on-site contractor personnel assigned to a federal building as their work site, the Government will not exercise any supervision or control over contractor employees performing services under this contract. The contractor's (and subcontractors, if applicable) employees are accountable solely to the contractor's management, who in turn, is responsible for performance to the Government.

All Contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify them as such to avoid creating an impression in the minds of members of the public that they are Government officials. They shall also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed. Contractor personnel shall be required to obtain and wear badges in the performance of this service.

IR1052.204-70 Insider Threat Awareness Training (Jul 2016)

- (a) Definition. "Classified information," as used in this clause, is defined in FAR 2.101(b).
- (b) The Government has determined that access to classified information is necessary in performance of this contract.
- (c) Contractor personnel, including subcontractor personnel, determined to require access to classified information in performance of this contract shall successfully complete Insider Threat Awareness training initially and annually thereafter.
- (1) Failure of a contractor employee to successfully complete the training in paragraph (c) of this clause will result in their access to classified information being revoked until such time the training is successfully completed. The Government reserves the right to take additional action deemed necessary to protect its interests.
- (d) The Government may provide Contractor personnel access to a system for purposes of completing this training electronically.
- (e) The Contractor shall ensure all Contractor personnel, including subcontractor personnel comply with the requirements of this clause.
- (f) The Contractor shall include the substance of this clause in all subcontracts at any tier where subcontractor personnel will have access to classified information.

(End of Clause)

IR1052.204-9000 Submission of Security Forms and Related Materials (JUN 2021)

The Treasury Security Manual (TD P 15-71) sets forth investigative requirements for contractors and subcontractors who require staff-like access, wherever the location, to (1) IRS-owned or controlled facilities (unescorted); (2) IRS information systems (internal or external systems that store, collect, and/or process IRS information); and/or (3) IRS sensitive but unclassified (SBU) information.

"Staff-Like Access" is defined as authority granted to perform one or more of the following:

- Enter IRS facilities or space (owned or leased) unescorted (when properly badged);
- Possess login credentials to information systems (internal or external systems that store, collect, and/or process IRS information);
- Possess physical and/or logical access to (including the opportunity to see, read, transcribe, and/or interpret) SBU data; (See IRM 10.5.1 for examples of SBU data);
- Possess physical access to (including the opportunity to see, read, transcribe, and/or interpret) security items and products (e.g., items that must be stored in a locked container, security container, or a secure room. These items include, but are not limited to security devices/records, computer equipment-and identification media. For details see IRM 1.4.6.5.1, Minimum Protection Standards); or,
- Enter physical areas storing/processing SBU information (unescorted)

Staff-like access is granted to an individual who is not an IRS employee (and includes, but is not limited to: contractor/subcontractor personnel, whether procured by IRS or another entity, vendors, delivery persons, experts, consultants, paid/unpaid interns, other federal employee/contractor personnel, cleaning/maintenance personnel, etc.), and is approved upon required completion of a favorable suitability/fitness determination conducted by IRS Personnel Security.

For security requirements at contractor facilities using contractor-managed resources, please reference Publication 4812, Contractor Security & Privacy Controls. The contractor shall permit access to IRS SBU information or information system/assets only to individuals who have received staff-like access approval (interim or final) from IRS Personnel Security.

Contractor/subcontractor personnel requiring staff-like access to IRS equities are subject to (and must receive a favorable adjudication or affirmative results with respect to) the following eligibility/suitability pre- screening criteria, as applicable:

- IRS account history for federal tax compliance (for initial eligibility, as well as periodic checks for continued compliance while actively working on IRS contracts);
- Selective Service registration compliance (for males born after 12/31/59); Contractors must provide proof of registration which can be obtained from the Selective Service website at www.sss.gov;
- U.S. citizenship/lawful permanent residency compliance; If foreign-born, contractors must provide proof of U.S. citizenship or Lawful Permanent Residency status by providing their Alien Registration Number (“A” Number);
- Background investigation forms;
- Credit history;
- Federal Bureau of Investigation fingerprint results; and,
- Review of prior federal government background investigations.

In this regard, Contractor shall furnish the following electronic documents to Personnel Security (PS) at hco.ps.contractor.security.onboarding@irs.gov within 10 business days (or shorter period) of assigning (or reassigning) personnel to this contract/order/agreement and prior to the contractor (including subcontractor) personnel performing any work or being granted staff-like access to IRS SBU or IRS/contractor (including subcontractor) facilities, information systems/assets that process/store SBU information thereunder:

- IRS-provided Risk Assessment Checklist (RAC);
 - Non-Disclosure Agreement (if contract terms grant SBU access); and,
 - Any additional required security forms, which will be made available through PS and the COR.
- Contract Duration:

- a. Contractor (including subcontractor) personnel whose duration of employment is 180 calendar days

or more per year must meet the eligibility/suitability requirements for staff-like access and shall undergo a background investigation based on the assigned position risk designation as a condition of work under the Government contract/order/agreement.

- b. If the duration of employment is less than 180 calendar days per year and the contractor requires staff-like access, the contractor (including subcontractor) personnel must meet the eligibility requirements for staff-like access (federal tax compliance, Selective Service Registration, and US Citizenship or Lawful Permanent Residency), as well as an FBI Fingerprint result screening.
- c. For contractor (including subcontractor) personnel not requiring staff-like access to IRS facilities, IT systems, or SBU data, and only require infrequent access to IRS-owned or controlled facilities and/or equipment (e.g., a time and material maintenance contract that warrants access one or two days monthly), an IRS background investigation is not needed and will not be requested if a qualified escort, defined as an IRS employee or as a contractor who has been granted staff-like access, escorts a contractor at all times while the escorted contractor accesses IRS facilities, or vendor facilities where IRS IT systems hardware or SBU data is stored. As prescribed in IRM 10.23.2, escorting in lieu of staff-like access for IT systems and access to SBU data (escorted or unescorted) will not be allowed.

The contractor (including subcontractor) personnel will be permitted to perform under the contract/order/agreement and have staff-like access to IRS facilities, IT systems, and/or SBU data only upon notice of an interim or final staff-like approval from IRS Personnel Security, as defined in IRM

10.23.2 – Contractor Investigations, and is otherwise consistent with IRS security practices and related IRMs, to include, but not limited to:

- IRM 1.4.6 – Managers Security Handbook; IRM10.2.14 – Methods of Providing Protection; and IRM 10.8.1 - Policy and Guidance.

Current Investigation Reciprocity: Individuals who possess a prior favorably adjudicated Government background investigation that meets the scope and criteria required for their position may be granted interim staff-like access approval upon verification of the prior investigation, receipt of all required contractor security forms, and favorable adjudication of IRS pre-screening eligibility/suitability checks. If their current investigation meets IRS established criteria for investigative reciprocity, individuals will be granted final staff-like access, and will not be required to undergo a new investigation beyond an approved pre- screening determination.

Flow down of clauses: The contractor shall include and flow down, in its subcontracts (or arrangements or outsourced service agreements) that entails access to SBU information by a subcontractor, at any tier, the same FAR and local security or safeguard clauses or provisions for protecting SBU information or information systems that apply to and are incorporated in its prime contract with IRS.

(End of clause)

IR1052.204-9001 Notification of Change in Contractor Personnel Employment Status, Assignment, or Standing (JUN 2021)

The contractor, via e-mail (hco.ps.contractor.security.onboarding@irs.gov), shall notify the CO, COR, and Personnel Security within one (1) business day of the contractor (including subcontractor) becoming aware of any change in the employment status, information access requirement, assignment, or standing of a contractor (or subcontractor) personnel under this contract or order – to include, but not limited to, the following conditions:

- _ Receipt of the personnel's notice of intent to separate from employment or discontinue work under this contract/order;
- _ Knowledge of the personnel's voluntary separation from employment or performance on this contract/order (if no prior notice was given);

_ Transfer or reassignment of the personnel and performance of duties under this contract/order, in whole or in part, to another contract/order (and if possible, identify the gaining contract/order and representative duties/responsibilities to allow for an assessment of suitability based on position sensitivity/risk level designation);

_ Denial of or revocation of staff-like access as determined by IRS Personnel Security;

_ Separation, furlough or release from employment;

_ Anticipated extended absence of more than 45 days;

_ Change of legal name;

_ Change to employment eligibility;

_ Change in gender or other distinction when physical attributes figure prominently in the biography of an individual;

_ Actual or perceived conflict of interest in continued performance under this contract/order (provide explanation); or

_ Death.

When required by the COR, the contractor may be required to provide the information required by this clause to the IRS using the Risk Assessment Checklist (RAC) or security documents as identified by Personnel Security. The notice shall include the following minimum information:

_ Name of contractor personnel;

_ Nature of the change in status, assignment or standing (i.e., provide a brief non- personal, broad-based explanation);

_ Affected contract/agreement/order number(s);

_ Actual or anticipated date of departure or separation;

_ When applicable, the name of the IRS facility or facilities this individual routinely works from or has staff-like access to when performing work under this contract/order;

_ When applicable, contractor (including subcontractor) using contractor (or subcontractor) owned systems for work must ensure that their systems are updated to ensure personnel no longer have continued staff-like access to IRS work, either for systems administration or processing functions; and

_ Identification of any Government Furnished Property (GFP), Government Furnished Equipment (GFE), or Government Furnished Information (GFI) (to include Personal Identity Verification (PIV) credentials or badges – also referred to as SmartID Cards) provided to the contractor personnel and its whereabouts or status.

In the event the subject contractor (including subcontractor) is working on multiple contracts, orders, or agreements, notification shall be combined, and the cognizant COR for each affected contract or order (using the Contractor Separation Checklist (Form 14604 (Rev. 8- 2016)) shall be included in the joint notification along with Personnel Security. These documents (the RAC and security forms) are also available by email request to Personnel Security.

The vendor POC and the COR must ensure all badges, Smart Cards, equipment, documents, and other government furnished property items are returned to the IRS, systems accesses are removed, and Real Estate & Facilities Management is notified of federal workspace that is vacant.

As a rule, the change in the employment status, assignment, or standing of a contractor (or subcontractor) personnel to this contract or order would not form the basis for an excusable delay for failure to perform under the terms of this contract, order, or agreement.

Flow down of clauses. The contractor shall include and flow down, in its subcontracts (or arrangements or outsourced service agreements) that entails staff-like access to SBU information by a subcontractor, at any

tier, the same FAR and local security or safeguard clauses or provisions for protecting SBU information or information systems that apply to and are incorporated in its prime contract with IRS.

(End of clause)

IR1052.204-9002 IRS Specialized Information Technology (IT) Security Training (Role-Based) Requirements (JUN 2022)

- a. Consistent with the Federal Information Security Modernization Act of 2014 (FISMA), specialized information technology (IT) security training (role-based) shall be completed prior to access to Information Systems and annually thereafter by contractor and subcontractor personnel who have an IT security role or responsibility.
- b. Identifying contractor/subcontractor with a role or responsibility for IT security is completed by the Contractor, and verified by the COR, by completing the Risk Assessment Checklist (RAC). The roles listed in the RAC conform to those roles listed in the Internal Revenue Manual 10.8.1.2 that apply to contractor personnel. This process applies to new contractors/subcontractors, replacement personnel and for existing contractors/subcontractors whose roles change during their work on a contract. This includes, but is not limited to, having an approved elevated privilege to one or more IRS systems through the Business Entitlement Access Request System (BEARS).
- c. Prior to accessing any IT system, all contractor/subcontractor personnel must successfully complete all provisions of IR 1052.204-9000 Submission of Security Forms and Related Materials.
- d. In keeping with the Security Orientation outlined in IR 1052.224-9001, contractors/subcontractors designated on the Risk Assessment Checklist as performing a role shall complete approved training equal to the assigned hours within 5 business days of receiving the Personnel Security's memo approving staff-like access.
- e. Annual Requirements: Thereafter, on an annual basis within a FISMA year cycle beginning July 1st of each year, contractor/subcontractor personnel performing under this contract in the role identified herein is required to complete specialized IT security, role-based training by June 1st of the following year.
- f. Training Certificate/Notice: The contractor shall use the Government system identified by Cybersecurity to annually complete specialized IT security training (role-based). The COR will track the courses, hours completed and the adhere to the established due dates for each contractor/subcontractor personnel. Alternatively, courses may be completed outside of the Government system. Any courses taken outside of the Government system must be pre-approved by IRS Cybersecurity's FISMA Training Compliance team via the COR. Adequate information such as course outline/syllabus must be provided for evaluation. Once a course is approved, certificates of completion provided for each contractor/subcontractor shall be provided to COR in order to receive credit toward the required hours for the contractor/subcontractor personnel. Copies of completion certificates for externally completed course must be shared with the CO upon request.
- g. Administrative Remedies: A contractor/subcontractor who fails to complete the specialized IT security training (role-based) requirements, within the timeframe specified, may be subject to suspension, revocation, or termination (temporarily or permanently) of staff-like access to IRS IT systems.
- h. Flow down of clauses. The contractor shall include and flow down, in its subcontracts (or arrangements or outsourced service agreements) that entails staff-like access to SBU information by a subcontractor, at any tier, the same FAR and local security or safeguard clauses or provisions

for protecting SBU information or information systems that apply to and are incorporated in its prime contract with IRS.

(End of clause)

IR1052.209-9000 Notification - Organizational Conflicts of Interest (May 2018)

- a. The CO has determined there is a conflict or a potential for an organizational conflict of interest associated with the performance of work for this requirement. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5, Organizational Conflicts of Interest.
- b. The nature of this conflict is (COs shall describe the potential conflict of interest here in sufficient detail to allow a clear understanding by offerors/contractors).
- c. The offeror warrants that, to the best of his/her knowledge and belief, there are no relevant facts or circumstances which could give rise to an Organizational Conflict of Interest (OCI), as defined in the FAR Subpart 9.5, or that he/she has disclosed all such relevant information. Offerors are advised that misrepresentation of the facts or failure to provide the information requested by the CO may cause the removal of their proposal from further consideration for award.
- d. An offeror who believes that the performance of work under the contract may cause an OCI shall provide in its proposal to the Government a plan to mitigate the OCI. The plan will be evaluated to determine whether or not the plan effectively mitigates the potential conflict of interest such that the full scope of work contemplated by this solicitation can be performed by the offeror. The Senior Procurement Executive will then evaluate the mitigation plan and, if the plan is satisfactory, may grant a waiver to the offeror in accordance with FAR 9.503.
- e. Restrictions on the performance of work for this requirement and/or work on future contract requirements are set forth in the clause at 1052.905-9001 entitled Organizational Conflicts of Interest. The terms of the Organizational Conflict of Interest clause included in this solicitation are not subject to negotiations.

(End of Provision)

IR1052.209-9001 Organizational Conflicts of Interest (MAY 2018)

- (a) **Purpose:** The purpose of this clause is (1) to ensure that the contractor is not biased because of conflicting roles in financial, contractual, organizational, or other interests which relate to the work to be performed under this contract, and (2) to ensure the contractor does not obtain any unfair competitive advantage over other parties as a result of its work under this contract.
- (b) **Scope:** The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as the "contractor") in any activities related to this contract.

The term contractor includes the prime contractor, subcontractors, mentors, joint ventures, consultants, or any others acting in a similar capacity.
- (c) **Reporting:** The contractor shall immediately report to the CO any conflicts or potential conflicts that arise during the performance of work under this contract, including those that may surface at the subcontract level. Once reported, the CO may terminate the contract for convenience if such an action is in the best interest of the Government. However, should there be any misrepresentation of facts in reporting an OCI or a potential OCI, at the prime or subcontract level, or a complete failure to report such, the CO may impose the remedies provided in subparagraph(f) of this clause.
- (d) **Restrictions:** (The CO shall list appropriate restrictions for the acquisition. Listed below are three sample restrictions.)

- (1) The contractor shall not be eligible to participate in Internal Revenue Service contracts, subcontracts, or proposals which stem directly from the contractor's performance of work under this contract, for a period of years after the completion of this contract.
- (2) The contractor shall not perform any advisory or assistance services work under this contract for a period of years, unless directed to do so by the CO, if the contractor has been or is substantially involved in the developing or marketing of its products or services or the products or services of another firm.
- (3) If, under this contract, the contractor prepares a statement of work or specifications to be used in competitive acquisitions, the contractor shall be ineligible to perform or participate, in any capacity, in any acquisition which is based on said statement of work or specification for a period of years.
- (e) **Subcontracts:** The contractor shall include a clause, substantially similar to this clause, including this subparagraph, in all subcontracts (including purchase/delivery orders), teaming arrangements, and/or other agreements calling for the performance of work related to this contract unless exempted in writing by the CO.
- (f) **Remedies:** For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict at the time of or after award, the IRS may terminate the contract for default, disqualify the contractor from subsequent related efforts, and pursue such other administrative remedies as may be permitted by law or other terms and conditions of this contract.

(End of clause)

IR1052.209-9002 Notice and Consent to Disclose and Use of Taxpayer Return Information (May 2018)

(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 _____ on this offer.

I am aware that in the absence of this authorization, the taxpayer return information of _____ 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 certify that I have the authority to execute this consent on behalf of:

Offeror Name: _____

Offeror Taxpayer Identification Number: _____

Offeror Address: _____

Name of Individual Executing Consent: _____

Title of Individual Executing Consent: _____

Signature: _____

Date: _____

(End of Provision)

IR1052.210-70 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 CO. 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)

IR1052.215-9004 Key Personnel (MAY 2018)

The key personnel cited below are considered essential to the work being performed under this contract. If these individuals leave the Contractor's employ or are reassigned to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in enough detail to permit evaluation of the impact on the program. No diversion or

replacement shall be made by the Contractor without the written consent of the Contracting Officer.

Key Personnel Labor Category

(End of clause)

H.2 Order Level Key Personnel

Additional key personnel will be specified at the order level.

H.3 Removal of Key Personnel and Non-Key Personnel

The CO may require the immediate removal of any Contractor employee who is objectional, inconsistent between stated qualifications/experience and delivered work products, untimely delivery of work products, security compliance risk, incompetent, or endangers persons (including themselves) or property, or whose physical or mental condition is such that it would impair the employee's ability to satisfactorily perform the work.

Notification for removal may be in writing or verbal. The Contractor shall take immediate action to replace any dismissed employee. Personnel changes, regardless of cause, will not reduce the Contractor's obligation to perform work in accordance with the contract terms and conditions.

For any Contractor personnel who have been removed at the request of the Government, the Contractor shall provide an acceptable replacement within thirty (30) business days unless otherwise extended in writing by the CO. If the Contractor personnel being removed were identified as Key Personnel, the Contractor shall also supply the applicable CO and COR with their resume for review/approval.

The Contractor shall inform the Government within one (1) business day after a Contractor employee has given notice of intent to terminate employment. Key Personnel shall be replaced with similarly qualified and cleared personnel as documented on their individual resumes, which shall be received by the CO and COR for approval within fifteen (15) calendar days of initial notification. The replacement candidate shall be onboarded and available for work within thirty (30) business days after CO and COR approval.

IR1052.216-9000 Task/Delivery Order Contract Ombudsman (JUN 2020)

(a) In accordance with [DTAP 1016.505\(b\)\(8\)](#), the IRS Task/Delivery Order Ombudsman is the Policy and Procedures Section Chief.

(b) Ombudsman responsibilities: (1) address contractor concerns regarding compliance with the award procedures for task/delivery orders; (2) review contractor complaints on task/delivery order contracts; (3) ensure all contractors are afforded a fair opportunity to be considered for each task/delivery order; and (4) when requested, maintain strict confidentiality of the contractor/vendor requesting assistance.

(c) Exceptions: The Ombudsman shall not participate in: (1) the evaluation of proposals submitted on the basic contract; (2) the source selection process on the basic contract; or (3) the adjudication of formal contract disputes arising under the basic contract or any individual order issued under it.

(d) Interested parties may contact the Task/Delivery Order Ombudsman by sending correspondence to the Policy and Procedures Section Chief at proc.customer.service@irs.gov or via mail at: Internal Revenue Service, Office of Procurement Policy C7-430, 5000 Ellin Road, Lanham, MD. 20706.

(End of clause)

H.4 Ordering Procedures

All task orders under ASPS must be:

1. Solicited and awarded by a CO with the authority to award contracts for the Internal Revenue Service.
2. Be within the scope of the Performance Work Statement, attachments, and all other terms and conditions of the ASPS.
3. Identify the applicable labor categories in accordance with the ASPS IDIQ.
4. Comply with the ordering procedures in FAR Subpart 16.505, Ordering, and other applicable agency specific regulatory supplements.

The CO must tailor all optional clauses, provisions, and other applicable terms and conditions specific to the task order solicitation and award. Note: Master Contract terms and conditions take precedence over any conflicting task order terms and conditions.

All costs associated with the preparation, presentation, and discussion of the Offeror's proposal in response to a task order solicitation will be at the Offeror's sole and exclusive expense, and each Order will be funded by the ordering agency at the Order level.

Functional Category Selection

The Functional Categories are organized by functional groupings of related services. COs shall select the appropriate Functional Category and associated PSC for the task order solicitation based upon the preponderance of work in the requirement being solicited. Additionally, the CO is required to use the NAICS code assigned to the Functional Category on the task order. While requirements may contain functional elements that overlap multiple NAICS codes, only a single NAICS code may be solicited for any single requirement. Although a representative NAICS code is necessary for solicitation response, that NAICS code does not limit the kind of work that an Offeror may be able to perform within the Functional Category.

Fair Opportunity

ASPS has contract award groups identified across three (3) separate Functional Categories. Ordering off the ASPS IDIQ requires that all Contractors within one Functional Category be provided a fair opportunity to be considered for an individual task order exceeding the micro-purchase threshold, unless one of the exceptions at FAR 16.505(b)(2) applies. Pursuant to FAR 16.505(b)(1)(i), the CO may make an award, at or under the micro-purchase threshold, without seeking competitive quotations.

Task Order Protests

All task order protests shall follow the procedures in FAR 16.505(a)(10).

Work Completion Reporting

The Order CO will monitor the contract awardee's performance at the Order level to ensure it adheres to the applicable clause. The ASPS ACO may use this information when conducting its contractor assessment prior to exercising an option period. In the event a contract awardee does not adhere to the requirements of these clauses at the Order level, it could be grounds for not exercising the contractor's option period.

To ensure that the Offeror is in compliance with FAR 52.219-18 Notification of Competition Limited to Eligible 8(a) Participants, Offerors must demonstrate that for each task they comply as applicable and described below:

(a) Offers are solicited only from—

(1) Small business concerns expressly certified by the Small Business Administration (SBA) for participation in SBA's 8(a) program and which meet the following criteria at the time of submission of offer—

(i) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(ii) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by SBA;

(2) A joint venture, in which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause, that complies with 13 CFR 124.513(c); or

(3) A joint venture—

(i) That is comprised of a mentor and an 8(a) protégé with an approved mentor-protégé agreement under the 8(a) program;

(ii) In which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause; and

(iii) That complies with 13 CFR 124.513(c).

Per FAR clause 52.219-14,

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

Services (except construction), **it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities.**

Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract (FAR Clause 52.219-14(e)(1)).

In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions (FAR Clause 52.219-14(g)(2)).

For the ASPS IDIQ, the percentages of work completion stated in each clause above applies to each individual Order.

IR1052.224-9000 Safeguards Against Unauthorized Disclosure of Sensitive but Unclassified Information (NOV 2021)

1. Treasury Directive Publication 15-71 (TD P 15-71), Chapter III – Information Security, Section 24 – Sensitive But Unclassified Information defines SBU information as ‘any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (USC) (the Privacy Act) but which has not been specifically authorized under criteria established by an executive order or an act of Congress to be kept secret in the interest of national defense or foreign policy.’ SBU may be categorized in one or more of the following groups—
 - Federal Tax Information (FTI), including any information on or related to a tax return
 - Returns and Return Information
 - Sensitive Law Enforcement Information
 - Employee and Personnel Information
 - Personally Identifiable Information (PII)
 - Information Collected or Created from Surveys
 - Other Protected Information
2. Tax return or tax return information disclosed to the contractor can be used only for a purpose and to the extent authorized herein, and willful disclosure of any such tax return or tax return information for a purpose and to the extent unauthorized for provision of appraisal services to assist with the valuation of conservation easements constitutes a felony, punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Any such knowing or negligent unauthorized disclosure of tax return or tax return information may also result in an award of civil damages in an amount not less than \$1,000 plus costs with respect to each instance of unauthorized disclosure. These penalties are prescribed by the Internal Revenue Code, Sections 7213 and 7431; see also 26 CFR § 301.6103(n)-1.
3. Contractors who perform work at contractor (including subcontractor) managed sites using contractor or subcontractor managed IT resources shall adhere to the general guidance and specific privacy and security control requirements contained in Publication 4812, Contractor Security & Privacy Controls, IRM 10.23.2 - Personnel Security, Contractor Investigations, IRM 10.5.1 Privacy Policy, and IRM 10.8.1 - Information Technology (IT) Security, Policy, and Guidance. Publication 4812 and IRM 10.5.1, 10.8.1 and 10.23.2 provide comprehensive lists of all security, privacy, information protection and disclosure controls and guidance.
4. Eligibility, Fitness and Suitability. Contractor (including subcontractor) personnel hired for work within the United States or its territories and possessions and who require staff-like access, wherever the location, to IRS-owned or controlled facilities or work on contracts that involve the design, operation, repair, or maintenance of information systems, and/or require staff-like access to SBU information, must meet the eligibility requirements under IRM 10.23.2, Personnel Security, Contractor Investigations, and shall be subject to security screening and investigative processing, commensurate with the position sensitivity level, and in accordance with IRM 10.23.2, and TD P 15-71. Contractor (including subcontractor) personnel must be found both eligible and suitable, and approved for staff- like access (interim or final) by IRS Personnel Security prior to starting work on the contract/order, and before being granted access to IRS information systems or SBU information.
5. General Conditions for Allowed Disclosure. Any SBU information, in any format, made available to or created by the contractor (including subcontractor) personnel shall be treated as confidential information and shall be used only for the purposes of carrying out the requirements of this contract. Inspection by or disclosure to anyone other than duly authorized officer or personnel of

the contractor (including subcontractor) shall require prior written approval of the IRS. Requests to make such inspections or disclosures shall be addressed to the CO. Access to SBU information shall be provided on a “need to know” basis. SBU information shall never be indiscriminately disseminated, and no person shall be given access to (or allowed to retain) more SBU information than is needed for performance of their duties, and for which that individual has been authorized to receive as a result of having been successfully investigated, adjudicated, trained to receive, and what is strictly necessary to accomplish the intended business purpose and mission.

6. Nondisclosure Agreement. Consistent with TD P 15-71, Chapter II, Section 2, and IRM 10.23.2.15 - Nondisclosure Agreement for Sensitive but Unclassified Information, each contractor (including subcontractor) personnel who requires staff-like access to SBU information shall complete, sign and submit to Personnel Security – through the CO (or COR, if assigned) — an approved Nondisclosure Agreement prior to being granted staff-like access to SBU information under any IRS contract or order.
7. Training. All Contractor personnel assigned to this contract with staff-like access to SBU information must complete IRS-provided privacy and security awareness training, including the Privacy, Information Protection, and Disclosure training, as outlined in IR 1052.224-9001 Mandatory IRS Security Training for Information Systems, Information Protection and Facilities Physical Access. Contractor personnel required to take the Unauthorized Access to Taxpayer Data training must attest to understanding the penalties for unauthorized access, as instructed by the COR.
8. Encryption. All SBU information must be protected at rest, in transit, and in exchanges (i.e., internal, and external communications). The contractor (including subcontractor) shall employ encryption methods and tools to ensure the confidentiality, integrity, and availability of SBU information.
9. Particularly relevant to this clause are the updated sections to IRM 10.8.1 and Publication 4812 regarding email and text messages, alternative work sites, and incident management:
 - For email and text messaging, the contractor shall abide by IRM 10.8.1.4.17.2.2 “Electronic Mail (Email) Security”, IRM 10.5.1.6.8 “Email” plus all subsections, and IRM 10.8.2.2.1.18 “Contractor”; or Pub. 4812 section 28.3.1 “Electronic Mail (Email) Security,”. Included are requirements on encryption, subject line content, and restrictions on personal email accounts.
 - For alternate work sites the contractor shall abide by IRM 10.8.1.4.11.16 “PE-17 Alternate Work Site” or Publication 4812 section 21.16 “PE-17 Alternate Work Site,”. Included are requirements for incident reporting, encryption, and secure access.
10. Incident and Situation Reporting. Contractors and subcontractors are required to report a suspected or confirmed breach in any medium or form, electronically, verbally or in hardcopy form immediately upon discovery. All incidents related to IRS processing, information or information systems shall be reported immediately upon discovery to the CO, COR, and CSIRC. Contact the CSIRC through any of the following methods:

CSIRC Contacts: Telephone: 240.613.3606 E-mail to csirc@irs.gov

In addition, if the SBU information is or involves a loss or theft of an IRS IT asset, e.g., computer, laptop, router, printer, removable media (CD/DVD, flash drive, floppy, etc.), or non-IRS IT asset (BYOD device), or a loss or theft of hardcopy records/documents containing SBU data, including PII and tax information, the contractor shall report the incident/situation to the Treasury Inspector General for Tax Administration (TIGTA) hotline at (800) 366-4484.

11. Staff-Like Access to, Processing and Storage of Sensitive but Unclassified (SBU) Information. The contractor (including subcontractor) shall not allow contractor or subcontractor personnel to access, process or store SBU on Information Technology (IT) systems or assets located outside

the continental United States and its outlying territories.

Contractors (including subcontractors) utilizing their own IT systems or assets to receive or handle IRS SBU data shall not commingle IRS and non-IRS data.

12. Disposition of SBU Information. All SBU information processed during the performance of this contract, or to which the contractor (or subcontractor) was given staff-like access (as well as all related output, deliverables, or secondary or incidental by-products, information or data generated by the contractor or others directly or indirectly from the source material), regardless of form or format, shall be completely purged from all data storage components of the contractor's or subcontractor facilities and computer systems, and no SBU/Personally Identifiable Information (PII) information will be retained by the contractor either--

_ When it has served its useful, contractual purpose, and is no longer needed to meet the contractor's (including subcontractor) other, continuing contractual obligations to the IRS or

_ When the contract expires, or is terminated by the IRS (for convenience, default, or cause).

The contractor (including subcontractor) shall completely purge from its systems and any other storage, all SBU data, including PII and tax information (originals, copies, and derivative works) within 30 days of the point at which it has served its useful contractual purpose, or the contract expires or is terminated by the IRS (unless, the CO determines, and establishes, in writing, a longer period to complete the disposition of SBU data including PII and tax information).

The contractor shall provide to the IRS a written and signed certification to the COR that all SBU materials/information (i.e., case files, receipt books, PII and material, tax information, removable media (disks, CDs, thumb drives)) collected by, or provided to, the contractor have been purged, destroyed, or returned.

13. Records Management.

A. Applicability

This language applies to all Contractors whose personnel create, work with, or otherwise handle Federal records, as defined in Section B, regardless of the medium in which the record exists.

Contractor/subcontractor personnel are bound by the Records Management by Federal Agencies (44 U.S.C. Chapter 31) regarding the care and retention of federal records.

B. Definitions

"Federal record" as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal record:

1. includes [Agency] records;
2. does not include personal materials;
3. applies to records created, received, or maintained by Contractors pursuant to their [Agency] contract; and
4. may include deliverables and documentation associated with deliverables.

C. Requirements

1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not

limited to the Federal Records Act (44 U.S.C. chapters. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
3. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Contractors shall ensure that all IRS data and IRS-derived data are in commercially available or open and non-proprietary format for transition (back to IRS) in accordance with the National Archives and Records Administration (NARA) disposition guidance.
4. IRS and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of IRS or destroyed except for in accordance with the provisions of IRM 1.15.5, Relocating/Removing Records, the agency records schedules and with the written concurrence of the CO. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must immediately notify the appropriate CO. The CO must report the loss using the PII Breach Reporting Form. Privacy, Governmental Liaison and Disclosure (PGLD, Incident Management) will review the PII Breach Reporting Form and alert the Records and Information Management (RIM) Program Office that a suspected records loss has occurred. The agency must report promptly to NARA in accordance with 36 CFR 1230.
5. The Contractor shall immediately notify the appropriate CO immediately upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records, or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the [contract vehicle]. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to IRS control, or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand-carried, mailed, emailed, or securely electronically transmitted to the CO or address prescribed in the [contract vehicle]. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).
6. The Contractor is required to obtain the approval of the CO prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any sub- contractor) is required to abide by Government and [Agency] guidance for protecting sensitive, proprietary information, and controlled unclassified information.
7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with IRS policy.

8. The Contractor shall not create or maintain any records containing any non-public IRS information that are not specifically tied to or authorized by the contract.
 9. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974, Internal Revenue Code section 6103 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.
 10. IRS owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which IRS shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.
 11. Training. All Contractor personnel assigned to this contract who create, work with, or otherwise handle records are required to take IRS-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.
- D. Flow down of requirements to subcontractors
1. The Contractor shall incorporate the substance of this language, its terms, and requirements including this paragraph, in all subcontracts under this [contract vehicle], and require written subcontractor acknowledgment of same.
 2. Violation by a subcontractor of any provision set forth in this language will be attributed to the Contractor.
 3. Other Safeguards. [Insert any additional disclosure safeguards provided by the Program Office/COR or that the CO determines are necessary and in the best interest of the Government and not addressed elsewhere in the contract. If none are entered here, there are no other safeguards applicable to this contract action.]

(End of clause)

IR 1052.224-9001 Mandatory IRS Security Training for Information Systems, Information Protection and Facilities Physical Access (NOV 2022)

The Federal Information Security Modernization Act of 2014 (FISMA) requires each federal agency to provide periodic information security and privacy awareness training to all contractors/subcontractors involved in the management, use, or operation of Federal information and information systems. In addition, contractor/subcontractor personnel are subject to the Taxpayer Browsing Protection Act of 1997, which prohibits willful unauthorized inspection of returns and return information as defined in IRC 6103(b)(2) and details that any violation of the Act could result in civil and criminal penalties under IRC sections 7213, 7213A and 7431. Contractor/subcontractor personnel are subject to the Privacy Act of 1974 (5 U.S.C. 552a; Pub. L. No. 93-579), December 1974. Contractor/subcontractor personnel are bound by the Records Management by Federal Agencies (44 U.S.C. Chapter 31) regarding the care and retention of federal records.

1. The contractor must ensure all new contractor/subcontractor personnel complete all assigned briefings which are based on the responses provided on the Risk Assessment Checklist Form 14606. These responses pertaining to access to any IRS system, including basic LAN, email and internet; access to any Sensitive but Unclassified (SBU) data; and access to any IRS facility. Since new contractor/subcontractor personnel will not have access to the IRS training system, the COR shall provide softcopy versions of each briefing.
 - i. Exception: Contractor personnel (including subcontractors) performing under IRS contracts with

Nonprofit Agencies Employing People Who Are Blind or Severely Disabled (as described in FAR Subpart 8.7) are exempted from the aforementioned briefing requirements, unless the contractor requests access to the training, or there is a compelling justification for requiring the training that is approved by the Contracting Officer (CO). An example of this would be in an instance where visually impaired personnel is assigned to perform systems development and has potential staff-like access to IRS information.

- ii. Contractor/subcontractor personnel working with IRS information at contractor-controlled facilities with no access to the IRS network will be subject to all mandatory briefing excepting the Facilities Management Physical Security briefing as outlined in Publication 4812.
- iii. Service Personnel: Inadvertent Sensitive Information Access Training

Contractor personnel performing: (i) janitorial and cleaning services (daylight operations), (ii) building maintenance, or (iii) other maintenance and repair and need staff-like access to IRS facilities are required to complete Inadvertent Access to Sensitive Information (SBU) Access training.

- iv. Service Personnel Security and Privacy Awareness Training: Contractor personnel providing services in the following categories are required to complete FMSS Physical Security Training:
 - Medical;
 - Cafeteria;
 - Landscaping;
 - Janitorial and cleaning (daylight operations);
 - Building maintenance; or
 - Other maintenance and repair

- 2. In combination these mandatory briefings are known as IRS Security Awareness Training (SAT). The topics covered are: Cybersecurity Awareness, Privacy Information Protection and Disclosure, Unauthorized Access to Taxpayer Data, Records Management, Inadvertent Sensitive Information Access, Insider Threat and/or Facilities Physical Security. The completion of the assigned mandatory briefings constitutes the completion of the Security Orientation.
- 3. The SAT must be completed by contractor/subcontractor personnel within 5 business days of successful resolution of the suitability and eligibility for staff-like access as outlined in IR 1052.204-9000 Submission of Security Forms and Related Materials and before being granted access to SBU data. The date listed on the memo provided by IRS Personnel Security shall be used as the commencement date.

Note: To be authorized, all personnel must complete required training (IRS annual and role-based privacy, information protection, and disclosure training requirements, Unauthorized Access [UNAX] awareness briefings, records management briefings, and all other specialized privacy training) and background investigations before given access to SBU data (including PII and tax information). [OMB A- 130]

- 4. Training completion process:

The contractor must submit confirmation of completed SAT mandatory briefings for each contractor/subcontractor personnel by either:

- i. Using Form 14616 signed and dated by the individual and authorized contractor management entity and returned to the COR. This option is used for new contractor/subcontractor personnel and any that do not have an IRS network account.
 - ii. Using the IRS training system which is available to all contractors with IRS network accounts
- 5. Annual Training. For contracts/orders/agreement exceeding one year in length, either on a multiyear

or multiple year basis, the contractor must ensure that personnel complete assigned SAT mandatory briefings annually no later than October 31st of the current calendar year. The contractor must submit confirmation of completed annual SAT on all personnel unable to complete the briefings in the IRS training systems by submitting completed Form 14616 assigned to this contract/order/agreement, via email, to the COR, upon completion.

6. Contractor's failure to comply with IRS privacy and security policy (to include completion and certification of SAT requirements within the timeframe specified) may be subject to suspension, revocation or termination (temporarily or permanently) of staff-like access to IRS IT systems and facilities.
7. Flow down of clauses. The contractor shall include and flow down, in its subcontracts (or arrangements or outsourced service agreements) that entails staff-like access to SBU information by a subcontractor, at any tier, the same Federal Acquisition Regulation (FAR) and local privacy and security or safeguard clauses or provisions for protecting SBU information or information systems that apply to and are incorporated in its prime contract with IRS.

(End of clause)

IR1052.239-9000 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:

☒ **Chapter 6: Support Documentation and Services**

☒ 601 General

☒ 601.1

☒ 602 Support Documentation

☒ 602.1 ☒ 602.2 ☒ 602.3 ☒ 602.4

☒ 603 Support Services

☒ 603.1 ☒ 603.2 ☒ 603.3

(End of clause)

IR 1052.239.9002 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

☒ **Chapter 5: Software**

☒ 501 General
☒ 501.1
☒ 502 Interoperability with Assistive Technology
☒ 502.1 ☒ 502.2 ☒ 502.3 ☒ 502.4(A-G)
☒ 503 Applications
☒ 503.1 ☒ 503.2 ☒ 503.3 ☒ 503.4
☒ 504 Authoring Tools
☒ 504.1 ☒ 504.2 ☒ 504.3 ☒ 504.4

☒ **Chapter 7: Referenced Standards**

☒ 701 General
☒ 701.1
☒ 702 Incorporation by Reference
☒ 702.1 ☐ 702.2 ☒ 702.3 ☒ 702.4 ☐ 702.5 ☐ 702.6 ☐ 702.7 ☐ 702.8 ☐ 702.9
☒ 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.

☒ **Chapter 3: Functional Performance Criteria**

☒ 301 General
☒ 301.1
☒ 302 Functional Performance Criteria
☒ 302.1 ☒ 302.2 ☒ 302.3 ☒ 302.4 ☒ 302.5 ☒
☒ 302.6 ☒ 302.7 ☒ 302.8 ☒ 302.9

(End of clause)

IR1052.239-9003 Section 508 Accessibility of Information and Communication Technology (100% Compliance) (DEC 2019)

Each [information and communication technology \(ICT\)](#) product or service furnished under this contract shall comply with the Information and Communication Technology Accessibility Standards (36 CFR, Appendix C to Part 1194). If the Contracting Officer determines any furnished products or services are not in compliance with the contract, the Contracting Officer will apply the remedies described under FAR 52.246-2, Inspection of Supplies – Fixed Price or FAR 52.246-4, Inspection of Services – Fixed Price. 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

☒ **Chapter 5: Software**

- ☒ 501 General
 - ☒ 501.1
- ☒ 502 Interoperability with Assistive Technology
 - ☒ 502.1 ☒ 502.2 ☒ 502.3 ☒ 502.4(A-G)
- ☒ 503 Applications
 - ☒ 503.1 ☒ 503.2 ☒ 503.3 ☒ 503.4
- ☒ 504 Authoring Tools
 - ☒ 504.1 ☒ 504.2 ☒ 504.3 ☒ 504.4

☒ **Chapter 7: Referenced Standards**

☒ 701 General

☒ 701.1

☒ 702 Incorporation by Reference

☒ 702.1 ☐ 702.2 ☒ 702.3 ☒ 702.4 ☐ 702.5 ☐ 702.6 ☐

702.7 ☐ 702.8 ☐ 702.9 ☒ 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.

☒ **Chapter 3: Functional Performance Criteria**

☒ 301 General

☒ 301.1

☒ 302 Functional Performance Criteria

☒ 302.1 ☒ 302.2 ☒ 302.3 ☒ 302.4 ☒ 302.5 ☒

302.6 ☒ 302.7 ☒ 302.8 ☒ 302.9

(End of clause)

IR1052.239-9007 Staff-Like Access, Use or Operation of IRS Information Technology (IT) Systems by Contractors (JUN 2022)

In performance of this contract, the contractor agrees to comply with the following requirements and assumes responsibility for compliance by its personnel and subcontractors (and their personnel):

1. IRS Information Technology Security Policy and Guidance. All current and new IRS contractor (including subcontractor) personnel authorized staff-like access to Treasury/IRS owned or controlled facilities and information systems, or work, wherever located, on those contracts, which involve the design, operation, repair or maintenance of information systems and staff-like access to Sensitive But Unclassified (SBU) information shall comply with the IRS Information Technology Security Policy and Guidance, Internal Revenue Manual (IRM) 10.8.1 Policy and Guidance, 10.8.2 IT Security Roles and Responsibilities, and IRS Publication 4812 Contractor Security & Privacy Controls.

Copies of IRM 10.8.1 and 10.8.2 are available at <http://www.irs.gov/irm/>. This requirement applies to contractors who are using contractor/subcontractor-managed systems, including laptop computers, workstations, servers, and other IT resources at contractor managed facilities. A copy of the most recent version of Publication 4812 is available at <https://www.irs.gov/pub/irs-pdf/p4812.pdf>.

2. Staff-Like Access Request and Authorization. Within ten (10) business days after contract award or issuance of an order, the contractor shall provide the CO's Representative (COR) and Personnel Security, via email to hco.ps.contractor.security.onboarding@irs.gov list of names of all applicable contractor and subcontractor personnel and the IRS location(s) identified in the contract for which staff-like access is requested. Personnel Security will conduct an initial screening to determine eligibility and suitability for staff-like access in accordance with IRM 10.23.2, Contractor Investigations, and Department of the Treasury Security Manual (TD P) 15-71, Chapter II, Section
3. Contractor and subcontractor personnel are not permitted to begin work on the contract or order until approved for interim staff-like access (at a minimum) as defined in IRM10.23.2. This is consistent with IRS security and privacy practices and related IRMs, to include, but not limited to, IRM 1.4.6 – Managers Security Handbook, IRM 10.2.14 – Methods of Providing Protection, IRM 10.5.1 – Privacy Policy and IRM 10.8.1 - Policy and Guidance. Upon notification of a favorable suitability determination and interim staff-like approval, the COR will complete a

Business Entitlement Access Request System (BEARS), Automated Information System User Registration/Change Request, for each prime or subcontractor personnel and require an electronic signature from each such personnel indicating the contractor personnel has read and fully understands the security requirements governing staff-like access to the Service's IT systems.

3. Remote Staff-Like Access. If the contract authorizes staff-like access to IRS IT systems, information, or assets remotely; that is, from the contractor or other facility, office, or site, the requirements of this clause governs, as well as the general guidance and specific security and privacy control standards in IRS Publication 4812, Contractor Security & Privacy Controls.
4. Contractor Acknowledgement. The contractor also acknowledges and agrees: (a) That personnel must comply with all laws, IRS system security rules and security policies, standards, and procedures, and (b) That any one of its personnel unsanctioned, negligent, or willful violation of the laws, system security rules, and security and privacy policies, standards, and procedures may result in the revocation of staff-like access to IRS information technology systems, immediate removal from IRS premises and the contract, and may be subject to arrest by Federal law enforcement agents.
5. Limited Personal Use of Government IT Resources.
 - a. Contractor (including subcontractor) personnel, like Federal employees, have no inherent right to use Government IT resources and this policy does not create the right to use Government IT resources for nongovernmental purposes. See IRM 10.8.27, Exhibit 10.8.27-1, Prohibited Uses of Government IT Resources, for specific examples of prohibited uses. See Title 5 - Code of Federal Regulations (CFR) - Part 734 – Political Activities of Federal Employees, for specific examples of prohibited political activities.
 - b. Contractors and subcontractors are required to report a suspected or confirmed breach in any medium or form, electronically, verbally or in hardcopy form, immediately upon discovery. All incidents related to IRS processing, information or information systems shall be reported immediately upon discovery to the CO, COR, and CSIRC. Contact the CSIRC through any of the following methods:

Telephone: 240.613.3606 E-mail csirc@irs.gov

- Information about unclassified cyber security incidents of a sensitive nature shall be transmitted using secure messaging or alternative forms of encryption.
 - If the incident involves the loss or theft of an IRS IT asset, e.g., computer, laptop, router, printer, removable media (CD/DVD, flash drive, floppy, etc.), or non-IRS IT asset (BYOD device), or a loss or theft of hardcopy records/documents containing SBU data, including PII and tax information, the contractor shall also report the incident/situation to the Treasury Inspector General for Tax Administration (TIGTA) hotline at 800-366- 4484.
6. Replacement Personnel. Contractor personnel who violate any conditions set forth in the clause are subject to removal from performance under the contract. The Government will provide notice to the Contractor of any contractor personnel no longer eligible for performance under the contract. The Contractor shall provide the name of the proposed replacement personnel to the CO and COR within five

(5) business days from receipt of notice. The Contractor shall ensure replacement personnel have similar or equal credentials to the personnel being replaced.

7. Monitoring Notification. IRS management retains the right to monitor both the content and the level of access of contractor personnel use of IRS IT systems. Contractor personnel do not have a right, nor should they have an expectation, of privacy while using any IRS information technology system at any time, including accessing the Internet or using e-mail.

8. Security Reports and Information. If any reports are required, the COR may direct the submission of such reports and information through a specific IRS application, to be determined, or the entry of specific information into the application or system.
9. Subcontracts. The Contractor shall incorporate this clause in all subcontracts, subcontract task or delivery orders or other subcontract performance instrument where the subcontractor personnel will require staff-like access, use or operation of IRS information technology systems.
10. Flow down of clauses: The contractor shall include and flow down, in its subcontracts (or arrangements or outsourced service agreements) that entails access to SBU information by a subcontractor, at any tier, the same FAR and local security, privacy or safeguard clauses or provisions for protecting SBU information or information systems that apply to and are incorporated in its prime contract with IRS.

(End of clause)

IR1052.239-9008 Information Systems and Information Security Controls for Contracting Actions Subject to Internal Revenue Manual (IRM) 10.8.1 (JUN 2021)

In performance of this contract, the contractor agrees to comply with the following requirements and assumes responsibility for compliance by its personnel and subcontractors (and their personnel):

- a. General. The contractor shall ensure IRS information and information systems are protected at all times. The contractor shall develop, implement, and maintain effective controls and methodologies in its business processes, physical environments, and human capital or personnel practices that meet or otherwise adhere to the security and privacy controls, requirements, and objectives described in applicable security and privacy control guidelines, and their respective contracts.
- b. IRM 10.5.1 and IRM10.8.1 Applicability. This contract action is subject to Internal Revenue Manual (IRM) Part 10.8.1– Information Technology (IT) Security, Policy, and Guidance, and IRM 10.5.1 – Privacy Policy. The contractor shall adhere to the general guidance and specific security and privacy control standards or requirements contained in IRM10.5.1 and 10.8.1. While the IRM 10.8.1 shall apply to the requirements to access systems, and IRM 10.5.1 shall apply to access SBU data, IRS Publication 4812, Contractor Security & Privacy Controls, may also govern as addressed in another clause. It will address the requirements related to physical and personnel security that must continue to be maintained at contractor sites.
- c. Based on the Federal Information Security Modernization Act of 2014 (FISMA), and standards and guidelines developed by the National Institute of Standards and Technology (NIST), IRM 10.8.1 provides overall IT security control guidance for the IRS, and uniform policies and guidance to be used by each office, or business, operating, and functional unit within the IRS that uses IRS information systems to accomplish the IRS mission.
- d. Contractor Security Representative. The contractor shall assign and identify, in its offer, a Contractor Security Representative (CSR) and alternate CSR to all contracts requiring staff-like access to IRS information, information technology and systems, facilities, and/or assets. The CSR is the contractor’s primary point for the Government on all security-related matters and the person responsible for ensuring the security and privacy of information and information systems in accordance with the terms and conditions of the contract and all applicable security controls.
- e. Flow down of clauses. The contractor shall include and flow down, in its subcontracts (or arrangements or outsourced service agreements) that entail staff- like access to SBU information by a subcontractor or agent, at any tier, the same FAR and local security or safeguard clauses or provisions for protecting SBU information or information systems that apply to and are incorporated in its prime contract with IRS.

(End of clause)

IR1052.239-9009 Information Systems and Information Security Controls for Contracting Actions Subject to IRS Publication 4812 (NOV 2022)

Publication 4812 Contractor Security & Privacy is an IRS specific guide to NIST SP 800-53 Release 5 when staff-like access to IRS information or information systems under contracts for services on behalf of the IRS is outside of IRS controlled facilities or the direct control of the Service (as opposed to Internal Revenue Manual 10.8.1 - Information Technology (IT) Security, Policy and Guidance, which applies when contractors are accessing IRS information and information systems at Government controlled facilities).

The IRS Publication 4812 is a living document and updated annually to reflect changes from Executive Orders, OMB requirements, NIST updates, etc. The current version of Publication 4812 is located on the [irs.gov](https://www.irs.gov) website.

In performance of this contract, the contractor agrees to comply with the following requirements and assumes responsibility for compliance by its personnel and subcontractors (and their personnel):

1. The contractor shall ensure IRS information and information systems (those of the IRS and/or the contractor, as appropriate) are protected at all times. To do so, the contractor shall develop, implement, and maintain effective controls and methodologies in its business processes, physical environments, and human capital or personnel practices that meet or otherwise adhere to the security and privacy controls, requirements, and objectives described in applicable security and privacy control guidelines, and their respective contracts.
 - a. Publication 4812 applicability. This contracting action is subject to Publication 4812–Contractor Security & Privacy Controls. Publication 4812 is available at: Publication 4812 is available at: <https://www.irs.gov/pub/irs-pdf/p4812.pdf>
 - b. The contractor shall adhere to the general guidance and specific security control standards or requirements contained in Publication 4812. By inclusion of this clause in the contract, the most recent version of Publication 4812 is incorporated into the contract and has the same force and effect as if included in the main body of the immediate contract.
2. Flowing down from the Federal Information Security Modernization Act of 2014 (FISMA) and standards and guidelines developed by the National Institute of Standards and Technology (NIST), Publication 4812 identifies basic Technical, Operational, and Management (TOM) security and privacy controls and standards required of under contracts for services in which contractor (or subcontractor) personnel will either—
 - a. Have staff-like access to, develop, operate, or maintain IRS information or information systems on behalf of the IRS (or provide related services) outside of IRS facilities or the direct control of the Service, and/or
 - b. Have staff-like access to, compile, process, or store IRSSBU information on their own information systems/Information Technology (IT) assets or that of a subcontractor or third-party Service Provider, or when using their own information systems (or that of others) and on IT, or Electronic Information and Technology (EIT) (as defined in FAR Part 2) other than that owned or controlled by the IRS.
3. Unless the manual specifies otherwise, the IRS-specific requirements in Publication 4812 meet the standard from the latest version of the NIST Special Publication (SP) 800-53 Release 5–Federal Information Systems and Organizations. The security and privacy controls, requirements, and standards described within the Publication 4812 are to be used in lieu of the common, at-large security and privacy control standards enumerated in the latest version of NIST SP 800-53 Release 5.

Publication 4812 also describes the framework and general processes for conducting contractor security reviews—performed by IT Cybersecurity—to monitor compliance and assess the effectiveness of security

and privacy controls applicable to any given contracting action subject to Publication 4812.

4. Contractor Security Representative. The contractor shall assign and identify, upon award, a Contractor Security Representative (CSR) and alternate CSR to all contracts requiring staff-like access to Treasury/bureau information, information technology and systems, facilities, and/or assets. The CSR is the contractor's primary point for the Government on all security-related matters and the person responsible for ensuring the security of information and information systems in accordance with the terms and conditions of the contract and all applicable security and privacy controls.
5. Flow down of clauses. The contractor shall include and flow down, in its subcontracts (or arrangements or outsourced service agreements) that entails staff-like access to SBU information by a subcontractor, at any tier, the same Federal Acquisition Regulation (FAR) and local security, privacy or safeguard clauses or provisions for protecting SBU information or information systems that apply to and are incorporated in its prime contract with IRS. IRS Publication 4812 also applies to subcontractors.

(End of clause)

IR1052.239-9010 Information System and Information Security Control Standards and Guidelines Applicability (Jun 2021)

As part of its information security program, IRS identifies security controls for the organization's information and information systems in the following three key standards and guiding documents:

- Internal Revenue Manual (IRM) 10.8.1 - Information Technology (IT) Security, Policy and Guidance, and
- IRM 10.5.1 - Privacy Policy, and
- Publication 4812 - Contractor Security & Privacy Controls.

While IRM 10.8.1 and Publication 4812 are both based on the latest version of NIST SP 800-53, they apply to different operating environments-internal and external to the organization, respectively.

The contractor, by signing its offer, hereby asserts to the best of its knowledge and belief that the security and privacy control guideline(s) most suitable and applicable to the immediate contracting action, with due consideration to its proposed approach (and work environment) for fulfilling the Government's requirements and standards for applicability described herein, is as follows (check only one block):

☐IRM 10.8.1 ☐Publication 4812 ☐Both IRM 10.8.1 and Publication 4812

Unless IRS Cybersecurity, (Contractor Security Assessment - CSA) determines, through a notification to the Contractor by the CO, that a different (or a second) security control standard or guideline is warranted, the security level selected/applied for by the contractor under IR 1052.239-9010 shall stand. In the event IRS Cybersecurity (Contractor Security Assessment - CSA) determines a different (or second) security control standard or guideline is warranted, the CO shall advise the contractor, in writing, of the Government determination, and reflect the correct/appropriate security control standard or guideline in the ensuing contract.

a. If Publication 4812 is selected (alone or in combination with IRM 10.8.1) as the most suitable security control guideline, the contractor must identify, as part of its proposal submissions (or its submissions under any modification to an existing contract incorporating this clause), the most suitable security control level within the following hierarchy of security control levels (from lowest or highest):

- Software Application Development or Maintenance (SOFT)
- Networked Information Technology Infrastructure (NET)

(See Publication 4812, Appendix C for guidance in selecting the security control level most suitable and appropriate to the immediate contracting action. If additional guidance is needed in selecting the security

control level, contact IRS Cybersecurity (Contractor Security Assessment - CSA).)

b. The contractor, by signing its offer, hereby asserts to the best of its knowledge and belief that the security control level under Publication 4812 most suitable and applicable to the immediate contracting action, with due consideration to its proposed approach (and work environment) and standards for applicability described herein, is as follows (check only one):

☐SOFT ☐NET

c. Unless IRS Cybersecurity (Contractor Security Assessment - CSA) determines that a different (higher or lower) security control level is warranted for contracts subject to the most recent version of Publication 4812, the security level selected/applied for by the contractor will govern throughout the life of the contract. In the event the IRS Cybersecurity (Contractor Security Assessment - CSA) determines a different (higher or lower) security level is warranted, the CO will advise the contractor, in writing, of the Government determination. At the end of the contract, for all security levels, the contractor must provide a plan and document the implementation of this plan to ensure that all hard copy and electronic data is returned to the IRS, sanitized, or destroyed.

d. Failure by the contractor to check any block will result in the use of both guidelines (for the Publication 4812 portion, use of the most stringent security control level (Software)) until and unless IRS Cybersecurity (Contractor Security Assessment - CSA), determines otherwise via notification to the Contractor by the CO.

e. Flow down of clauses. The contractor shall include and flow down, in its subcontracts (or arrangements or outsourced service agreements) that entails staff-like access to SBU information by a subcontractor, at any tier, the same Federal Acquisition Regulation (FAR) and local security or safeguard clauses or provisions for protecting SBU information or information systems that apply to and are incorporated in its prime contract with IRS.

(End of Provision)

IR1052.242-70 Post Award Conference (Jan 2017)

(a) A post award conference will be held with the successful offeror.

(b) The post award conference will be held in person. The Contracting Officer or authorized designee will provide the Contractor with the date, time, and location as well as agenda for the post award conference.

(End of Clause)

IR1052.242-9000 Post Award Evaluation of Contractor Performance (JUNE 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)

Part II

SECTION I. Contract Clauses/Provisions

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

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 CLAUSES "INCORPORATED

BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an <https://www.acquisition.gov/far> for electronic access to the full text of a clause.

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 CO will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov>

CLAUSE NO.	TITLE	DATE
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEPT 2007
52.203-16	Preventing Personal Conflicts of Interest	JUN 2020
52.203-18	Prohibition on Contracting with Entities That Require Certain Internal Confidentiality Agreements or Statements - Representation	JAN 2017
52.204-2	Security Requirements	MAR 2021
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services	SEP 2023
52.212-4	Contract Terms and Conditions –Commercial Items	NOV 2023
52.212-4 ALT I	Contract Terms and Conditions –Commercial Items Alt I	NOV 2021
52.215-8	Order of Precedence-Uniform Contract Format	OCT 1997
52.222-2	Payment for Overtime Premiums	JUL 1990
52.223-10	Waste Reduction Program	MAY 2011
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright	JUN 2020
52.228-5	Insurance - Work on a Government Installation	JAN 1997
52.228-7	Insurance - Liability to Third Persons	MAR 1996
52.229-3	Federal, State, and Local Taxes	FEB 2013
52.230-2	Disclosure And Consistency of Cost Accounting Practices	JUN 2020
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts	NOV 2021
52.232-18	Availability of Funds	APR 1984
52.232-22	Limitation of Funds	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	DEC 2022
52.244-2	Subcontracts	JUN 2020

52.245-1	Government Property	SEP 2021
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
1052.210-70	Contractor Publicity	APR 2015
1052.219-75	Mentor Requirements and Evaluation	AUG 2011
1052.228-70	Insurance	APR 2015

FAR 31.205-46 Travel Costs

(a) Costs for transportation, lodging, meals, and incidental expenses.

(1) Costs incurred by contractor personnel on official company business are allowable, subject to the limitations contained in this subsection. Costs for transportation may be based on mileage rates, actual costs incurred, or on a combination thereof, provided the method used results in a reasonable charge. Costs for lodging, meals, and incidental expenses may be based on per diem, actual expenses, or a combination thereof, provided the method used results in a reasonable charge.

(2) Except as provided in paragraph (a)(3) of this subsection, costs incurred for lodging, meals, and incidental expenses (as defined in the regulations cited in (a)(2)(i) through (iii) of this section) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the-

(i) Federal Travel Regulations, prescribed by the General Services Administration, for travel in the contiguous United States, available on a subscription basis from the-

Superintendent of Documents

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Stock No.922-002-00000-2;

(ii) Joint Travel Regulation, Volume2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, and outlying areas of the United States, available on a subscription basis from the-

Superintendent of Documents

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Stock No.908-010-00000-1; or

(iii) Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in (a)(2)(i) and (ii) of this paragraph, available on a subscription basis from the-

Superintendent of Documents

U.S. Government Publishing Office

Washington, DC 20402

Stock No.744-008-00000-0.

(3) In special or unusual situations, actual costs in excess of the above-referenced maximum per diem rates are allowable provided that such amounts do not exceed the higher amounts authorized for Federal civilian employees as permitted in the regulations referenced in (a)(2)(i), (ii), or (iii) of this section. For such higher amounts to be allowable, all of the following conditions must be met:

(i) One of the conditions warranting approval of the actual expense method, as set forth in the regulations

referenced in paragraphs (a)(2)(i), (ii), or (iii) of this section, must exist.

(ii) A written justification for use of the higher amounts must be approved by an officer of the contractor's organization or designee to ensure that the authority is properly administered and controlled to prevent abuse.

(iii) If it becomes necessary to exercise the authority to use the higher actual expense method repetitively or on a continuing basis in a particular area, the contractor must obtain advance approval from the contracting officer.

(iv) Documentation to support actual costs incurred shall be in accordance with the contractor's established practices, subject to paragraph (a)(7) of this section, and provided that a receipt is required for each expenditure of \$75.00 or more. The approved justification required by paragraph (a)(3)(ii) of this section and, if applicable, paragraph (a)(3)(iii) of this section must be retained.

(4) Paragraphs (a)(2) and (3) of this section do not incorporate the regulations cited in paragraphs (a)(2)(i), (ii), and (iii) of this section in their entirety. Only the maximum per diem rates, the definitions of lodging, meals, and incidental expenses, and the regulatory coverage dealing with special or unusual situations are incorporated herein.

(5) An advance agreement (see [31.109](#)) with respect to compliance with paragraphs (a)(2) and (3) of this subsection may be useful and desirable.

(6) The maximum per diem rates referenced in paragraph (a)(2) of this subsection generally would not constitute a reasonable daily charge-

(i) When no lodging costs are incurred; and/or

(ii) On partial travel days (*e.g.*, day of departure and return).

Appropriate downward adjustments from the maximum per diem rates would normally be required under these circumstances. While these adjustments need not be calculated in accordance with the Federal Travel Regulation or Joint Travel Regulations, they must result in a reasonable charge.

(7) Costs shall be allowable only if the following information is documented-

(i) Date and place (city, town, or other similar designation) of the expenses;

(ii) Purpose of the trip; and

(iii) Name of person on trip and that person's title or relationship to the contractor.

(b) Airfare costs in excess of the lowest priced airfare available to the contractor during normal business hours are unallowable except when such accommodations require circuitous routing, require travel during unreasonable hours, excessively prolong travel, result in increased cost that would offset transportation savings, are not reasonably adequate for the physical or medical needs of the traveler, or are not reasonably available to meet mission requirements. However, in order for airfare costs in excess of the above airfare to be allowable, the applicable condition(s) set forth above must be documented and justified.

(c)

(1) "Cost of travel by contractor-owned, -leased, or -chartered aircraft," as used in this paragraph, includes the cost of lease, charter, operation (including personnel), maintenance, depreciation, insurance, and other related costs.

(2) The costs of travel by contractor-owned, -leased, or -chartered aircraft are limited to the allowable airfare described in paragraph (b) of this section for the flight destination unless travel by such aircraft is specifically required by contract specification, term, or condition, or a higher amount is approved by the contracting officer. A higher amount may be agreed to when one or more of the circumstances for justifying higher than allowable airfare listed in paragraph (b) of this section are applicable, or when an advance agreement under paragraph (c)(3) of this section has been executed. In all cases, travel by contractor-owned, -leased, or -chartered aircraft must be fully documented and justified. For each

contractor-owned, -leased, or -chartered aircraft used for any business purpose which is charged or allocated, directly or indirectly, to a Government contract, the contractor must maintain and make available manifest/logs for all flights on such company aircraft. As a minimum, the manifest/log shall indicate-

- (i) Date, time, and points of departure;
- (ii) Destination, date, and time of arrival;
- (iii) Name of each passenger and relationship to the contractor;
- (iv) Authorization for trip; and
- (v) Purpose of trip.

(3) Where an advance agreement is proposed (see [31.109](#)), consideration may be given to the following:

- (i) Whether scheduled commercial airlines or other suitable, less costly, travel facilities are available at reasonable times, with reasonable frequency, and serve the required destinations conveniently.
- (ii) Whether increased flexibility in scheduling results in time savings and more effective use of personnel that would outweigh additional travel costs.

(d) Costs of contractor-owned or -leased automobiles, as used in this paragraph, include the costs of lease, operation (including personnel), maintenance, depreciation, insurance, etc. These costs are allowable, if reasonable, to the extent that the automobiles are used for company business. That portion of the cost of company-furnished automobiles that relates to personal use by employees (including transportation to and from work) is compensation for personal services and is unallowable as stated in [31.205-6\(m\)\(2\)](#).

(end)

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 subparagraphs (a)(1) through (a)(3) above; 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 subparagraphs (a)(1) through (a)(3) above

[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) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to

subparagraphs (a)(1) through (a)(3) above.

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

(End of Provision)

FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)

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

Covered contractor information system means an *information system* that is owned or operated by a contractor that processes, stores, or transmits *Federal contract information*.

Federal contract information means *information*, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including *information* provided by the Government to the public (such as on public websites) or simple transactional *information*, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of *information* resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of *information* (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect *information systems*.

(b) *Safeguarding* requirements and procedures.

(1) The Contractor *shall* apply the following basic *safeguarding* requirements and procedures to protect *covered contractor information systems*. Requirements and procedures for basic *safeguarding* of *covered contractor information systems* *shall* include, at a minimum, the following security controls:

(i) Limit *information system* access to authorized users, processes acting on behalf of authorized users, or devices (including other *information systems*).

(ii) Limit *information system* access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external *information systems*.

(iv) Control *information* posted or processed on publicly accessible *information systems*.

(v) Identify *information system* users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational *information systems*.

(vii) Sanitize or destroy *information system* media containing *Federal Contract Information* before disposal or release for reuse.

(viii) Limit physical access to organizational *information systems*, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, *information* transmitted or received by organizational *information systems*) at the external boundaries and key internal boundaries of the *information systems*.

(xi) Implement subnetworks for publicly accessible system *components* that are physically or logically separated from internal networks.

- (xii) Identify, report, and correct *information* and *information system* flaws in a timely manner.
 - (xiii) Provide protection from malicious code at appropriate locations within organizational *information systems*.
 - (xiv) Update malicious code protection mechanisms when new releases are available.
 - (xv) Perform periodic scans of the *information system* and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) *Other requirements.* This clause does not relieve the Contractor of any other specific *safeguarding* requirements specified by *Federal agencies* and departments relating to *covered contractor information systems* generally or other Federal *safeguarding* requirements for controlled unclassified *information* (CUI) as established by Executive Order 13556.
- (c) *Subcontracts.* The Contractor *shall* include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the *acquisition* of *commercial products* or *commercial services*, other than commercially available off-the-shelf items), in which the subcontractor *may* have *Federal contract information* residing in or transiting through its *information system*.

(End of clause)

FAR 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations - Representation (Nov 2015)

- (a) *Definitions.* *Inverted domestic corporation* and *subsidiary* have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).
- (b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.
- (c) *Representation.* The Offeror represents that -
- (1) It ☐ is, ☐ is not an inverted domestic corporation; and
 - (2) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(End of Provision)

FAR 52.209-5 Certification Regarding Responsibility Matters (Aug 2020)

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that -
- (i) The Offeror and/or any of its Principals -
 - (A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);
 - (C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

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

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

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

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

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

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

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

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

(ii) The Offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an

erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

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

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

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

(b) The Offeror represents that -

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

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

(End of Provision)

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Products and Commercial Services (Feb 2024)

(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 Covered Entities (Dec 2023) (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.*]

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

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

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

X (4) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ([41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR [3.900](#)(a).

X (5) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

__ (6) [Reserved].

X (7) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (9) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

__ (10) [52.204-28](#), Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) ([Pub. L. 115-390](#), title II).

__ (11) (i) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ([Pub. L. 115-390](#), title II).

__ (ii) Alternate I (Dec 2023) of 52.204-30.

__ (12) [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 (13) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).

__ (14) [Reserved].

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

__ (16) [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](#)).

__ (17) [Reserved]

__ (18)

(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](#).

- __ (19)
- (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_ (20) [52.219-8](#), Utilization of Small Business Concerns (Feb 2024) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- __ (21)
- (i) [52.219-9](#), Small Business Subcontracting Plan (Sep 2023) ([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 2023) of [52.219-9](#).
- _X_ (22) (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- _X_ (ii) Alternate I (Mar 2020) of [52.219-13](#).
- __ (23) [52.219-14](#), Limitations on Subcontracting (Oct 2022) ([15 U.S.C. 637s](#)).
- _X_ (24) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- __ (25) [52.219-27](#), Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) ([15 U.S.C. 657f](#)).
- _X_ (26) (i) [52.219-28](#), Post Award Small Business Program Representation (Feb 2024) ([15 U.S.C. 632\(a\)\(2\)](#)).
- __ (ii) Alternate I (Mar 2020) of [52.219-28](#).
- __ (27) [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\(m\)](#)).
- __ (28) [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\(m\)](#)).
- __ (29) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- __ (30) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).
- _X_ (31) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- __ (32) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Feb 2024).
- __ (33) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- _X_ (34)(i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- __ (ii) Alternate I (Feb 1999) of [52.222-26](#).
- __ (35)(i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- __ (ii) Alternate I (Jul 2014) of [52.222-35](#).
- __ (36)(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](#).
- __ (37) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- __ (38) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- _X_ (39) (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).

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

X (40) [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](#).)

__ (41)(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.)

__ (42) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

__ (43) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

__ (44)(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](#).

__ (45)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of [52.223-14](#).

__ (46) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ([42 U.S.C. 8259b](#)).

__ (47)(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 (48) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

__ (49) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).

__ (50) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).

X (51)(i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).

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

__ (52)(i) [52.225-1](#), Buy American-Supplies (Oct 2022) ([41 U.S.C. chapter 83](#)).

__ (ii) Alternate I (Oct 2022) of [52.225-1](#).

__ (53)(i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) ([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 (Feb 2024) of [52.225-3](#).

__ (v) Alternate IV (Oct 2022) of [52.225-3](#).

__ (54) [52.225-5](#), Trade Agreements (NOV 2023) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301 note](#)).

X (55) [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).

__ (56) [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).

__ (57) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

__ (58) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

__ (59) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).

__ (60) [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](#)).

__ (61) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

__ (62) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([31 U.S.C. 3332](#)).

__ (63) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

__ (64) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

__ (65) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

__ (66) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

__ (67)(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) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ([41 U.S.C. 4712](#)).

(iii) [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)).

(iv) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) [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).

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

(vii) (A) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ([Pub. L. 115-390](#), title II).

(B) Alternate I (Dec 2023) of [52.204-30](#).

(viii) [52.219-8](#), Utilization of Small Business Concerns (Feb 2024) ([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.

(ix) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(x) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O.11246).

(xi) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

- (xii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
 - (xiii) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
 - (xiv) [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](#).
 - (xv) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
 - (xvi)(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).
 - (xvii) [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](#)).
 - (xviii) [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](#)).
 - (xix) [52.222-54](#), Employment Eligibility Verification (May 2022) (E.O. 12989).
 - (xx) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
 - (xxi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
 - (xxii)(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
 - (B) Alternate I (Jan 2017) of [52.224-3](#).
 - (xxiii) [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).
 - (xxiv) [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](#).
 - (xxv) [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](#).
 - (xxvi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 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 *to be filled in at the Order level* through *to be filled in at the Order level [insert dates]*.
- (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 **\$250.00**, 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 **\$400M**;

(2) Any order for a combination of items in excess of **\$400M**; or

(3) A series of orders from the same ordering office within **ten (10)** 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 **five (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)

52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the contract expiration date plus 12-months.

(End of clause)

FAR 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within sixty (60) calendar days.

(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 thirty (30) calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) calendar 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 5 years.

(End of clause)

FAR 52.219-14 Limitations on Subcontracting (OCT 2022)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—
 - (1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
 - (2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.
- (c) *Applicability*. This clause applies only to—
 - (1) Contracts that have been set aside for any of the small business concerns identified in [19.000\(a\)\(3\)](#);
 - (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in [19.000\(a\)\(3\)](#);
 - (3) Contracts that have been awarded on a sole-source basis in accordance with subparts [19.8](#), [19.13](#), [19.14](#), and [19.15](#);
 - (4) Orders expected to exceed the simplified acquisition threshold and that are—

- (i) Set aside for small business concerns under multiple-award contracts, as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#); or
 - (ii) Issued directly to small business concerns under multiple-award contracts as described in [19.504\(c\)\(1\)\(ii\)](#);
- (5) Orders, regardless of dollar value, that are—
- (i) Set aside in accordance with subparts [19.8](#), [19.13](#), [19.14](#), or [19.15](#) under multiple-award contracts, as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#); or
 - (ii) Issued directly to concerns that qualify for the programs described in subparts [19.8](#), [19.13](#), [19.14](#), or [19.15](#) under multiple-award contracts, as described in [19.504\(c\)\(1\)\(ii\)](#); and
- (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
- (d) *Independent contractors.* An independent contractor shall be considered a subcontractor.
- (e) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—
- (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
 - (3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
 - (4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.
- (f) The Contractor shall comply with the limitations on subcontracting as follows:
- (1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—
[Contracting Officer check as appropriate.]
 - ☐ By the end of the base term of the contract and then by the end of each subsequent option period; or
 - ☒ By the end of the performance period for each order issued under the contract.
 - (2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.
- (g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

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

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

(End of clause)

FAR 52.219-17 Section 8(a) Award

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C.637(a)).

(2) Except for novation agreements, delegates to the Internal Revenue Service the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Internal Revenue Service Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(End of clause)

FAR 52.219-18 Notification of Competition Limited to Eligible 8(a) Participants

(a) Offers are solicited only from—

(1) Small business concerns expressly certified by the Small Business Administration (SBA) for participation in SBA's 8(a) program and which meet the following criteria at the time of submission of offer—

(i) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

- (ii) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by SBA;
- (2) A joint venture, in which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause, that complies with [13 CFR 124.513\(c\)](#); or
- (3) A joint venture—
 - (i) That is comprised of a mentor and an 8(a) protégé with an approved mentor-protégé agreement under the 8(a) program;
 - (ii) In which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause; and
 - (iii) That complies with [13 CFR 124.513\(c\)](#).
- (b) By submission of its offer, the Offeror represents that it meets the applicable criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation. A contracting officer may consider a joint venture for contract award. SBA does not approve joint ventures for competitive awards, but see [13 CFR 124.501\(g\)](#) for SBA's determination of participant eligibility.
- (d) The **To be filled in at the Order Level** *[insert name of SBA's contractor]* will notify the Internal Revenue Service Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock.

(End of clause)

FAR 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)

Funds are not presently available for performance under this contract beyond *30 September of each Fiscal Year*. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond *30 September of each Fiscal Year*, until funds are made available to the CO for performance and until the Contractor receives notice of availability, to be confirmed in writing by the CO.

(End of clause)

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

(End of provision)

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 CO 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 CO's written authorization with each payment request.

(End of clause)

Part III

SECTION J. Attachments

Attachment #01: Section M. Evaluation Factors for Award. Functional Category 1 (Optimization)

Attachment #02: Section M. Evaluation Factors for Award. Functional Category 2 (Acquisition Lifecycle Planning and Support Services)

Attachment #03: Section M. Evaluation Factors for Award. Functional Category 3 (Information Technology)

Attachment #04: FISMA Contract Language

Attachment #05: Labor Category Descriptions

Attachment #06: Volume Cover Sheet

Attachment #07: Relevant Experience Verification

Attachment #08: Past Performance Questionnaire

Attachment #09: Pricing Template Functional Category 1 (Optimization)

Attachment #10: Pricing Template Functional Category 2 (Acquisition Lifecycle Planning and Support Services)

Attachment #11: Pricing Template Functional Category 3 (Information Technology)

Attachment #12: List of Incumbents

Attachment #13: Solicitation 2032H8-24-R-00005 Question Form

PART IV

SECTION K. Representations and Certifications

FAR 52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)

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

(End of clause)

FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020)

- a. Definitions. As used in this provision, "covered telecommunications equipment or services" and

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

- b. Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
- c. (1) Representation. The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
2. After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

FAR 52.209-7 Information Regarding Responsibility Matters (Oct 2018)

- a. *Definitions.* As used in this provision—

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

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

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

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

- b. The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- c. If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
 1. Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - i. In a criminal proceeding, a conviction.
 - ii. In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - iii. In an administrative proceeding, a finding of fault and liability that results in—
 - A. The payment of a monetary fine or penalty of \$5,000 or more; or

- B. The payment of a reimbursement, restitution, or damages in excess of \$100,000.
 - iv. In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
 - 2. If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
 - d. The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see [52.204-7](#)).
- (End of provision)

FAR 52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services (Feb 2024)

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 (SDVOSB) concern means a small business concern—

- (1)
 - (i) Not less than 51 percent of which is owned and controlled 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; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart [19.14](#)).

(3) *Service-disabled veteran*, as used in this definition, 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), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

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 124.1001, 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 the threshold at 13 CFR 124.104(c)(2) 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 and controlled 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) *SDVOSB 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 that it ☐ is, ☐ is not an SDVOSB concern.

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program.* The offeror represents that it ☐ is, ☐ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(5) *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](#).

(6) *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.

(7) *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: _____.]

(8) *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: _____.]

Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) *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.

(10) *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: _____

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. ____

[List as necessary]

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

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

(i)

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

(B) The terms "Bahraini, 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 Bahraini, 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 Bahraini, 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 paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

(g)(1)(i)(B) The terms “Korean 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.”

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

Korean 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)(4)(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.*

Line 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 CFR 1.6049-4;
- ☐ Other _____.

(5) *Common parent.*

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

☐ Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

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

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

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

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

(1) The offeror shall 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 52.219-1 Small Business Program Representations (Feb 2024)

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

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

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern-

(1) (i) Not less than 51 percent of which is owned and controlled 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 or;

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart [19.14](#)).

(3) *Service-disabled veteran*, as used in this definition, 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\(16\)](#), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern—

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

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

Small disadvantaged business concern, consistent with 13 CFR 124.1001, 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 the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

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

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

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

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

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

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

(b) (1) The North American Industry Classification System (NAICS) code for this acquisition is Primary 541611 - Administrative Management and General Management Consulting Services.

(2) The small business size standard is \$24.5M.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

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

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

(c) *Representations.*

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

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

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

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

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

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

(6) *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.

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

(8) *SDVOSB joint venture eligible under the SDVOSB Program.* [*Complete only if the offeror represented itself as a SDVOSB concern in paragraph (c)(7) of this provision.*] The offeror represents as part of its offer that it ☐ is, ☐ is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.*]

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

8(d) for a definition of program eligibility, shall-

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

(End of provision)

DTAR 1052.228-70 Insurance Requirements (APR 2015)

In accordance with FAR clause 52.228-5, entitled “Insurance - Work on a Government Installation” [or FAR clause 52.228-7 entitled, “Insurance - Liability to Third Persons”], insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

- a. Worker's compensation and employer's liability. The Contractor shall, as a minimum, meet the requirements specified at FAR 28.307-2(a).
- b. General liability. The Contractor shall, at a minimum, meet the requirements specified at FAR 28.307- 2(b).
- c. Automobile liability. The Contractor shall, at a minimum, meet the requirements specified at FAR 28.307-2(c).

(End of clause)

SECTION L. Instructions, Conditions, and Notices to Offerors or Respondents

Section L, including the proposal format, content, and submission instructions are the same for each Functional Category.

FAR 52.204-18 Commercial and Government Entity Code Maintenance (AUG 2020)

FAR 52.215-1 Instructions to Offerors-Competitive Acquisition (NOV 2021)

FAR 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a Multiple Award IDIQ resulting from this solicitation with Firm Fixed Price (FFP) and Labor Hours (LH) Orders.

(End of Provision)

52.216-27 Single or Multiple Awards (Oct 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

FAR 52.233-2 Service of Protest (Sept 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:

*Sharrye Favron
5000 Ellin Road*

(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)

IR1052.215-9001 Amendments to Proposal (MAY 2018)

Changes to the proposal by the offeror shall be accomplished by amended page(s). Changes from the original page shall be indicated by a vertical line, adjacent to the change, on the outside margin of the page. The Offeror shall include the date of the amendment on the lower right-hand edge of the page as well as the amendment number which caused the change.

(End of provision)

IR1052.215-9002 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)

IR1052.215-9005 Compliance with Proposal Instructions (MAY 2018)

Offerors whose proposal(s) are submitted in accordance with the instructions given in Section L and which meet the mandatory requirements in Section C shall be evaluated in accordance with the evaluation criteria presented in the solicitation. Offerors whose proposals are not submitted in accordance with the instructions given in this solicitation or which do not meet the mandatory requirements may not be considered for award.

(End of provision)

Multi-Phased Procurement with Advisory Down-Select

The Government intends to conduct this procurement through a multi-phased submission. This acquisition is being governed by FAR Part 12, and in conjunction with FAR Part 15 utilizing an advisory down-select in-between phases. This process is not the same as FAR 15.202 advisory multi-step process.

Schedule

A notional schedule for this procurement is below:

Event	Date
Phase I Proposal Due	May 22, 2024
Phase I Advisory Notification	June 2024
Phase II Proposal Due	June 2024
Oral Presentations Commence	June 2024
Award	September 2024

Instructions for Proposal Preparation

The following instructions are for the preparation and submission of proposals. Offerors are instructed to

read the entire solicitation document, including all attachments, prior to submitting questions and/or preparing the proposal. Omission of any information from the proposal submission requirements will result in rejection of the proposal. Failure of a proposal to comply with these instructions will be grounds for exclusion of the proposal from further consideration.

Proposals are expected to follow the detailed proposal preparation instructions fully and carefully. The Government will rely on the information provided by the Offerors to evaluate the proposals. The Offerors are responsible for the accuracy and completeness of its proposal.

The minimum proposal acceptance period is 180 calendar days from the proposal due date.

Late Proposals

The Offeror assumes full responsibility for ensuring that the proposal is received at the location by the date and time specified in the solicitation. Any proposals received at the Government's designated electronic location in this provision after the exact time specified for receipt of offers is "late" and will NOT be considered.

Late proposals will not be accepted and shall be handled in accordance with FAR 52.215-1(c)(3). The official receipt of a proposal by the Government is the date and time when the proposal submission is received by IRS' Internet server.

To ensure timely and equitable evaluation of proposals, Offerors must follow the instructions contained herein. Within the proposal, the Offeror shall submit all requested information specified in this section of the solicitation at or before the exact time specified. Failure to meet a requirement shall result in an offer being ineligible for award.

Electronic File Submissions

Each submitted file of the electronic copy of the proposal shall be submitted in PDF file compatible with Adobe Acrobat Reader 2023 and ensure it is compatible with Microsoft Office. All proposal documents shall be in Adobe (pdf) format except the pricing template attachment. ***Each electronic file naming convention shall identify the Offeror's name, volume #, and FC.*** The deadline for submission of the electronic copy of the proposal is firm.

It is the sole responsibility of the Offeror to ensure that the electronic files submitted are virus free and can be opened and read by the Government. Proposal submissions shall not be locked, encrypted, or otherwise contain barriers to opening.

Electronic Page Size and Font (Written)

Electronic paper size shall be 8 1/2 by 11-inch white paper, using Arial 12-point font size. Each page shall be numbered and have a one (1) inch margin on each side of the page. Any Header/footer information shall be within a 1" margin space. Pages that exceed the maximum page limitation will not be evaluated.

Oral Presentation Slide Format

The slides submitted as part of the submission shall be in a PDF file compatible with Adobe Acrobat Reader 2023. The slides shall be numbered with a 16:9 ratio (10in x 5.6in) and using Arial 12-point font size. No font reduction is permitted for organization charts or other graphic illustrations, or in headers/footers. Offerors shall not deviate or change information contained in the slide deck presentation after submission or during the oral presentation. Cover Slide is included in the 30 Slide Limit.

Format for Oral Presentation:

Please note, the format is based on an Offeror submitting a proposal for all three (3) Functional Categories. If an Offeror will not be proposing on all three (3) the Functional Categories, the format will be shorter. The oral presentations will be conducted consecutive on the same day.

Functional Category (FC)	Oral Presentation Component	Total Time Allotment for <u>each</u> FC (30 minutes)
	Introductions and Rules of Engagement	Not specified
1	The Offeror shall present technical approach	15 minutes limit
1	The Government will caucus prior to interactive dialogue	5 minutes
1	The Government and Offeror will participate in an interactive dialogue related to the information presented by the Offeror during the oral presentation	10 minutes limit
2	The Offeror shall present technical approach	15 minutes limit
2	The Government will caucus prior to interactive dialogue	5 minutes
2	The Government and Offeror will participate in an interactive dialogue related to the information presented by the Offeror during the oral presentation	10 minutes limit
3	The Offeror shall present technical approach	15 minutes limit
3	The Government will caucus prior to interactive dialogue	5 minutes
3	The Government and Offeror will participate in an interactive dialogue related to the information presented by the Offeror during the oral presentation	10 minutes limit
	The Offeror departs	Not specified

Oral Presentation Logistics:

- Oral presentations will be held via video conferencing (Microsoft Teams) and will not be recorded. Offerors and IRS attendees will participate remotely.
- The Offeror's presentation team is limited to five (5) company personnel. At least two (2) of the five (5) must be representative of the Offeror as the Prime Contractor or managing 8(a) venturer. Other attendees may include First-tier Subcontractors or JV Team Members listed in the teaming arrangements. The Offeror shall have their proposed Program Manager attend the Oral Presentation.
- The Offeror is expected to provide all resources for the presentation, except the venue (e.g., online meeting venue, or if in person the meeting space).

Rules of Engagement for Oral Presentations:

1. The Government does not intend to ask questions about information contained in an Offeror's submission for Phase I. The interactive dialogue consists of the CO presenting questions about the Offeror's presentation and the Offeror's providing a response directly back to the CO. The Offeror may ask clarifying questions in response to the CO's presentation questions. IRS attendees are not expected to engage with the Offeror.

2. The Offeror shall not ask questions during the Oral Presentation that will allow for proposal revisions. However, the Offeror may ask questions about the logistics and conduct of the oral presentation to the CO.
3. Oral Presentations do not constitute discussions. The Government will not ask questions that will invite or allow the Offeror to change its offer. Any questions from the Government will be asked by the CO. The Offeror shall not volunteer any information that might be construed as changing its offer. Oral presentations are distinct from the Government's reserved right to conduct exchanges.
4. The Offeror participants shall not reach back, by telephone, e-mail, or any other means, to any other personnel or persons for assistance during the oral presentation.

PROPOSAL CONTENT

The following is required for each proposal per FC.

Proposal Submission	Page Limit
Phase I – Volume 1 Submission: Written	
Volume Cover Sheet Attachment #06	1
Table of Contents	1
SF-33	1
Provisions/Clauses, and Representations/Certifications	No Limit
8(a) Certification	No Limit
If applicable, Contractor Teaming Arrangements (CTA)	No Limit
Corporate Experience – Written – Factor 1	1 Page per Project (Narrative Only)
Project Supporting Documentation (Copy of Contract or Attachment #07)	No Limit
Past Performance – Written – Factor 2 (CPAR or PPQ – Attachment #08)	No Limit
Negative Past Performance Narrative (Optional)	1
Phase II – Volume 2 Submission: Written and Oral Presentations	
Volume Cover Sheet Attachment #06	1
Table of Contents	1
Oral Presentation of Factor 3	30 Slides
Technical Approach – Oral Presentation – Factor 3 – Subfactors 3A	
Technical Approach – Written – Factor 3 – Subfactor 3B	1 Page per Letter of Commitment
Oral Presentation Attendees Letter of Commitment – Written	
Resume of Oral Presentation Attendee(s) – Written	3 Pages per Resume
Phase II – Volume 3 Price Submission:	
Volume Cover Sheet Attachment #06	1
Table of Contents	1
Price Narrative – Written – Factor 4	1
Price – Pricing Template – Written – Factor 4	No Limit
Excel Workbook (Attachment# 09, 10, and/or 11)	

The proposal shall, at a minimum, include the information identified in this Section and comply with the cited page limitations for each document. Offerors will only be evaluated on the information contained

within the page limitations set forth for each section. Additional information that exceeds the prescribed page limitation will not be evaluated.

To be eligible for award, the Offeror must adhere to the directions and submit the following information under each Volume:

VOLUME 1 – PHASE I – WRITTEN

The Offeror shall provide separate and distinct Phase I volume(s) for each proposed FC.

Volume Cover Sheet

The Offeror shall provide its Volume Cover Sheet Attachment #06 under Volume 1 of its proposal.

Table of Contents

Offeror(s) shall include a table of contents outlining the items in each volume.

SF-33

“Offeror” means the official legal bidding entity identified in Block 15A on the Standard Form (SF) 33, Solicitation, Offer and Award.

Using the SF 33 form, Solicitation, Offer and Award, posted with the solicitation in <http://www.sam.gov>, the Offeror shall fill out blocks 13 through 18 accordingly.

1. The Government requires a minimum acceptance period of no less than 180 calendar days. The Government has filled in Block 12 of the SF 33 with the minimum acceptance period of 180 calendar days. "Acceptance Period" means the number of calendar days available to the Government for awarding a Contract from the date specified in this solicitation for receipt of offers. Your offer shall only specify an acceptance period that is equal to or longer than the Government's minimum requirement.
2. If any amendments to the solicitation are issued, the Offeror must acknowledge each amendment number and date in Block 14 of the SF 33 or complete Blocks 8 and 15 of the SF 30 for each amendment.
3. The Offeror's Legal Name and Address in Block 15A on the SF33 must match the information for the Offeror in SAM.GOV at <http://www.sam.gov>, including the corresponding Unique Entity ID (UEI) Number (Note: the address listed in Block 15A will be the official mailing address used by the Government for letter correspondence, if necessary).
4. The Name, Title, Signature and Date identified in Block 16, 17, 18, must be an authorized representative with authority to commit the Offeror to contractual obligations.

Provisions/Clauses, and Representations/Certifications

The Offeror shall complete all fillable provisions and clauses and submit with Volume 1. The Offeror shall complete and submit the Representations and Certifications in Section K.

Contractor Teaming Arrangements (CTA), if applicable

Contractor teaming arrangement (CTA) means an arrangement in which –

1. Two or more companies form a partnership or joint venture to act as a potential prime contractor; or
2. A potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.

The Offeror shall list of all companies in their CTA including each companies' legal name, Unique Entity

ID, point of contacts and business size status. Additionally, the offeror shall comply with the following:

Partnership, Mentor/Protégée, and Joint Venture (JV), if applicable.

Two or more companies may form a partnership or joint venture, hereafter referred to as a joint venture, to submit a proposal in response to this solicitation.

Offerors submitting as a joint venture or under mentor protégée agreements shall submit a proposal under this solicitation subject to the following conditions:

1. The joint venture is registered in SAM.GOV and has a corresponding Unique Entity ID.
2. The joint venture meets the definition of a joint venture for size determination purposes (FAR 19.301-1 (a)(2)).
3. The individual JV partner(s) Unique Entity ID.
4. The Offeror must submit a complete copy of the joint venture agreement that established the CTA relationship. The Joint venture agreement to perform an 8(a) contract, including those between mentors and protégés must comply with 13 CFR 124.513(c).

Proposed Subcontractors

First tier subcontractor is defined as a subcontractor who has a subcontract directly with the Prime Contractor/Offeror.

An Offeror may agree with one or more other small businesses to have them act as its subcontractors under this IDIQ award.

Offerors submitting a proposal that includes proposed subcontractors shall submit a proposal under this solicitation subject to the following conditions:

1. The offeror and all proposed subcontractors must be registered in SAM.GOV and have a corresponding Unique Entity ID.

Subcontractor Letter of Commitment

The offeror must submit a Subcontractor Letter of Commitment for each proposed first-tier subcontractor. The Government also has the right to accept those letters of commitment at face value. The intended use of such letters is to support Government validation of any subcontractor experience or past performance an offering prime identifies in response to this solicitation. The Government will not consider experience or past performance from subcontractors identified by Offerors for which there is not a conforming Subcontractor Letter of Commitment. The information identified below is required for any Subcontractor Letter of Commitment to be deemed conforming, and no other information contained therein will be considered:

1. A statement of commitment by the proposed subcontractor to support the Offeror in performance of the IDIQ orders.
2. A statement by the proposed subcontractor authorizing use of their relevant experience and past performance in support of the offering prime contractor's IDIQ proposal.
3. A statement of understanding that at least 50% of the work must be performed by the Prime 8(a) partner.
4. Offering prime contractor's legal name and Unique Entity ID.
5. Proposed subcontractor's legal name and Unique Entity ID.
6. Name, phone number, and email address of the subcontractor's representative able to validate the letter's content.
7. Signature of a representative with the authority to bind the proposed subcontractor.

Corporate Experience: Factor 1

The Offeror shall submit a narrative for each project describing relevancy of its project to the solicitation tasks with supporting documentation. The Offeror shall submit three (3) “recent” projects performed for Federal agencies, state/local governments, and/or commercial customers; that are “relevant” in nature to the one described in this solicitation. If the Offeror needs to demonstrate corporate experience by submitting the project experience of its CTA firm(s), projects shall include the experiences of the first-tier subcontractor(s) or JV partner(s). The Prime Offeror must submit at least one (1) corporate experience project as the intended prime contractor. If a joint venture does not demonstrate corporate experience for award, corporate experience shall be demonstrated by each party to the joint venture.

For each project narrative provide the following information:

1. Project title
2. Subcontract # or Contract#/FPDS-NG Award ID from attached supporting document.
3. If subcontract to a government contract, provide Government Contract #.
4. North American Industry Classification System (NAICS) code and Product and Service Code (PSC)
5. If other than prime Offeror, contractor name and relationship the Offeror.
6. Client Reference(s) Point of Contact. Name, Phone Number, and Email Address. (“Client reference” is defined as the official of the client with cognizance over the submitted project such as the Government COR/CO or a Corporate Officer of the commercial entity. The client reference does not include the prime contractor of a subcontract.)
7. Describe your experience streamlining and optimizing process relevant to the tasks of the solicitation. How has this saved the client and its external stakeholders time and money?
8. Describe your experiences creating new capabilities and fostering innovation. How has it enhanced the clients’ operations?

Supporting Documentation:

The Offeror shall provide a copy of the original contract award document or the Relevant Experience Verification Attachment #07 as supporting documentation for each project described as its corporate experience. Redact or remove pages containing inapplicable information to a relevancy determination such as standard FAR provision/clauses and classified information.

Government contract documentation submitted must include contract award form (i.e., SF-1449, SF-33, etc.) and any additional pages identifying the following information:

1. Contract #/Order# /FPDS-NG Award ID
2. Contractor Name
3. Agency
4. Dollar Amount
5. Period of Performance
6. Place of Performance
7. Schedule/CLINs
8. Scope of Work/Tasks Performed/Statement of Work (i.e., SOW, PWS, SOO)
9. Contracting Officer Signature

Non-government contracts must explicitly identify the following:

1. Contractor Name
2. Company/Organization Name
3. Contract/Order Number
4. Dollar Amount
5. Duration/Period of Performance
6. Place of Performance/Location

7. Scope of Work/Tasks Performed
8. Name of Awarding Official
9. Awarding Official Signatures/Date Signed

If a copy of the contract/subcontract is not available or missing the required information above, the Offeror shall submit the completed Relevant Experience Verification Attachment #07 which shall be signed and submitted by the client reference to the CO.

Note: The corporate experience factor focuses on the degree to which an offeror has actually performed similar work.

Past Performance: Factor 2

The Offeror shall provide past performance information from the identical/matching corporate experience three (3) projects submitted in Factor 1 Corporate Experience that have been “recently” performed for Federal agencies, state/local governments, and/or commercial customers; that are “relevant” in nature to the one described in this solicitation. If the Offeror needs to demonstrate recent and relevant past performance by submitting the past performance information of its CTA firm(s), projects **shall** include the past performance information of the first-tier subcontractor(s) or JV partner(s). The Prime Offeror must submit at least one (1) past performance document as the intended prime contractor. If a joint venture does not demonstrate past performance for award, past performance shall be demonstrated by each party to the joint venture.

If the Government has interim or final ratings in CPARS, the Offeror shall provide its CPAR for the referenced project. If a final rating is not available by the solicitation due date, the most current and complete CPAR should be submitted. If a CPAR is not available, the Offeror shall submit a Past Performance Questionnaire (PPQ) Attachment# 08 signed and submitted by the client reference to the CO. PPQs shall not be sent directly to the Contracting Officer from the Offeror. Offerors are responsible for verifying whether past performance ratings exist in the CPARS database prior to using the PPQ. A neutral rating will only be used for Offerors with no previous relevant past performance.

Negative Past Performance Narrative

The Offeror may submit a one (1) page narrative for each project being utilized for past performance to provide information on problems encountered on the submitted projects and the offeror’s corrective actions. This submission is not required but may be included to address past performance assessments where the rating elements are below satisfactory. The Government will consider this information, as well as information obtained from any other sources, when evaluating the offeror’s past performance.

Note: The past performance factor focuses on the quality of the work performed.

VOLUME 2 – PHASE II – WRITTEN and ORAL PRESENTATIONS

The Offeror shall provide separate and distinct technical volume(s) for each proposed FC. Oral Presentation slides must be submitted for Factor 3.

Volume Cover Sheet

The Offeror shall provide its Volume Cover Sheet Attachment #06 under Volume 2 of its proposal.

Table of Contents

Offeror(s) shall include a table of contents outlining the items in each volume.

Technical Approach: Factor 3

The Offeror shall submit its technical approach that addresses the evaluation criteria in section M.

Technical Approach Submission Instructions:

Subfactor 3A – Understanding the Requirement (Oral Presentation)

The Offeror shall present an Oral Presentation and submit Oral Presentation slide(s) of their technical approach for Factor 3 – Subfactors 3A. The slide deck will not be evaluated. The Government is most interested in a substantive and meaningful description of how the Offeror will approach the work requested. The Offeror shall provide sufficient detail for the Government to understand and evaluate the nature of the approach. The Offeror shall provide information to facilitate the Government's consideration.

Subfactor 3B – Skilled Personnel (Written)

The Offeror shall submit a written proposal of its Technical Approach for Factor 3 – Subfactor 3B. The Offeror shall provide a written copy of the resume and letter of commitment for the designated Program Manager labor category whose attendance is required for the Oral Presentation. The Offeror shall provide a letter of commitment for the Program Manager agreeing to their employment on contract and their assigned labor category in the event of the subsequent award of an order. The Offeror shall provide no more than one (1) personnel resumes and letters of commitment.

The resume shall identify the education, years of relevant work experience(s), and certification(s) for the Program Manager Labor Category for Factor 3 – Subfactor 3B. The proposed resume shall contain the following information at a minimum:

- Name of individual proposed
- Education including relevant degrees and majors
- Length of time employed by company
- Cumulative amount of time (years) and description of relevant experience as indicated by projects and/or assignments in which experience was gained relevant to the functional category tasks.
- Training and Special Qualifications or Certifications

The Offeror shall utilize the labor categories defined by the Government in Attachment 05 – Labor Category Descriptions. The Offeror shall propose personnel in accordance with the labor category descriptions and qualifications described in Attachment 05 – Labor Category Descriptions. Alternate or substitute labor categories and labor category mapping/crosswalks will not be accepted.

VOLUME 3 – PHASE II – WRITTEN

The Offeror shall provide separate and distinct price volume(s) for each proposed FC. Do not include pricing information for other FCs.

Price: Factor 4

Volume Cover Sheet

The Offeror shall provide its Volume Cover Sheet Attachment #06 under Volume 3 of its proposal.

Table of Contents

Offerors shall include a table of contents outlining the items in each volume.

IDIQ Price Submission Instructions

Price Narrative

The Offeror shall submit a price narrative that describes the basis of its price for each proposed FC.

Offerors shall provide a narrative in conjunction with their pricing template. The Offeror shall describe the rationale for the basis of their price to clearly demonstrate its capability to perform the requirements of the solicitation at the proposed price(s). The Offeror shall include the rationale for discounts offered, and any other relevant facts/factors that would clarify the pricing offered. Offerors are cautioned against unbalanced or unrealistic pricing, which will result in an unacceptable award.

The price narrative shall also include a Grand Summary Schedule for the proposed FC as follows:

Functional Category 1 - Grand Summary Total				
Period	Estimated Hours	Labor	Travel	Total Evaluated Price
Post Award Conference	N/A	\$250.00	N/A	\$250.00
Base Period	113,280		\$ 33,300	
Option Period 1	113,280		\$ 33,300	
Option Period 2	113,280		\$ 33,300	
Option Period 3	113,280		\$ 33,300	
Option Period 4	113,280		\$ 33,300	
Grand Total	566,400		\$166,500	

Functional Category 2 - Grand Summary Total				
Period	Estimated Hours	Labor	Travel	Total Evaluated Price
Post Award Conference	N/A	\$250.00	N/A	\$250.00
Base Period	241,920		\$ 33,300	
Option Period 1	241,920		\$ 33,300	
Option Period 2	241,920		\$ 33,300	
Option Period 3	241,920		\$ 33,300	
Option Period 4	241,920		\$ 33,300	
Grand Total	1,209,600		\$166,500	

Functional Category 3 - Grand Summary Total				
Period	Estimated Hours	Labor	Travel	Total Evaluated Price
Post Award Conference	N/A	\$250.00	N/A	\$250.00
Base Period	72,960		\$ 33,300	
Option Period 1	72,960		\$ 33,300	
Option Period 2	72,960		\$ 33,300	
Option Period 3	72,960		\$ 33,300	
Option Period 4	72,960		\$ 33,300	
Grand Total	364,800		\$166,500	

Pricing Template Attachment #09, 10, and/or 11

Pricing shall be submitted on the pricing template attachment(s) designated for the proposed FC. Price template shall be submitted in the Excel document provided with no alterations to locked cells. No other document format will be accepted.

The Offeror should propose its hourly rates considering the labor category description, the education and experience to successfully perform the tasks. The hourly rates shall be inserted into the Price template for each proposed rate corresponding to appropriate labor category and year.

The proposed price shall include all labor categories shown in the pricing template for the proposed FC. Hourly rates shall be fully burdened with all applicable cost elements (i.e., Direct Labor, Fringe Benefits, Overhead, G&A, profit, etc.) in accordance with the Offeror's approved accounting system. The proposed rates shall not be rounded and must include two decimal places, even if it is .00. For example, the Offeror shall not annotate \$123.45 as \$123.5, or 123.50; it shall be \$123.45.

The Offeror shall ensure that proposal information submitted represents the totality of the information that the Government will consider in making its reasonableness determination. Therefore, if the Offeror chooses to provide discounts at the IDIQ level, it must be reflected in the hourly rates proposed in the pricing template tables. If the Offeror chooses not to provide discounts at the IDIQ level, it is encouraged to provide them for orders.

Failure to propose hourly rates for all labor categories and contract option periods for the functional category that the Offeror is proposing will result in the Offeror being ineligible for award. The Government will not accept a proposal of additional or alternate labor categories. A proposals of other labor categories will result in Offeror being ineligible for award.

Pricing Assumptions, Exceptions and Dependencies

The Government will **not** accept any proposed pricing assumptions, exceptions, and dependencies.

Estimated Hourly Assumptions

For the purpose of preparing a pricing proposal, the Offeror shall use the following assumptions:

The basis of estimate shall only encompass the "Continental United States (CONUS)" defined as the 48 contiguous states plus the District of Columbia (DC). The Government estimated hours for work is identified inside of the Pricing Template Attachment(s). The hours are only an estimate and orders may be issued under this IDIQ with different hourly requirements. The Offeror shall not propose deviations to the Government's hours in the IDIQ price proposal.

Travel Cost Assumptions

The Offeror shall not apply G&A or Overhead on travel.

PHASE I PROCEDURES

Advisory Notification

After the Government completes evaluation of Phase I submissions (Factors 1 and 2), Offerors will receive an advisory notification via email from the Contracting Officer. Proposals who rate most highly for Factors 1 and 2 will be advised to proceed to Phase II. Proposals who were not among the most highly rated will be advised not to proceed to Phase II. Proposals, who were not among the most highly rated, will be advised that they are unlikely to be viable competitors. Offerors will be advised that their Factors 1 and 2 evaluation results will carry forward to Phase II and will be considered in the best value award decision. The intent of this advice is to minimize proposal development costs for proposals with little chance of receiving an award. This will be a recommendation only and discontinuing the pursuit of the requirement following the notification is voluntary. The Government does not intend to provide a brief explanation after the completion of the advisory down select notifications.

Failure to participate in Phase I precludes further consideration of an Offeror. Phase II Offeror submissions will not be accepted from Offerors who have not submitted Phase I requirements by the due date and time provided for in this solicitation.

Offerors wishing to proceed to Phase II 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 two (2) days to decide whether it wishes to proceed with a Phase II submission.

PHASE II PROCEDURES

Phase II consists of the Factors 3 and 4. All Phase II factors will be evaluated simultaneously.

SECTION M. Evaluation Factors for Award

See Attachment #01: Section M. Evaluation Factors for Award. Functional Category 1 (Optimization)

See Attachment #02: Section M. Evaluation Factors for Award. Functional Category 2 (Acquisition Lifecycle Planning and Support Services)

See Attachment #03: Section M. Evaluation Factors for Award. Functional Category 3 (Information Technology)