

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA – FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 84			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>							
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____							
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
33. SHIP NUMBER <div style="display: flex; justify-content: space-between;"><div>PARTIAL</div><div>FINAL</div></div>		34. VOUCHER NUMBER		37. CHECK NUMBER			
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42a. RECEIVED BY <i>(Print)</i>			
				42b. RECEIVED AT <i>(Location)</i>			
				42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS	
41c. DATE							

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Program Management FFP The contractor shall provide the Program Management approach/function following SOO performance tasks section 5.0 and shall be reflected on the proposed PWS (Attachment 1). FOB: Destination PSC CD: R425	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Assessment Team FFP The contractor shall provide the Assessment Team approach/function following SOO performance tasks section 5.0 and shall be reflected on the proposed PWS (Attachment 1). FOB: Destination PSC CD: R425	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	A&A Team FFP The contractor shall provide the A&A Team approach/function following SOO performance tasks section 5.0 and shall be reflected on the proposed PWS (Attachment 1). FOB: Destination PSC CD: R425	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	COMSEC FFP The contractor shall provide the COMSEC approach/function following SOO performance tasks section 5.0 and shall be reflected on the proposed PWS (Attachment 1). FOB: Destination PSC CD: R425	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Travel COST Government-directed travel following the SOO performance tasks section 5.0, section 7.0, and PWS Attachment 1 section 1.6.13. The Government estimate for the base year is \$84,000. This is a Not-to-Exceed (NTE) cost-reimbursable, non-fee-bearing line item. Travel shall directly support tasks within the attached SOO and proposed PWS and will be reimbursed only in accordance with FAR Part 31.205-46 and only up to the NTE amount identified in this period or as modified by the Government. The Government will not reimburse local travel. Local travel is defined as travel within a 50-mile radius of the Government's location. FOB: Destination PSC CD: R425	1	Lot		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Program Management FFP The contractor shall provide the Program Management approach/function following SOO performance tasks section 5.0 and shall be reflected on the proposed PWS (Attachment 1). FOB: Destination PSC CD: R425	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		12	Months		
OPTION	Assessment Team				
	FFP				
	The contractor shall provide the Assessment Team approach/function following SOO performance tasks section 5.0 and shall be reflected on the proposed PWS (Attachment 1).				
	FOB: Destination				
	PSC CD: R425				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		12	Months		
OPTION	A&A Team				
	FFP				
	The contractor shall provide the A&A Team approach/function following SOO performance tasks section 5.0 and shall be reflected on the proposed PWS (Attachment 1).				
	FOB: Destination				
	PSC CD: R425				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		12	Months		
OPTION	COMSEC FFP The contractor shall provide the COMSEC approach/function following SOO performance tasks section 5.0 and shall be reflected on the proposed PWS (Attachment 1). FOB: Destination PSC CD: R425				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		1	Lot		
OPTION	Travel COST Government-directed travel following the SOO performance tasks section 5.0, section 7.0, and PWS Attachment 1 section 1.6.13. The Government estimate for the option year 1 is \$89,628. This is a Not-to-Exceed (NTE) cost-reimbursable, non-fee-bearing line item. Travel shall directly support tasks within the attached SOO and proposed PWS and will be reimbursed only in accordance with FAR Part 31.205-46 and only up to the NTE amount identified in this period or as modified by the Government. The Government will not reimburse local travel. Local travel is defined as travel within a 50-mile radius of the Government's location. FOB: Destination PSC CD: R425				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		12	Months		
OPTION	Program Management FFP The contractor shall provide the Program Management approach/function following SOO performance tasks section 5.0 and shall be reflected on the proposed PWS (Attachment 1). FOB: Destination PSC CD: R425				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		12	Months		
OPTION	Assessment Team FFP The contractor shall provide the Assessment Team approach/function following SOO performance tasks section 5.0 and shall be reflected on the proposed PWS (Attachment 1). FOB: Destination PSC CD: R425				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		12	Months		
OPTION	A&A Team FFP The contractor shall provide the A&A Team approach/function following SOO performance tasks section 5.0 and shall be reflected on the proposed PWS (Attachment 1). FOB: Destination PSC CD: R425				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004		12	Months		
OPTION	COMSEC FFP The contractor shall provide the COMSEC approach/function following SOO performance tasks section 5.0 and shall be reflected on the proposed PWS (Attachment 1). FOB: Destination PSC CD: R425				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005		1	Lot		
OPTION	Travel COST Government-directed travel following the SOO performance tasks section 5.0, section 7.0, and PWS Attachment 1 section 1.6.13. The Government estimate for the option year 2 is \$92,316. This is a Not-to-Exceed (NTE) cost-reimbursable, non-fee-bearing line item. Travel shall directly support tasks within the attached SOO and proposed PWS and will be reimbursed only in accordance with FAR Part 31.205-46 and only up to the NTE amount identified in this period or as modified by the Government. The Government will not reimburse local travel. Local travel is defined as travel within a 50-mile radius of the Government's location. FOB: Destination PSC CD: R425				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		12	Months		
OPTION	Program Management FFP The contractor shall provide the Program Management approach/function following SOO performance tasks section 5.0 and shall be reflected on the proposed PWS (Attachment 1). FOB: Destination PSC CD: R425				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		12	Months		
OPTION	Assessment Team				
	FFP				
	The contractor shall provide the Assessment Team approach/function following SOO performance tasks section 5.0 and shall be reflected on the proposed PWS (Attachment 1).				
	FOB: Destination				
	PSC CD: R425				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		12	Months		
OPTION	A&A Team				
	FFP				
	The contractor shall provide the A&A Team approach/function following SOO performance tasks section 5.0 and shall be reflected on the proposed PWS (Attachment 1).				
	FOB: Destination				
	PSC CD: R425				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004		12	Months		
OPTION	COMSEC FFP The contractor shall provide the COMSEC approach/function following SOO performance tasks section 5.0 and shall be reflected on the proposed PWS (Attachment 1). FOB: Destination PSC CD: R425				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005		1	Lot		
OPTION	Travel COST Government-directed travel following the SOO performance tasks section 5.0, section 7.0, and PWS Attachment 1 section 1.6.13. The Government estimate for the option year 3 is \$95,086. This is a Not-to-Exceed (NTE) cost-reimbursable, non-fee-bearing line item. Travel shall directly support tasks within the attached SOO and proposed PWS and will be reimbursed only in accordance with FAR Part 31.205-46 and only up to the NTE amount identified in this period or as modified by the Government. The Government will not reimburse local travel. Local travel is defined as travel within a 50-mile radius of the Government's location. FOB: Destination PSC CD: R425				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		12	Months		
OPTION	Program Management FFP The contractor shall provide the Program Management approach/function following SOO performance tasks section 5.0 and shall be reflected on the proposed PWS (Attachment 1). FOB: Destination PSC CD: R425				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		12	Months		
OPTION	Assessment Team FFP The contractor shall provide the Assessment Team approach/function following SOO performance tasks section 5.0 and shall be reflected on the proposed PWS (Attachment 1). FOB: Destination PSC CD: R425				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003		12	Months		
OPTION	A&A Team FFP The contractor shall provide the A&A Team approach/function following SOO performance tasks section 5.0 and shall be reflected on the proposed PWS (Attachment 1). FOB: Destination PSC CD: R425				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004		12	Months		
OPTION	COMSEC FFP The contractor shall provide the COMSEC approach/function following SOO performance tasks section 5.0 and shall be reflected on the proposed PWS (Attachment 1). FOB: Destination PSC CD: R425				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005		1	Lot		
OPTION	Travel				
	COST				
	Government-directed travel following the SOO performance tasks section 5.0, section 7.0, and PWS Attachment 1 section 1.6.13. The Government estimate for the option year 4 is \$97,938. This is a Not-to-Exceed (NTE) cost-reimbursable, non-fee-bearing line item. Travel shall directly support tasks within the attached SOO and proposed PWS and will be reimbursed only in accordance with FAR Part 31.205-46 and only up to the NTE amount identified in this period or as modified by the Government. The Government will not reimburse local travel. Local travel is defined as travel within a 50-mile radius of the Government's location.				
	FOB: Destination				
	PSC CD: R425				

ESTIMATED COST

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 05-FEB-2024 TO 04-FEB-2025	N/A	N/A FOB: Destination	
0002	POP 05-FEB-2024 TO 04-FEB-2025	N/A	N/A FOB: Destination	
0003	POP 05-FEB-2024 TO 04-FEB-2025	N/A	N/A FOB: Destination	
0004	POP 05-FEB-2024 TO 04-FEB-2025	N/A	N/A FOB: Destination	
0005	POP 05-FEB-2024 TO 04-FEB-2025	N/A	N/A FOB: Destination	
1001	POP 05-FEB-2025 TO 04-FEB-2026	N/A	N/A FOB: Destination	
1002	POP 05-FEB-2025 TO 04-FEB-2026	N/A	N/A FOB: Destination	
1003	POP 05-FEB-2025 TO 04-FEB-2026	N/A	N/A FOB: Destination	
1004	POP 05-FEB-2025 TO 04-FEB-2026	N/A	N/A FOB: Destination	
1005	POP 05-FEB-2025 TO 04-FEB-2026	N/A	N/A FOB: Destination	
2001	POP 05-FEB-2026 TO 04-FEB-2027	N/A	N/A FOB: Destination	
2002	POP 05-FEB-2026 TO 04-FEB-2027	N/A	N/A FOB: Destination	
2003	POP 05-FEB-2026 TO 04-FEB-2027	N/A	N/A FOB: Destination	
2004	POP 05-FEB-2026 TO 04-FEB-2027	N/A	N/A FOB: Destination	
2005	POP 05-FEB-2026 TO 04-FEB-2027	N/A	N/A FOB: Destination	

3001	POP 05-FEB-2027 TO 04-FEB-2028	N/A	N/A FOB: Destination
3002	POP 05-FEB-2027 TO 04-FEB-2028	N/A	N/A FOB: Destination
3003	POP 05-FEB-2027 TO 04-FEB-2028	N/A	N/A FOB: Destination
3004	POP 05-FEB-2027 TO 04-FEB-2028	N/A	N/A FOB: Destination
3005	POP 05-FEB-2027 TO 04-FEB-2028	N/A	N/A FOB: Destination
4001	POP 05-FEB-2028 TO 04-FEB-2029	N/A	N/A FOB: Destination
4002	POP 05-FEB-2028 TO 04-FEB-2029	N/A	N/A FOB: Destination
4003	POP 05-FEB-2028 TO 04-FEB-2029	N/A	N/A FOB: Destination
4004	POP 05-FEB-2028 TO 04-FEB-2029	N/A	N/A FOB: Destination
4005	POP 05-FEB-2028 TO 04-FEB-2029	N/A	N/A FOB: Destination

STATEMENT OF OBJECTIVES

STATEMENT OF OBJECTIVES (SOO)

Project: Marine Corps Cybersecurity Services to Support the Director, Deputy Commandant Information (DC I), Command, Control, Communications, and Computers (IC4)

1.0 Introduction:

The contractor shall provide the best approach, supervision, non-personal services, and other items related to and necessary to perform cyber security capabilities to support the Director, Deputy Commandant Information (DC I), Command, Control, Communications, and Computers (IC4) as defined in this Statement of Objectives.

2.0 Purpose:

The purpose of this contract action is to provide cyber security capabilities services to support the Director, Deputy Commandant Information (DC I), Command, Control, Communications, and Computers (IC4). The contractor shall detect the strengths and risks associated with the current state of the Marine Corps Enterprise Network (MCEN), systems, applications, software and data through review, analysis, risk assessment, and mitigation recommendations.

3.0 Background:

The Marine Corps is committed to pursuing all necessary and prudent steps to ensure that Marine Corps communications and information technology are available to support Marines and civilian Marines, serving in both deployed and garrison environments, without compromising communications.

Without exception, the goal of the Director of the Command, Control, Communications, and Computers (IC4) is to get the right information, to the right place, supported by highly skilled personnel delivering power to the edge from the garrison to the tactical end-of-the-wire for today's Marine. The Director, IC4/Chief Information Officer (CIO) is responsible for the development and oversight of policy, plans and guidance of enterprise services and the security of those services. The Director is responsible for planning, directing, coordinating, and overseeing IC4 and Information Technology (IT) capabilities and defining policy that supports the warfighting and garrison communications functions for the Marine Corps. As the Cybersecurity (CY) portfolio manager for the Marine Corps component of the Department of Defense Information Network (DODIN), the Director, IC4 is the executive agent responsible for planning, directing, coordinating, and overseeing cybersecurity capabilities and defining policy that support the war fighting and garrison communications functions for the Marine Corps.

Specifically, IC4 is responsible for policy oversight and direction of information systems standards, information systems integration internal and external to the Marine Corps, and monitoring IC4 systems development. This responsibility also applies to DoD, national, and allied systems that impact the Marine Corps Information Technology architecture, corporate enterprise network application. As the manager of the Marine Corps component of the DODIN CY Portfolio, the Director manages, oversees, and directs the DODIN Information Assurance (IA) Capability Areas as defined by the DODIN CY Intelligence Community Directive (ICD), dated 2005, (e.g., Defense of the DODIN, Assured Information Sharing, Provide Information Integrity & Non-Repudiation, Assured Mission Management, Information Confidentiality, Ensure a Highly Available Enterprise).

The Director, IC4 requires support for cybersecurity assessments, risk mitigation and remediation, assessments, and authorization (A&A), and Communication Security (COMSEC) efforts.

DoD has fielded vulnerability scanning, monitoring, vulnerability remediation and patch management tools to support both unscheduled and formal readiness inspections. The contractor shall assist the Government in applying these DoD provided tools to Marine Corps Cyberspace defense framework, conducting assessments, analyzing results, implementing the remediation efforts, and reporting the security configuration efforts through the Department of Navy (DON) to Congress.

To be able to respond effectively to emerging vulnerabilities (e.g., mitigate the vulnerability before an exploit is available), the time for remediation must be compressed. This requires an integrated and automated vulnerability scanning and remediation capability that can extend across the enterprise network. This capability is important throughout the architecture, but extremely vital for those who accept communications from untrusted networks. Applying patches for operating systems and applications is critical on the Marine Corps Enterprise Network (MCEN). Additionally, vulnerability assessment for incorrect configurations must be done on a recurring basis to protect against attacks on incorrectly configured systems. The capability to perform continuous assessment and evaluation of the service net for Vulnerability Assessment

(IAVA) cybersecurity posture in compliance with Federal, DOD, DON and Marine Corps policies and directives is essential.

DoD requires all information systems, networks, and applications be reviewed for cybersecurity compliance and lifecycle management. The Authorizing Official (AO) requires support for review of security authorization packages (SAP) and Requests for Modification (RFM) to ensure cybersecurity compliance. The contractor shall assist the Government in daily management of A&A package processing, drafting policy and manuals, training, and Marine Corps Certification and Accreditation Security Tool (MCCAST) support.

The Marine Corps COMSEC Program support requirement aids in generation and prorogation of policy, guidance, account management, training, and programmatic oversight of secure communications for voice, data, and imagery. This is all in support of the Intelligence Program and Marine Warfighting requirements. The contractor shall assist the Government in daily management of the Marine Corps COMSEC accounts, cryptographic equipment logistics, and account training. Provide status reports on a scheduled basis citing statuses for both legacy Electronic Key Management System (EKMS) and transitioning Key Management Infrastructure (KMI) suites.

Information systems that are vital to the Marine Corps' ability to carry out their mission are targets for our adversaries. HQMC IC4, CY Division is tasked the responsibility to coordinate Marine Corps wide efforts to safeguard the network from attack and preserve our ability to provide reliable and effective network services. Policy for cybersecurity implementation rests with HQMC IC4. The focus of cybersecurity in the Marine Corps is to ensure policies and procedures are implemented through tasks, standards, conditions, and oversight, to guarantee assured information delivery, assured data integrity, and assured information protection.

IC4, CY Division must develop, oversee, and implement cybersecurity policy on all information technology (IT) resources procured, developed, operated, maintained, or managed throughout the Marine Corps. The division is also responsible to defend the MCEN through a defense-in-depth strategy that, in coordination with the DON, the Joint Community, Marine Corps Systems Command (MCSC), Marine Forces Cyberspace Command (MARFORCYBER), and the Marine Corps networked domains to achieve strong, effective, and ensure multidimensional protection of our IT environment.

The Marine Corps has enterprise-level system accreditations that cover Marine Corps networked domains, e.g., the Marine Corps Community of Interest (COI), the Marine Corps Enterprise Network Non-Classified Internet Protocol (IP) Router Network (MCEN-N), and the Secret IP Router Network (MCEN-S). Service aggregation and system accreditations are connected to the DODIN through these enterprise-level accreditations.

The threat to the Marine Corps systems infrastructure has changed and increased considerably. The total number of vulnerabilities identified annually in operating systems and applications continues to grow. Additionally, the timetable for the hacker community to develop exploitation tools to exploit vulnerabilities has decreased from weeks to days, and often mere hours after vulnerability is known. As a result, the network defense game has changed.

4.0

Scope or Mission:

DC I IC4 requires service to support cybersecurity capability deliverables, including Risk

Management Framework (RMF) Authorization and Assessment and Authorization (A&A), cyberspace defense, and Communications Security (COMSEC) Key Management Infrastructure (KMI) management efforts. RMF A&A capability provides the overall management and execution of actions for support to the (CSA) and (AO) in the final steps of the process as directed by federal law, Department of Defense (DoD), Department of Navy (DON), and Marine Corps policy and directives. Cyberspace defense specialized support capability provides independent active assessment, defense and response to cyber incidents as directed by DOD, DON, and Marine Corps. COMSEC KMI management capability supports the accounting and management of special cryptographic devices as directed by the National Security Agency (NSA). Capabilities range the Marine Corps enterprise, spanning tactical, garrison, legacy, and cloud-based capabilities on both the unclassified and classified levels. The Contractor will be required to provide all the end user devices (e.g., equipment for contractor use – laptops with monitors and all peripheral equipment) to be used in this requirement.

5.0 Period and Place of Performance:

The majority of this effort shall take place onsite in the National Capital Region (NCR) Marine Corps Base Quantico with some distributed locations listed below. Workspaces will be provided for all contractor personnel at each location. Core hours of work are 0900 to 1500, Monday through Friday. Remote and telework will be by exception only. All deliverables due time are Eastern Time.

- | | |
|---|----------------------------|
| • Key Management Infrastructure (KMI) Support | NCMS, Andrews AFB, MD |
| • Computer Network Depend (CND) Support | Camp Butler, Japan |
| • Computer Network Depend (CND) Support | Camp Smith, HI |
| • Computer Network Depend (CND) Support | Camp Pendleton, CA |
| • Computer Network Depend (CND) Support | MARFORRES, New Orleans, LA |
| • Computer Network Depend (CND) Support | Camp Lejeune, NC |

6.0 Status of Forces Agreement.

Contractor Personnel who are U.S. citizens may apply for Status of Forces Agreement (SOFA) status as necessary for the execution of this contract. The determination of SOFA Status is processed by the Office of the Staff Judge Advocate from the applicable Marine Corps Installation to COMUSJAPAN. The Contractor shall be responsible for submitting necessary paperwork to the Office of the Staff Judge Advocate for determination of designation of SOFA status. A breach of regulations and directives outlined in COMUSJAPAN Theater clearance procedures / instruction documents issued by the installation commander or withdrawal of any or all these privileges by the Office of the Staff Judge Advocate for reasons cited, will not affect nor constitute grounds for delay in or nonperformance of any portion of any contract, nor will such action form the basis for any claim against the U.S. Government, based upon the contract or any portion thereof. The following are those services that may be authorized only for OCONUS locations and shall be based on approval of SOFA status.

APO/FPO/MPO/Postal Services
 Billeting
 Common Access Card (CAC)
 Local Access Badge
 Excess Baggage

7.0 Contract Overall Objectives:

The following items must be addressed on the Offeror's proposed PWS under section 5.

1. A&A package assessment processing resulting in documented analysis and recommendation to the Security Control Assessor (SCA), Authorizing Official Direct Representative (AODR) and Authorizing Official.
2. Updated guidance, workflows, reports, and risk status associated with the A&A efforts for the review, analysis, and recommendations for target activities to obtain Authorization to Operate (ATO) on the Marine Corps Enterprise Network (MCEN).
3. Updated competency standards, qualifications framework and assessment guidelines for training on the RMF process.
4. COMSEC KMI equipment accounting, inventory reconciliation, development of training plans, and equipment disposition and replacement of Marine Corps cryptographic equipment.
5. Reoccurring cyber assessment to analyze MCEN cybersecurity controls and document recommendations to remediate vulnerabilities.
6. Assessment of the MCEN (NIPR, SIPR, legacy, tactical) for identification, detection, protection, response, and recovery measures.
7. Identification of cybersecurity risks and risk score for decision-making based upon where the asset could be exploited, the likelihood of exploitation, and the total impact that exploit as aligned to cybersecurity compliance requirements.
8. On-site and remote compliance checking of systems and applications, and security reviews of application hosting environments.
9. Vulnerability assessment, both remote and on-site, in accordance with DoD Cyber Readiness Inspections standards and the Marine Corps Cybersecurity Vulnerability Assessment and Analysis Strategy (MCVAAS), conducting security documentation reviews, physical and traditional security assessments, compliance checking of applicable technology areas, systems and applications.
10. Assessment of Industrial Control Systems/Supervisory Control and Data Acquisition (ICS/SCADA) and Facility-Related Control Systems (FRCS) systems on the MCEN.
11. Support pre-inspection reports to the Inspector General Marine Corps Staff in relation to Functional Area Checklist "Cybersecurity Management (5239)".
12. Automated source code review for web-based systems and application on MCEN analyze results and document mitigation recommendations.
13. Application and web application penetration testing analyze results and document mitigation recommendations.
14. Harvest, review, and report metadata about Marine Corps on MCEN and public internet on known exploit posting sites and report Marine Corps exploits.
15. Develop, maintain and delivery of Cybersecurity Assessment Methodology training.

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

Performance Objective (The Service required—usually a shall statement)	Standard	Performance Threshold (This is the maximum error rate. It could possibly be “Zero deviation from standard”)	Method of Surveillance
PRS #1: A&A package assessment	The contractor shall provide a completed assessment within 10 business day of package receipt with documented analysis and recommendation.	The maximum error rate tolerance will be 10%. The PRS shall be on time, legible, updated, and complete with 90% accuracy.	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.
PRS #2: The contractor shall provide documented guidance, workflows change request proposal, and reports of risk status associated with those changes to the C&A process for the review, analysis, and recommendations for target activities to obtain Authorization to Operate (ATO) on the Marine Corps Enterprise Network (MCEN).	The contractor shall provide a completed change request proposal (CRP) within 3 business day of the contractor completion quality control review. The completed CRP shall be delivers with less than 10% errors. The error shall be defined as CRP which lack of quality control, documented assumption, analysis, risk, alternatives, and impacts.	The maximum error rate tolerance will be 10%. The PRS shall be on time, legible, updated, and complete with 90% accuracy.	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.
PRS #3: Plan, develop and maintain training, including the competency standards, key objectives, qualifications, and curriculum in a training framework on the USMC implementation and processing of the Risk Management Framework (RMF) standard.	The contractor shall provide a plan including the schedule and milestones of development and maintenance of the training within 120 business day of contract award. The contractor shall provide an approved training within 364 business day of contract award. If required, any updates shall be submitted no more than 90 days.	The maximum error rate tolerance will be 10%. The PRS shall be on time, legible, updated, and complete with 90% accuracy.	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.
PRS #4: The contractor shall provide services support to Communication Security (COMSEC) Key Management Infrastructure (KMI) equipment accounting, inventory	The contractor shall provide each report monthly within 5 business day from the end of the previous month.	The maximum error rate tolerance will be 10%. The PRS shall be on time, legible, updated,	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.

reconciliation, equipment disposition, and replacement of Marine Corps cryptographic equipment.		and complete with 90% accuracy.	
PRS #5: Cyber assessment to analyze MCEN cybersecurity controls	The contractor shall provide initial findings report within 5 business days of end of assessment and final recommendation report within 10 business days of end of assessment.	The maximum error rate tolerance will be 10%. The PRS shall be on time, legible, updated, and complete with 90% accuracy.	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.
PRS #6: Assessment of the MCEN (NIPR, SIPR, legacy, tactical)	The contractor shall provide initial findings report within 5 business days of end of assessment and final recommendation report within 10 business days of end of assessment.	The maximum error rate tolerance will be 10%. The PRS shall be on time, legible, updated, and complete with 90% accuracy.	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.
PRS #7: Identification of cybersecurity risks	The contractor shall provide initial findings report within 5 business days of end of assessment and final recommendation report within 10 business days of end of assessment.	The maximum error rate tolerance will be 10%. The PRS shall be on time, legible, updated, and complete with 90% accuracy.	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.
PRS #8: On site and remote compliance checking of systems and applications, and security reviews of application hosting environments	The contractor shall provide initial findings report within 5 business days of end of assessment and final recommendation report within 10 business days of end of assessment.	The maximum error rate tolerance will be 10%. The PRS shall be on time, legible, updated, and complete with 90% accuracy.	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.
PRS #9: Conducting security documentation reviews, physical and traditional security assessments, compliance checking of applicable technology areas, systems, and applications both remote and on-site	The contractor shall provide initial findings report within 5 business days of end of assessment and final recommendation report within 10 business days of end of assessment.	The maximum error rate tolerance will be 10%. The PRS shall be on time, legible, updated, and complete with 90% accuracy.	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.
PRS #10: Assessment of Industrial Control Systems/Supervisory Control and Data Acquisition (ICS/SCADA) and Facility-Related Control	The contractor shall provide initial findings report within 5 business days of end of assessment and	The maximum error rate tolerance will be 10%. The PRS shall be on	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.

Systems (FRCS) systems on the MCEN.	final recommendation report within 10 business days of end of assessment.	time, legible, updated, and complete with 90% accuracy.	
PRS #11: Automated source code review for web-based systems and application on MCEN analyze results	The contractor shall provide initial findings report within 5 business days of end of assessment and final recommendation report within 10 business days of end of assessment.	The maximum error rate tolerance will be 10%. The PRS shall be on time, legible, updated, and complete with 90% accuracy.	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.
PRS #12: Application and web application penetration testing analyze results	The contractor shall provide initial findings report within 5 business days of end of assessment and final recommendation report within 10 business days of end of assessment.	The maximum error rate tolerance will be 10%. The PRS shall be on time, legible, updated, and complete with 90% accuracy.	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.
PRS #13: Harvest, review, and report metadata about Marine Corps on MCEN and public internet on known exploit posting sites and report Marine Corps exploits	The contractor shall provide initial findings report within 5 business days of end of assessment and final recommendation report within 10 business days of end of assessment.	The maximum error rate tolerance will be 10%. The PRS shall be on time, legible, updated, and complete with 90% accuracy.	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.
PRS #14: Develop, maintain and delivery of Cybersecurity Assessment Methodology training	The contractor shall provide a plan including the schedule and milestones of development and maintenance of the training within 120 business day of contract award. The contractor shall provide an approved training within 364 business day of contract award. If required, any updates shall be submitted no more than 90 days.	The maximum error rate tolerance will be 10%. The PRS shall be on time, legible, updated, and complete with 90% accuracy.	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.
PRS #15: Proposed Project Plan	The contractor shall provide the plan of work no later than five (5) business days after contract award	The maximum error rate tolerance will be 10%. The PRS shall be on time, legible, updated,	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.

		and complete with 90% accuracy.	
PRS #16: Personnel Management Plan	The contractor shall provide the management plan for staffing, directing, and reporting no later than five (5) business days after contract award and update every 365 days from initial submission.	<p>The maximum error rate tolerance will be 10%.</p> <p>The PRS shall be on time, legible, updated, and complete with 90% accuracy.</p>	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.
PRS #17: Weekly Status Report	The contractor shall provide activity reports weekly every Friday, by 3:00 pm (ET) unless until the contract expires	<p>The maximum error rate tolerance will be 10%.</p> <p>The PRS shall be on time, legible, updated, and complete with 90% accuracy.</p>	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.
PRS #18: Monthly Status Report	The contractor shall provide summary monthly reports by 3:00 pm (ET) on 10th calendar day after end of previous month	<p>The maximum error rate tolerance will be 10%.</p> <p>The PRS shall be on time, legible, updated, and complete with 90% accuracy.</p>	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.
PRS #19: Monthly Regional Assessment Reports	The contractor shall provide cumulative monthly reports by 3:00 pm (ET) on 10th calendar day after end of previous month	<p>The maximum error rate tolerance will be 10%.</p> <p>The PRS shall be on time, legible, updated, and complete with 90% accuracy.</p>	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.
PRS #20: Mitigation and Remediation Recommendation Report	The contractor shall provide cumulative monthly reports by 3:00 pm (ET) on 10th calendar day after end of previous month	<p>The maximum error rate tolerance will be 10%.</p> <p>The PRS shall be on time, legible, updated, and complete with 90% accuracy.</p>	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.
PRS #21: Marine Corps Web Risk Assessment Cell (MCWRAC) Report	The contractor shall provide initial findings report within 5 business days of end of assessment and final recommendation report within 10	<p>The maximum error rate tolerance will be 10%.</p> <p>The PRS shall be on time, legible, updated, and complete with 90% accuracy.</p>	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.

	business days of end of assessment.		
PRS #22: Web Application Penetration Testing Result Memo	The contractor shall provide initial findings report within 5 business days of end of assessment and final recommendation report within 10 business days of end of assessment.	<p>The maximum error rate tolerance will be 10%.</p> <p>The PRS shall be on time, legible, updated, and complete with 90% accuracy.</p>	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.
PRS #23: Web Application Penetration Testing Remediation and Mitigation Memo	The contractor shall provide initial findings report within 5 business days of end of assessment and final recommendation report within 10 business days of end of assessment.	<p>The maximum error rate tolerance will be 10%.</p> <p>The PRS shall be on time, legible, updated, and complete with 90% accuracy.</p>	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.
PRS #24: Accreditation Documentation	By package initial report of status due 2 business days of assignment with final recommendation within 2 business days of final documentation updates submitted by requestor.	<p>The maximum error rate tolerance will be 10%.</p> <p>The PRS shall be on time, legible, updated, and complete with 90% accuracy.</p>	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.
PRS #25: Marine Corps CY Assessment Team Schedules	30 days after contract award with quarterly updates until the contract expires	<p>The maximum error rate tolerance will be 10%.</p> <p>The PRS shall be on time, legible, updated, and complete with 90% accuracy.</p>	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.
PRS #26: COMSEC Inventory Management, Tracking & Reviews Daily Report	Daily by 5:00 pm (ET) unless until the contract expires	<p>The maximum error rate tolerance will be 10%.</p> <p>The PRS shall be on time, legible, updated, and complete with 90% accuracy.</p>	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.
PRS #27: COMSEC Account Reconciliation Report	Weekly, every Friday by 3:00 pm (ET) unless until the contract expires	<p>The maximum error rate tolerance will be 10%.</p> <p>The PRS shall be on time, legible, updated,</p>	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.

		and complete with 90% accuracy.	
PRS #28: Documentation of status of account and inventory for KMI program.	The contractor shall provide cumulative monthly reports by 3:00 pm (ET) on 10th calendar day after end of previous month	The maximum error rate tolerance will be 10%. The PRS shall be on time, legible, updated, and complete with 90% accuracy.	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.
PRS #29: COMSEC Error & Reconciliation Logs	Weekly, every Friday by 3:00 pm (ET) unless until the contract expires	The maximum error rate tolerance will be 10%. The PRS shall be on time, legible, updated, and complete with 90% accuracy.	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.
PRS #30: COMSEC Records Clearance Certificates (RCC)	Weekly, every Friday by 3:00 pm (ET) unless until the contract expires	The maximum error rate tolerance will be 10%. The PRS shall be on time, legible, updated, and complete with 90% accuracy.	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.
PRS #31: Training Plan	30 days after contract award with quarterly updates unless/until the contract expires	The maximum error rate tolerance will be 10%. The PRS shall be on time, legible, updated, and complete with 90% accuracy.	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.
PRS #32: After Action Report	The contractor shall provide reports by 3:00 pm (ET) on 5th calendar day after end of previous month	The maximum error rate tolerance will be 10%. The PRS shall be on time, legible, updated, and complete with 90% accuracy.	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.
PRS #33: Standard Operating Procedures (SOP)	120 days after contract award with 180-day updates unless/until the contract expires	The maximum error rate tolerance will be 10%. The PRS shall be on time, legible, updated, and complete with 90% accuracy.	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.

PRS #34: Training Status	The contractor shall provide reports by 3:00 pm (ET) on 10th calendar day after end of previous month	<p>The maximum error rate tolerance will be 10%.</p> <p>The PRS shall be on time, legible, updated, and complete with 90% accuracy.</p>	The method of surveillance will be based upon random sampling of work product by government SMEs and evaluation of effectiveness based upon metrics.
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9.0 Deliverables/Schedule:

Item No.	Deliverable	Objective	Due
1	Proposed Project Plan	Defining the responsibilities, timeline, risks, and milestones of contract objectives.	No later than five (5) business days after contract award
2	Personnel Management Plan	Managerial plan for personnel planning, organizing, directing, and controlling based upon the PWS and implementation of all these managerial activities.	No later than five (5) business days after contract award
3	Weekly Status Report	Report documenting tasks & issues weekly.	Weekly, every Friday, by 3:00 pm (ET) unless until the contract expires
4	Monthly Status Report	Monthly project report documenting tasks issues identified during the month	10 th calendar after end of previous month
5	Monthly Regional Assessment Reports	Monthly cumulative of all assessments by region Cumulative statistics of assessments by region since beginning of the contract	10 th calendar after end of previous month
6	Mitigation and Remediation Recommendation Report	Report of all new mitigation and remediation recommendations Cumulative status of all mitigation and remediation recommendations Metrics associated with mitigation and remediation recommendations	10 th calendar after end of previous month
7	MCWRAC Report	Report of assessment of individual application, site, or system	5 th calendar day after end of assessment
8	Web Application Penetration Testing Result Memo	Report of assessment of individual application site or system	5 th calendar day after end of assessment

9	Web Application Penetration Testing Remediation and Mitigation Memo	Memo of mitigation and remediation recommendations by individual application or system	5 th calendar day after end of assessment
10	Accreditation Documentation	Report of evaluation of system, application, or exercise with recommendation for approval determination.	Weekly, every Friday, by 3:00 pm (ET) unless until the contract expires
11	Security Evaluation	Report of evaluation of system, application, or exercise with recommendation for approval determination.	Weekly, every Friday, by 3:00 pm (ET) unless until the contract expires
12	Marine Corps CY Assessment Team Schedules	Plan of schedule assessments and review planning to include time, scope and follow up actions.	30 days after contract award with quarterly updates unless/until the contract expires
13	COMSEC Inventory Management, Tracking & Reviews Daily Report	Documentation of status of account and inventory for KMI program.	Weekly, every Friday, by 3:00 pm (ET) unless until the contract expires
14	COMSEC Account Reconciliation Report	Documentation of status of account and inventory for KMI program.	Weekly, every Friday, by 3:00 pm (ET) unless until the contract expires
15	COMSEC Error & Reconciliation Logs	Documentation of status of account and inventory for KMI program.	Weekly, every Friday, by 3:00 pm (ET) unless until the contract expires
16	COMSEC Records Clearance Certificates (RCC)	Required COMSEC document for the KMI program.	Weekly, every Friday, by 3:00 pm (ET) unless until the contract expires
17	Training Plan	Document that communicates to management and stakeholders' details of the. proposed training program	30 days after contract award with quarterly updates unless/until the contract expires
18	After Action Report	Document to codify the purpose, background, situation, outcome and proposed next steps or actions.	5 days after need of action
19	Standard Operating Procedures (SOP)	Document which codifies set of written instructions that describes the step-by-step process that must be taken to properly perform a	120 days after contract award with 180-day updates unless/until the contract expires
20	Training Development Status	Report of capability training development, implementation, and schedule.	10 th calendar day after the end of the previous month
21	Quality Control Plan	A final QCP shall be developed, maintained, and submitted after contract award.	30 days after contract award.

10.0 Operating Constrains:

All personnel performing work under this contract shall have a minimum of a Secret clearance at time of proposal submission and must maintain the level of security required for the life of the contract. Assessment personnel (i.e., all contractor personnel supporting CLINs X002) must have the equivalent of a Single Scope Background Investigation (SSBI) with Top Secret Eligibility.

All support personnel shall have (and maintain throughout performance) cyber workforce certification compliant with DODI 8140 and the most current DOD, DON, and Marine Corps policy.

All travel shall be subject to the subject to FAR 31.205-46.

All support personnel shall be required to sign and comply with Non-Disclosure Agreements.
All support personnel shall be subject to Continue Monitoring policy for Personnel Security.

All work products shall become property of the Marine Corps.

Vendor will supply end-user devices (e.g., laptops with monitors and all peripheral equipment) for imaging and sole use on government unclassified network.

CLAUSES INCORPORATED BY REFERENCE

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.204-7	System for Award Management	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-26	Covered Telecommunications Equipment or Services--Representation.	OCT 2020
52.209-12	Certification Regarding Tax Matters	OCT 2020
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	MAR 2023
52.212-2	Evaluation - Commercial Items	NOV 2021
52.212-3 Alt I (Dev)	Offeror Representations and Certifications - Commercial Products and Commercial Services (Deviation 2023-O0002) Alternate I	OCT 2014
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.217-5	Evaluation Of Options	JUL 1990
52.219-28	Post-Award Small Business Program Rerepresentation	MAR 2023
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7004	Antiterrorism Awareness Training for Contractors	JAN 2023
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023

252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	JAN 2023
252.204-7022	Expediting Contract Closeout	MAY 2021
252.204-7023	Reporting Requirements for Contracted Services.	JUL 2021
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.215-7008	Only One Offer	DEC 2022
252.215-7010 (Dev)	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (DEVIATION 2023-O0004)	JAN 2023
252.215-7016	Notification to Offerors--Postaward Debriefings	DEC 2022
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.225-7976 (Dev)	Contractor Personnel Performing in Japan. (DEVIATION 2018-O0019)	AUG 2018
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	JAN 2023
252.227-7000	Non-estoppel	OCT 1966
252.227-7008	Computation Of Royalties	AUG 1984
252.227-7012	Patent License And Release Contract	DEC 2022
252.227-7013	Rights in Technical Data--Other Than Commercial Products and Commercial Services	JAN 2023
252.227-7014	Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation	JAN 2023
252.227-7015	Technical Data--Commercial Products and Commercial Services	JAN 2023
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2023
252.227-7020	Rights In Special Works	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7037	Validation of Restrictive Markings on Technical Data	JAN 2023
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JAN 2023
252.239-7009	Representation of Use of Cloud Computing	SEP 2015
252.239-7010	Cloud Computing Services	JAN 2023
252.239-7018	Supply Chain Risk	DEC 2022
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.243-7999 (Dev)	Section 3610 Reimbursement. (DEVIATION 2020-O0021)	AUG 2020
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

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

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

52.209-2 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)

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); and

(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 paragraph (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.

(1) 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. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

(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 three-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 nonresponsible.

(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)

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)

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

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

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

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

(b) The Offeror represents that--

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

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022) ALTERNATE I (OCT 2014)

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

"Sensitive technology"--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

"Small business concern"--

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each service-

disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

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

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

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

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

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

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

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

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

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

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.
—
—
—

[List as necessary]

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

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

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

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

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

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

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

Line Item No.
—
—
—

[List as necessary]

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

(2) Buy American-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 FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

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

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

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

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

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

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

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

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

(2) (☐) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to 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 not an inverted domestic corporation; and

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: ____

Immediate owner legal name: ____

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

Is the immediate owner owned or controlled by another entity:

[____] Yes or [____] No.

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

Highest level owner CAGE code: ____

Highest level owner legal name: ____

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

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

Predecessor legal name: ____ .

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

(s) [Reserved].

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

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

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

(i) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible 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)

5252.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023)

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

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

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

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

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

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

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

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

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

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

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.)

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

___ (5) [Reserved]

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

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

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

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

____ (10) [Reserved]

____ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

____ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (13) [Reserved]

____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

____ (ii) Alternate I (MAR 2020) of 52.219-6.

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

____ (ii) Alternate I (MAR 2020) of 52.219-7.

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

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

____ (ii) Alternate I (NOV 2016) of 52.219-9.

____ (iii) Alternate II (NOV 2016) of 52.219-9.

____ (iv) Alternate III (JUN 2020) of 52.219-9.

____ (v) Alternate IV (SEP 2021) of 52.219-9.

____ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

____ (ii) Alternate I (MAR 2020) of 52.219-13.

X (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

____ (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (MAR 2023) (15 U.S.C. 632(a)(2)).

____ (ii) Alternate I (MAR 2020) of 52.219-28.

____ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

X (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

____ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

____ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

X (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

____ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).

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

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

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

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

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

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

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

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

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

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

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

X (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

____ (40)(i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-14.

____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

____ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

____ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

____ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

X (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

____ (48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

____ (ii) Alternate I (OCT 2022) of 52.225-1.

____ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

____ (ii) Alternate I [Reserved].

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

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

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

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

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

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

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

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

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

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

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

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

____ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

____ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

X (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

____ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

____ (iii) Alternate II (NOV 2021) of 52.247-64.

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

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

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

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

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

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

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

____ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

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

(xxii) 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.

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

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

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

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

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

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

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

(xxii) 52.232-40, 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.

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

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

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the

Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)

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):

<https://www.acquisition.gov/content/regulations>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/content/regulations>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

The use in this solicitation of any **Defense Federal Acquisition Regulation (48 CFR Chapter 2)** provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **Defense Federal Acquisition Regulation (48 CFR Chapter 2)** clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.225-7976 CONTRACTOR PERSONNEL PERFORMING IN JAPAN (DEVIATION 2018-O0019)(AUG 2018)

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

“Commander” means the Commander of the United States Forces Japan (USFJ).

“Dependent” means spouse, and children under 21; and parents, and children over 21, if dependent for over half their support upon a member of the United States Armed Forces or civilian component.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses the international law related to the conduct of hostilities that is binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“SOFA Article I(b) status” means a designation by the Commander of contractor personnel as Members of the Civilian Component under Article I(b) of the Status of Forces Agreement (SOFA), in accordance with agreement by the Joint Committee. To receive such a designation, an individual must—

- (1) Be a United States national;
- (2) Not be ordinarily resident in Japan (or if ordinarily resident, complete the procedures set forth in USFJ Instruction 36-2611 (Change of Status by Persons in Japan to One of the Categories Authorized by the Status of Forces Agreement, available at [http://www.usfj.mil/Portals/80/Documents/Instructions/36-2611%20\(USFJI\).pdf](http://www.usfj.mil/Portals/80/Documents/Instructions/36-2611%20(USFJI).pdf));
- (3) Be present in Japan at the official invitation of the United States Government and solely for official purposes in connection with the United States Armed Forces;
- (4) Not have SOFA Article XIV status; and
- (5) Be essential to the mission of the United States Armed Forces and has a high degree of skill or knowledge for the accomplishment of mission requirements by fulfilling the following:
 - (i) Has acquired the skill and knowledge through a process of higher education or specialized training and experience; or
 - (ii) Possesses a security clearance recognized by the United States to perform his or her duties; or

- (iii) Possesses a license or certification issued by a U.S. Federal department or agency, U.S. state, U.S. Territory, or the District of Columbia to perform his or her duties; or
- (iv) Be identified by the United States Armed Forces as necessary in an emergent situation and will remain in Japan for less than 91 days to fulfill specialized duties; or
- (v) Is an employee of a military banking facility; or
- (vi) Is specifically authorized by the Joint Committee.

“SOFA Article XIV status” means designation by the Commander to persons, including corporations organized under the laws of the United States and its personnel, that are ordinarily resident in the United States and whose presence in Japan is solely for the purpose of executing contracts with the United States for the benefit of the United States Armed Forces. Such designations are made in extremely limited circumstances and only after consultation with the Government of Japan. Article XIV designations are restricted to cases where open competitive bidding is not practicable due to—

- (1) Security considerations;
- (2) The technical qualification of the contractors involved;
- (3) The unavailability of materials or services required by United States standards; and
- (4) Limitations of United States law.

“SOFA-covered contractor personnel” means contractor personnel who have been designated as having SOFA Article I(b) status or SOFA Article XIV status, which is documented on a Letter of Authorization (LOA) signed by the Contracting Officer.

“SOFA status” means either SOFA Article I(b) status or SOFA Article XIV status or a dependent under Article I(c).

“Status of Forces Agreement” means the “Agreement under Article VI of the Treaty of Mutual Cooperation and Security between Japan and the United States of America, Regarding Facilities and Areas and the Status of United States Armed Forces in Japan,” dated January 19, 1960, and all supplementary agreements to the SOFA, including the agreement signed on January 16, 2017.

“United States national” means a citizen of the United States, or a person who, though not a citizen of the United States, owes permanent allegiance to the United States.

(b) General.

(1) This clause applies to SOFA-covered contractor personnel when performing in Japan. The requirements of paragraph (c)(2) and (e)(1) of this clause must be specified in the statement of work to be applied to non-SOFA-covered contractor personnel.

(2) The Contractor shall comply with the instructions of the Contracting Officer concerning the entry of its personnel, equipment, and supplies into Japan, applicable Japanese laws and regulations, and USFJ and USFJ-component policies and instructions during the performance of this contract. Specifically, the Contractor shall comply with—

- (i) USFJ Instruction 64-100, Contract Performance in Japan;
- (ii) USFJ Instruction 36-2811, Indoctrination Training Programs;

(iii) USFJ Instruction 36-2611, Change of Status by Persons in Japan to One of the Categories Authorized by the Status of Forces Agreement; and

(iv) USFJ Instruction 64-102, United States Official Contractors and Their Employees, as applicable to contractors and contractor personnel with SOFA Article XIV status.

(3) Application for status under the SOFA shall be in accordance with USFJ Instruction 64-100 and, in specific and limited circumstances, USFJ Instruction 64-102.

(i) The Contracting Officer, through consultation with their legal counsel and the USFJ/J06 office, makes the determination of status under SOFA Article I(b) for contractor personnel.

(ii) If the Contracting Officer makes a request for status as a United States Official Contractor under Article XIV, USFJ Headquarters (HQ USFJ) shall make the final determination on the Contractor's SOFA status upon consultation with the government of Japan.

(iii) The Contractor shall request a determination of status under the SOFA for its eligible personnel through the Synchronized Predeployment and Operational Tracker (SPOT) system (see paragraph (f) of this clause). The Contracting Officer will approve a LOA generated in SPOT (see paragraph (c)(2) of this clause) indicating the SOFA status of the contractor personnel only after verifying that eligibility criteria described in USFJ Instruction 64-100 are met.

(iv) Contractor personnel dependent information is also required to be entered into SPOT as part of the employee record.

(4) The importation and personal possession of firearms, swords, and other weapons is highly restricted and controlled in Japan. Contractor personnel considering bringing personal firearms, swords, or other weapons into Japan must comply with USFJ Instruction 31-207, "Firearms and Other Weapons in Japan" available from USFJ/J023 at pacom.yokota.usfj.mbx.j023@mail.mil. The importation and possession of firearms and weapons to perform services under a contract will be addressed separately in the contract.

(5) Offenses committed by the Contractor or contractor personnel may be subject to United States or host nation prosecution and/or civil liability (see paragraph (d) of this clause). Japan authorities have the right to exercise jurisdiction over SOFA-covered contractor personnel, including dependents, in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the United States shall have the right to exercise such jurisdiction as is conferred on it by the law of the United States.

(c) *Support.*

(1) *Security plan.* The Commander will develop a security plan that identifies contingency procedures and potential evacuation of nonessential SOFA-covered contractor personnel.

(2) *Letter of authorization.* A SPOT-generated LOA signed by the Contracting Officer is required for SOFA-covered contractor personnel travel to, from, or within Japan.

(i) The LOA will identify any additional authorizations, privileges, or Government support that contractor personnel are entitled to under this contract. USFJ has limited capability to provide Government-furnished routine medical services to contractors in Japan. In instances where Government-furnished routine medical services are neither available nor authorized in the contract, the SPOT-generated LOA shall be annotated with "None" checked for Government-furnished routine medical services.

(ii) Contractor personnel shall present a valid LOA to Japanese immigration officials upon entry into and exit from Japan to receive government of Japan recognition as a Member of the Civilian Component under the SOFA or as a contractor with Article XIV status.

(iii) Contractor personnel who are issued a LOA shall maintain possession a DoD-issued identification credential at all

times while performing under this contract in Japan. If the contractor personnel does not possess a DoD-issued identification credential, he or she shall maintain possession of a copy of the LOA and their passport at all times while performing under this contract in Japan.

(3) *SOFA-status contractor personnel privileges.* Contractor personnel and their dependents granted authority to enter Japan under SOFA Article I(b) may be accorded the following benefits of the SOFA:

(i) Access to and movement between facilities and areas in use by the United States Armed Forces and between such facilities and areas and the ports or airports of Japan as provided for in paragraph 2 of the SOFA Article V.

(ii) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX.

(iii) Acceptance as valid by Japan, without a driving test or fee, a USFJ Operator's Permit for Civilian Vehicle as provided for in SOFA Article X. Issuance of such permit shall be subject to applicable military regulation.

(iv) Exemption from customs duties and other such charges on materials, supplies, and equipment which are to be incorporated into articles or facilities used by the United States Armed Forces; furniture, household goods for private use imported by person when they first arrive to work in Japan; vehicles and parts imported for private use; and reasonable quantities of clothing and household goods for everyday private use, which are mailed into Japan through United States military post offices as provided for in paragraphs 2 and 3 of SOFA Article XI.

(v) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment as provided for in paragraph 7 of SOFA Article XII, except that such exemption shall not apply to the employment of local nationals in Japan.

(vi) Exemption from Japanese taxes to the government of Japan or to any other taxing agency in Japan on income received as a result of their service with the United States Armed Forces as provided for in SOFA Article XIII. The provisions of Article XIII do not exempt such persons from payment of Japanese taxes on income derived from Japanese sources.

(vii) If authorized by the installation commander or designee, permission to use exchanges, commissaries, messes, social clubs, theaters, newspapers and other non-appropriated fund organizations regulated by United States military authorities as provided for in SOFA Article XV and DoD Manual 1000.13-V2, DoD Identification (ID) Cards: Benefits for Members of the Uniformed Services, Their Dependents, and Other Eligible Individuals.

(viii) The transmission into or outside of Japan of United States dollar or dollar instruments realized as a result of contract performance as provided for in paragraph 2 of SOFA Article XIX.

(ix) Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan.

(4) *Logistical Support.*

(i) Logistical support may be authorized, when the Contracting Officer determines it necessary and appropriate, for contractor personnel in Japan. Generally, the full range of logistical support listed below is not necessary for contractor personnel performing services in Japan on a short-term basis, less than 91 days. Contractor personnel granted SOFA Article I(b) status and their dependents may be provided logistical support, subject to availability as determined by the installation commander or designee. Logistical support includes the following:

(A) Base Exchange, including exchange service stations, theaters, and commissary.

(B) Military banking facilities.

- (C) Transient billeting facilities.
- (D) Open mess (club) membership, as determined by each respective club.
- (E) Casualty assistance (mortuary services), on a reimbursable basis.
- (F) Emergency medical care, on a reimbursable basis.
- (G) Dental care, limited to relief of emergencies, on a reimbursable basis.
- (H) Department of Defense Dependent Schools, on a space-created and tuition-paying basis.
- (I) Postal support, as authorized by military postal regulations.
- (J) Local recreation services, on a space-available basis.
- (K) Issuance of USFJ Operator's Permit, if the Contracting Officer determines it necessary based on the length of contract performance.
- (L) Issuance of personal vehicle license plates.
- (ii) No other logistical support is authorized for contractor personnel in Japan unless the Contracting Officer obtains a specific authorization from the installation commander where the support will be provided, after coordination with USFJ/J06.
- (5) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in Japan under this contract. This support includes the Contractor responsibility for entry and exit from Japan to ensure compliance with Japanese laws concerning foreign personnel in their country.
- (d) *Compliance with laws and regulations.*
 - (1) The Contractor shall comply with, and shall ensure that its personnel performing in Japan are familiar with and comply with, all applicable—
 - (i) United States, host country, and third-country national laws;
 - (ii) Provisions of applicable treaties and international agreements;
 - (iii) United States regulations, directives, instructions, policies, and procedures; and
 - (iv) Orders, directives, and instructions issued by the USFJ Commander and installation commanders, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.
 - (2) If required by the contract, the Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training.
 - (3) The Contractor shall ensure that all contractor personnel are aware—
 - (i) Of the DoD definition of "sexual assault" in DoD Directive 6495.01, Sexual Assault Prevention and Response Program; and
 - (ii) That sexual misconduct may constitute offenses under the law of Japan, Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or both. All offenses have consequences for contractor personnel, including dependents.

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under the Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code) or other Federal or local laws.

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the operational area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) That this section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/report-a-crime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.af.mil>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/ContactUs/Pages/ReportaCrime.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/Components/Administrative-Investigations/DoD-Hotline/>; or

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or <http://www.dodig.mil/Components/Administrative-Investigations/DoD-Hotline/>. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8)(i) The Contractor shall ensure that contractor personnel supporting the U.S. Armed Forces in Japan are aware of their rights to—

(A) Hold their own identity or immigration documents, such as passport or driver's license;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal in-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(ii) The Contractor shall post these rights in work spaces in English and in any foreign language(s) spoken by a significant portion of the workforce.

(iii) The Contractor shall enforce the rights of contractor personnel and subcontractor personnel supporting the United States Armed Forces.

(e) *Preliminary personnel requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to departure of SOFA-covered contractor personnel and, as specified in the statement of work, non-SOFA-covered contractor personnel (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

(i) All required security and background checks are complete and acceptable.

(ii) All required USFJ Form 27, Contractor Employee Acknowledgement Forms.

(iii) All such personnel performing in support of an applicable operation—

(A) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the United States Indo-Pacific Command (USINDOPACOM) Combatant Commander (as posted to the USINDOPACOM Combatant Commander's website or other venue); and

(B) Have received all required immunizations as specified in the foreign clearance guide.

(1) All immunizations shall be obtained prior to arrival in Japan.

(2) All such personnel, as specified in the statement of work, shall bring to Japan a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iv) Contractor personnel have all necessary passports, visas, and other documents required to enter and exit Japan, and other appropriate DoD identity credential.

(v) Special area, country, and theater clearance is obtained for all personnel. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, SOFA-covered contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(2) The Contractor shall notify its personnel, including dependents, who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such personnel, and dependents, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9));

(iv) In time of declared war or a contingency operation, SOFA-covered contractor personnel and selected non-SOFA covered contractor personnel may be subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10);

(v) Contractor personnel are required to report offenses alleged to have been committed by or against other contractor personnel to appropriate investigative authorities; and

(vi) Contractor personnel will be provided victim and witness protection and assistance.

(f) *Personnel data.*

(1) The Contractor shall—

(i) Use the SPOT web-based system, or its successor, to account for all SOFA-covered contractor personnel performing in Japan under the contract;

(ii) Register for a SPOT account at <https://spot.dmdc.mil> for unclassified contracts and at <https://spot.dmdc.osd.smil.mil> for classified contracts using one of the following log-in methods, after which the SPOT Customer Support Team will contact the Contractor to validate user needs:

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate.

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval;

(iii) Comply with the SPOT Business Rules located at <https://www.acq.osd.mil/log/PS/spot.html>;

(iv) Enter into the SPOT the required information on contractor personnel, accompanying dependents and equipment prior to departure and continue to use the SPOT to maintain accurate, up-to-date information throughout performance in Japan for all applicable contractor personnel. Changes to status of individual contractor personnel relating to their in-theater arrival date and their duty location, including closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html; and

(v) Ensure the in-theater arrival date, closeout dates, and changes of the status of individual contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the performance in the operational area with their proper status, are updated in the system in accordance with the processes and timelines established in the SPOT business rules.

(2) SPOT non-compliance and deficiencies will be relevant to past performance evaluations for future contract opportunities, in accordance with Federal Acquisition Regulation subpart 42.15.

(g) *Contractor personnel.*

(1) Civilian personnel supporting the United States Armed Forces in Japan are guests in a foreign country and must at all times conduct themselves in an honorable and credible manner. Criminal conduct and dishonorable personal behavior, committed either on or off duty, adversely impacts United States and Japanese relations, tarnishes the image of the DoD and USFJ, and hampers the Force's military readiness.

(i) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel are familiar with, and comply with, all applicable—

(A) United States and host country laws;

(B) Treaties and international agreements;

(C) United States regulations, United States Armed Forces directives, instructions, policies, and procedures; and

(D) Orders, directives, and instructions issued by supported commanders, including those relating to force protection, security, health, safety, liberty policies, alcohol-related incidents, or relations and interaction with local nationals, should

serve as guideposts in all on and off duty conduct and will be used as general principles in the application of the Government's discretion with regard to paragraph (ii), below.

(ii) *Removal and replacement of Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of the contract, including those stipulated in this section. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the termination for default or cause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's Representative, or installation commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, including the Common Access Card, to appropriate U.S. Government authorities at the end of their employment under this contract.

(h) *Protective equipment.*

(1) Contractor personnel may wear military-unique organizational clothing and individual equipment required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment. Any required protective equipment should be identified in the statement of work in the contract.

(2) The Commander may issue organizational clothing and individual equipment and provide training, if necessary, as part of the security plan.

(3) The Contractor shall ensure that any issued organizational clothing is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Evacuation.*

(1) If the Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to contractor personnel who are U.S. citizens and third-country nationals.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(k) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of its personnel's designated next of kin in the event an individual dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) The Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01, Personnel Recovery in the Department of Defense.

(l) *Mortuary affairs.* Contractor personnel authorized to accompany United States Armed Forces may be covered by the DoD mortuary affairs program in accordance with DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contract Support.

(m) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (m), in all subcontracts that will require subcontractor personnel to perform in Japan.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

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

Invoice 2in1

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0871
Issue By DoDAAC	M00264
Admin DoDAAC**	M00264
Inspect By DoDAAC	M-----
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	M-----
Service Acceptor (DoDAAC)	M-----
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

Requiring activity: TO BE PROVIDED AT TIME OF AWARD

Contract Specialist: Colin Sasser; colin.sasser@usmc.mil

Contracting Officer: Joel M Miro Marquez; joel.miro@usmc.mil; (703)-784-1931

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

(End of clause)

FAR 52.212-1 ADDENDUM

52.212-1 ADDENDUM TO INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

FAR 52.212-1 ADDENDUM

52.212-1 ADDENDUM TO INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

1.0 ADDITIONAL INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFERORS

1.1 The Government intends to award a Firm Fixed Price (FFP) contract with Cost Reimbursement (CR) CLINs for Travel. To maximize efficiency and minimize the effort involved in the proposal evaluation process, all Offerors shall comply with the following instructions for proposal format and content. Any proposal that does not comply with these instructions may be considered non-responsive and rendered ineligible for award.

All questions must be received by **July 14, 2023, at 10:00 AM** Eastern Standard Time using **Attachment #6, “Question and Answer”** document. All questions shall be submitted via email to Mr. Colin Sasser, Contract Specialist, at colin.sasser@usmc.mil and Mr. Joel M Miró, Contracting Officer, at joel.miro@usmc.mil.

PLEASE NOTE: Your subject line should read “C4 Cyber Security RFP M00264-23-R-0009- Questions”.

Proposals will be accepted via e-mail only. Proposals must be received no later than the date on **Block 8** of the SF1449 to Mr. Colin Sasser, Contract Specialist, at colin.sasser@usmc.mil, and Mr. Joel M Miró, Contracting Officer, at joel.miro@usmc.mil. Offerors are advised that the Government may be unable to receive other types of electronic files (e.g., .zip files) or files more than 10 megabytes. It is the offeror's responsibility to ensure that their offers are received by the due date and time.

Pricing information shall be provided in Microsoft Word and Excel (completed pricing template and basis of estimates). All spreadsheets shall be in Microsoft Excel with viewable mathematical equations. No fields shall be password protected. All documents requiring a signature shall be provided in PDF (e.g., DD-254 and amendment(s) to this Request for Proposal).

PLEASE NOTE: Your subject line should read “C4 Cyber Security RFP M00264-23-R-0009- Proposal”.

1.2 Proposal Format

1.2.1 All proposals shall meet the following format requirements: (No exceptions are being made for the below requirements.)

- 8.5X 11-inch paper size;
- Single-spaced typed lines;
- At least 1-inch margins on all sides;
- At least 12-point font for text, graphs, tables, charts, attachments, and diagrams material; Other fonts and sizes higher than 12-point will be permitted only if they are readable and maintain the same size throughout the text;
- Page limitations specified below shall not be exceeded. All material more than the specified page limits will neither be read nor evaluated. Graphs, tables, charts, attachments, and diagrams are included in the page count and shall be clear and legible. When both sides of a sheet display printed material, it shall be counted as two (2) pages;
- No photographs or hyperlinks are permitted;
- Microsoft Office compatible files are required;
- Spreadsheet files shall include all formulas. All rows, columns, cells, and worksheets shall be visible. The limit is two decimal places (i.e., 12.34);
- Pages shall be numbered consecutively within each volume showing volume and page. For example, page 12 of Volume I is numbered I-12, and page 5 of Volume II is numbered II-5;
- Each page must include the solicitation number and the Offeror's name;
- Each page of the proposal should include the following footer: "Source Selection Information: See FAR 2.101 and 3.104".

1.3. Proposal Content

The proposal shall contain the following volumes/sections and page limits:

Volume	Volume Title	Page Limit
1	Compliance Documentation	No limit
2	Factor 1: Technical Approach	60 pages
	Factor 2: Management Approach	25 pages
3	Factor 3: Past Performance	15 pages
4	Factor 4: Price	No limit

1.4 Volume 1 - Compliance Documentation

The proposal shall comply with the following information:

1.4.1 Adherence to proposal format and content.

1.4.2 Include an Offer letter with the following information:

- 1) The RFP number.

- 2) Company Information. Provide the Offeror name, address, Unique Entity ID (UEI) number, CAGE Code, telephone number, and Tax Identification Number (TIN).
- 3) Authorized Personnel. Provide the name, title, telephone number, facsimile number, and e-mail address of the company/division point of contact that can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government.
- 4) Terms of any express warranty.
- 5) Acknowledgment of all RFP Amendments (if applicable).
- 6) Agreement with terms. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the RFP. Offerors are to clearly detail any exceptions taken and the rationale for the exceptions taken to the RFP. Please note that exceptions taken to the RFP may render the proposal unacceptable to the Government.
- 7) Identify any enclosures being transmitted.
- 8) State the length of proposal validity (at least a minimum of 180 days).
- 9) All provisions and clauses requiring contractor completion.

1.4.3 Organizational Conflict of Interest (OCI) Mitigation Plan Submission: The Offeror shall submit its OCI Mitigation Plan (if applicable) that addresses all actual or potential conflicts of interest in adequate detail for the Contracting Officer to determine whether an OCI exists or has been mitigated. The Offeror shall describe how the OCI Mitigation Plan was developed and the company's approach to avoiding, mitigating, or neutralizing any identified OCI risks. If an Offeror determines that an actual or potential OCI does not exist, the Offeror shall include a statement to that effect as part of its proposal and does not need to submit an OCI Mitigation Plan.

1.4.3.1 To facilitate the resolution of any potential or actual OCIs, Offerors are encouraged to submit their OCI Mitigation Plans no later than the date on **Block 8** with the proposal submission. The OCI Mitigation Plan shall address the OCI disclosures required in this section and explain how the prime willfully avoids, neutralizes, or mitigates any OCIs, as indicated in FAR 9.5. The OCI Mitigation Plan shall also address other OCI resolution and mitigation measures, including the divestment of business units. As part of its OCI Mitigation Plan, the Offeror must identify which contracts or subcontracts it will continue to support and those it intends to terminate or allow to lapse to eliminate any conflicts of interest.

1.4.4 Include completed **DD Form 254 Security Clearance form (Attachment #2)**. The Offeror shall demonstrate its ability to meet the security requirements of the RFP and in accordance with the DD Form 254 at proposal submission. The Contractor shall provide a completed DD Form 254, Contract Security Classification Specification filled out in blocks 6.a., 6b. and 6c. for the prime Contractor and blocks 7.a., 7.b., and 7.c. for any subcontractors.

1.4.5 Representation and Certifications: Complete your representations and certifications in SAM. Ensure all representations and certifications included in this solicitation are completed in SAM. If any representations and certifications included in the solicitation are not available in SAM, submit your representations and certifications in Volume 1 in addition to certifying that all other representations and certifications are completed in SAM.

1.5 Volume 2 - Factor 1 – Technical Approach:

Volume 2 shall not contain any pricing data

1.5.1 The Offeror shall propose their technical plan approach to achieving the objectives outlined in the SOO. The contractor shall provide the following for Factor 1:

1. **Staffing Matrix:** The Offeror's staffing matrix shall provide the position titles, skill sets, specialized experience, labor hours, and certifications of the personnel who will perform the requirement. The Staffing Matrix shall align with the work breakdown structure proposed within **Attachment #1: Performance Work Statement Template** (described below) and the labor categories/hours proposed in **Attachment #3: Pricing Template**.
2. **Operational Plan:** The operational plan shall lay out the Offeror's milestones to provide the services according to the PWS/SOO schedule. The offeror shall describe their plan to apply the resources proposed under the staffing matrix to perform the tasks identified in the WBS/PWS and estimated workload data (provided within Attachment #1) at the required quality metrics and standards. Include descriptions of steps that will be taken, and/or intermediate milestones to meet schedule requirements sufficient to demonstrate a full understanding of the requirement.
3. **Performance Work Statement (Attachment #1):** The Offeror shall provide a complete **Attachment #1: Performance Work Statement Template, filling out section 5**, demonstrating their technical understanding of the C4 Cyber Security support requirement. The Offeror shall provide a precise and concise work breakdown structure aligning with the SOO, how they will accomplish the SOO objectives, and the performance metrics and quality standards associated with the SOO and proposed PWS (Attachment #1).

Note: Only Section 5 of the Attachment 1: PWS Template needs to be filled out by the Offeror. If the Offeror chooses to edit any other section of Attachment 1: PWS Template, any change **MUST** be highlighted in yellow OR changed using track changes to bring it to the Government's attention. The Government will evaluate the changes and if accepted, it will be reflected on the contract conformed copy. If Offerors chose to revise other sections of the PWS besides Section 5, they need to provide a corresponding explanation of why this revision benefits the Government and still meets the overall objectives of this effort. If an adequate explanation is not provided, Offerors are forewarned that PWS revisions beyond Section 5 may be evaluated as weaknesses or deficiencies in not meeting RFP requirements.

1.6 Factor 2 – Management Approach:

1.6.1 The Offeror shall describe their management approach to achieving the objectives outlined in the SOO. The contractor shall provide the following for Factor 2:

1. **Program Management:** Offeror shall describe how they plan to manage this contract in an effective manner; how they will perform effective oversight to ensure SOO/PWS schedules are met; and detail the parties who will be responsible for performing program management support to meet SOO / PWS goals.
2. **Quality Control:** Offeror shall describe the quality control actions that will be employed to ensure compliance with quality standards in the PWS.
3. **Staffing Plan:** The Offeror shall describe how they will recruit, train, and retain the high-quality workforce described in the staffing matrix and ensure that any open positions are filled in expeditiously.

The management approach factor shall consider all the above-mentioned elements and meet or exceed the SOO requirement.

1.8 Volume 3 – Factor 3 – Past Performance

1.8.1 The Offeror must provide information on up to three (3) contracts within the last five (5) years (of the closing date of this solicitation) that are relevant in scope and similar in size and complexity to the tasks required in the SOO, using the "**Past Performance Questionnaire**" (**Attachment #4**). As Attachment #4 specifies, each previous effort must include the contract or task order number (no solicitation number); dollar value; type of contract; period of performance; and an explanation of how it is relevant to this effort in terms of scope and how it is similar in size/ magnitude and complexity. The explanation should identify how much of the previous effort is relevant to the scope of the requirement by dollar value (i.e., what was the dollar value of the portion of the work performed under the previous effort applicable to this SOO). If information is suitable for unclassified release, submit a copy of the relevant portion(s) of the PWS and CLIN. This information shall be provided as an attachment to this volume.

If subcontractor experience is submitted for consideration as part of the proposal, the offeror should include a commitment signed by offeror and subcontractor certifying that if a contract is awarded resulting from the proposal, the parties commit to joint performance as proposed. If the signed commitment is not fully executed by both parties and provided with the Past Performance Proposal, subcontractor references will not be evaluated or considered. Affiliate companies, sister companies, teaming arrangements, joint venture agreement, etc., will be considered provided that sufficient documentation is included in the proposal. The primary offering entity must demonstrate that the affiliate will perform significant and critical aspects of the contract if awarded. Documentation includes a copy of the signed arrangement such as documented affiliation, a copy of the teaming agreement, a copy of the joint venture agreement, etc.

If subcontractor experience is provided as part of the three most relevant contracts or efforts, the subcontractor experience will be given weight relative to the scope, magnitude, and complexity of the aspects of the work under the solicitation that the subcontractor is proposed to perform. Therefore, the offeror's proposal shall clearly detail the aspects of the work in the solicitation that the subcontractor is proposed to perform.

The Offeror's past performance information must demonstrate actions employed to identify risks and overcome problems encountered. The Offeror shall identify if they were performing on the contract as a prime or a subcontractor.

Note: If submitting for a Single Award IDIQ contract past performance record, all task orders collectively under an IDIQ contract count as one (1) past performance record.

If submitting for a Multiple Award IDIQ contract past performance record, each task order referenced in the proposal counts as a past performance record.

1.8.2 If the Offeror relies on past performance information in the Contractor Performance Assessment Report (CPARS), it shall ensure that the information is an interim/final CPARS record. Draft records will not be considered. If the Offeror does not have CPARS records for their past performance referenced efforts, **Attachment #5, "Assessor Past Performance Questionnaire,"** shall be utilized to obtain Assessor information sent directly to the government POCs no later than the closing date of this solicitation.

1.8.3 For classified contracts, provide past performance records ensuring that all information provided is unclassified prior to using this information as a reference for this effort.

1.8.4 Provide a current point of contact (POC) for each past performance record included in the proposal.

1.9 Volume 4 – Factor 4 – Price.

1.9.1 The Offeror shall provide its proposed unit pricing and total firm fixed price using **Attachment #3: Pricing Template**. All information relating to pricing data shall be included in this volume. Spreadsheets must be submitted in Microsoft Excel 2007 (or later) with no macros and no more than two decimal places for the CLIN unit pricing. Data in the price volume must be consistent with that in Volume I. The price volume shall include the completed pricing information in Attachment 1: Pricing Template. The price data should support the level of resources proposed in the Technical Approach volume. The Contractor must provide sufficient price information to allow the Contracting Officer to determine the reasonableness of the proposed price. C4 Cyber Security Support services is a firm-fixed-price effort; therefore, all labor rates and pricing totals shall include all overhead, G&A, profit, Other Direct Costs, etc. This information shall be incorporated in the pricing workbook as an added worksheet in Microsoft Excel.

1.9.2 The Contractor shall use and not change the not to exceed (NTE) amounts provided in the pricing template and the SF 1449 for cost reimbursement travel CLIN (No Fee Bearing).

1.9.3 The proposal is solicited on an “all or none” basis. Failure to submit an offer for all requirements of the PWS shall cause rejection of the offer. Non-compliance with any of the provisions herein may lead the Government to determine that an Offeror’s proposal is non-compliant and may result in removal from the evaluation.

Note: The Pricing Template is a guide for pricing purposes, the contractor can add additional tasks as pertinent to their proposal approach. However, the Pricing Template must match with the WBS proposed in the Attachment #1: Performance Work Statement for contract purposes.

1.9.4 The Government reserves the right to incorporate all or part of the successful offeror's proposal into any contract awarded according to this solicitation. In the event of any conflict between the successful offeror's proposal, incorporated into the contract awarded according to this solicitation, and any other portion of the contract, the conflict shall be resolved in favor of the contractual terms most favorable to the Government, as determined by the contracting officer.

Under no circumstances shall pricing information and documentation be included elsewhere in the proposal (outside of Volume 4).

(End of Provision)

FAR 52.212-2 ADDENDUM

52.212-2 ADDENDUM TO EVALUATION – COMMERCIAL ITEMS

FAR 52.212-2 ADDENDUM

52.212-2 ADDENDUM TO EVALUATION – COMMERCIAL ITEMS

1.0 Basis for Contract Award

The Government intends to award a Firm Fixed Price (FFP) contract (with cost reimbursement travel CLINs) resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation. The offeror's proposal shall be in the form prescribed by and contain a response to each identified area.

The solicitation requirements include all stated terms, conditions, representation and certification, and other information required by this solicitation. The Government reserves the right to award without discussions. Therefore, each initial proposal should contain the Offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if determined necessary by the Contracting Officer.

The Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted; the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

The Best Value/Tradeoff evaluation process IAW FAR Part 15, Contracting by Negotiation, permits the Government to make a best value determination based on a tradeoff among price and non-price evaluation factors and allows the Government to accept other than the lowest priced proposal or other than the highest technically rated proposal.

The following factors will be used to evaluate offers:

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

The relative order of importance of Factors:

The non-price evaluation factors (Factors 1-3) are listed in descending order of importance. All factors other than price, when combined, are significantly more important than price, Factor 4. Prospective Offerors are forewarned that a proposal meeting solicitation requirement with the lowest evaluated price may not be selected for an award if a higher-rated evaluated priced proposal is determined to be most advantageous to the Government.

2.0 Evaluation Factors

2.1 Factor 1 – Technical Approach

2.1.1 The Government will evaluate how the Offeror's technical approach demonstrates it will achieve the objectives outlined in the SOO. The Government will evaluate the following:

1. **Staffing Matrix:** The staffing approach considering the personnel, skill sets, specialized experience, labor hours, and certifications of the personnel in the staffing matrix.

2. **Operational plan:** The quality of the offeror's operational plan to apply the resources proposed under the staffing matrix to perform the tasks identified in the WBS/PWS at the required quality metrics and standards; and the descriptions of steps taken, and/or intermediate milestones to meet schedule requirements and how well they demonstrate a full understanding of the requirement.
3. **Performance Work Statement (Attachment #1):** The complete **Attachment #1: Performance Work Statement Template**; the proposed PWS tasks/subtasks, and the work breakdown structure and their alignment with the SOO.

Note: Personnel/resources proposed in the Staffing Matrix and Work Breakdown Structure portion of the technical proposal shall match the personnel/resources proposed in the Offeror's Price proposal.

The technical approach factor will evaluate all the above-mentioned elements and rate them following the Department of Defense, Source Selection Procedures dated August 2022, Combined Technical/Risk Rating Method.

2.2 Factor 2 – Management Capability

2.2.1 The Government will evaluate how the offeror's management approach demonstrates it will achieve the objectives outlined in the SOO. The Government will evaluate the following:

1. **Program Management:** the offeror's program management approach explaining how they will manage this contract in an effective manner, how they will perform effective oversight to ensure SOO/PWS schedules are met; and the parties responsible for performing program management support to meet SOO / PWS goals,
2. **Quality Control:** the quality control actions that will be employed to ensure compliance with the quality standards in the resulting PWS.
3. **Staffing Plan:** the offeror staffing plan describing how the Offeror will recruit, train, and retain the high-quality workforce described in the staffing matrix and ensure that any open positions are filled in expeditiously.

The management capability factor will evaluate all the above-mentioned elements and rate them following the Department of Defense Source Selection Procedures dated 20 August 2022, Combined Technical/Risk Rating Method.

2.4 Factor 3 – Past Performance

The past performance evaluation results in an assessment of the offeror's probability of meeting the solicitation requirements. The past performance evaluation considers each offeror's demonstrated recent and relevant record of performance in supplying products and services that meet the contract's requirements. In accordance with FAR 15.305(a)(2), the currency and relevance of the information, source of the information, and general trends in contractor's performance shall be considered. These are combined to establish one performance confidence assessment rating for each offeror.

2.4.1 There are three aspects to the past performance evaluation:

- **Recency;**
- **Relevancy; and**
- **Quality (including general trends in contractor performance and source of information).**

2.4.2 Recency. Recent is defined as performance occurring within the previous five (5) years from the date of solicitation closing. If a reference is not deemed recent, that reference will not be evaluated in the second or third aspects of this evaluation factor.

2.4.3 Relevance. In establishing what is relevant for the acquisition, consideration shall be given to those aspects of an offeror's history of contract (or subcontract) performance that would provide the most context and give the greatest ability to measure whether the offeror will successfully satisfy the current requirement. Common aspects of relevancy include, but are not limited to, the following: similarity of product/service/support, complexity, dollar value, contract type, and extent of subcontracting/teaming.

2.4.4 There are four levels of relevancy as shown in Table 1. With respect to relevancy, past performance of greater relevancy will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance.

Table 1 – Past Performance Relevancy Ratings	
Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

2.4.5 Quality of Performance. The third aspect of the past performance evaluation is to establish the overall quality of the offeror's past performance (see FAR 15.304(c)(2)). Only recent past performance deemed Somewhat Relevant or better will be evaluated in this third step. The past performance evaluation conducted in support of a current source selection does not establish, create, or change the existing record and history of the offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts. The Past Performance Evaluation Team will review all past performance information collected and determine the quality of the offeror's performance, general trends, and usefulness of the information and incorporate these into the performance confidence assessment. A separate quality assessment rating is not required; rather, the past performance confidence assessment rating is based on the offeror's overall record of recency, relevancy, and quality of performance.

2.4.6 Sources of Past Performance Information for evaluation are as follows:

- Information provided by the offeror, as solicited;
- Information obtained from questionnaires tailored to the circumstances of the acquisition;
- Information obtained from any other sources available to the Government, to include, but not limited to, the Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), or other databases; the Defense Contract Management Agency; and interviews with Program Managers, Contracting Officers, and Fee Determining Officials; and

- The government reserves the right to limit or expand the number of references it decides to contact and to contact references other than those provided by the Offeror.

2.4.7 Past Performance Confidence Assessment

The Government will use all confidence ratings identified in Table 2.

In the case of offerors for which there is no information on past contract performance or where recent, relevant past contract performance information is not available, the offeror may not be evaluated favorably or unfavorably on the factor of past contract performance (see FAR 15.305(a)(2)(iv).) In this case, the offeror's past performance is unknown and assigned a performance confidence rating of "neutral."

Table 2 – Past Performance Confidence Assessment Rating	
Rating	Definition
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

2.5 Factor 4 – Price

2.5.1 The Government will evaluate offers using the price analysis methods under FAR Subpart 15.4. For award purposes, the Government will use the total evaluated price (including the Base Year, Four Option Years, and FAR 52.217-8 Six-months extension), which will be based on the price proposed in Attachment #3: Pricing Template. FAR 52.217-8 Six-months extension will be half of the price proposed on their option year 4. To be considered for an award, the total evaluated price must be determined fair and reasonable.

2.5.2 The total evaluated price is used in the overall determination of "best value" to the Government. The price of the base year and all option periods will be evaluated, but this factor will not be given an adjectival rating. Evaluation of options does not obligate the Government to exercise the option(s). The price proposal should reflect the Offeror's most competitive price and terms.

2.5.3 The Government may also determine a proposal unacceptable should the proposed prices be materially unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more items is significantly overstated or understated, as indicated by applying price analysis techniques.

2.5.4 Reasonableness. Reasonableness considers the context of a given source selection, including current market conditions, general economic conditions, and other factors that affect the ability of an Offeror to perform the contract requirements. For the price to be reasonable in its nature and amount, it should not exceed that which would be incurred by a prudent person in the conduct of a competitive business.

2.5.5 Completeness and Accuracy (See also FAR 52.212-1 Addendum, Price paragraph). The Government will review the pricing tables for completeness and accuracy. A determination will be made as to whether the Offeror properly completed the pricing tables. The Offeror's proposal will be checked for mathematical correctness to include the following:

- 1) Checking arithmetic in all computations;
- 2) No more than two decimal places to any figure; and
- 3) Ensuring all prices are summarized correctly.

(End of Provision)

LIST OF ATTACHMENTS

Request for Proposal/Contract Attachments:

The following will become part of the contract at time of award:

Attachment 1: Performance Work Statement Template (as proposed)

Attachment 2: DD form 254 (as proposed)

Attachment 3: Pricing Template (as proposed)

The following are attachments to the Request for Proposal and will not become part of the resulting contract:

Attachment 4: Past Performance Questionnaire

Attachment 5: Assessor Past Performance Questionnaire

Attachment 6: Question and Answers