

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER		PAGE 1 OF 53	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE 09/08/2025		4. ORDER NUMBER		5. SOLICITATION NUMBER 19AQQM25R0299	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Rukmal S Perera				b. TELEPHONE NUMBER (No collect calls)	
8. OFFER DUE DATE / LOCAL TIME 09/15/2025 08:00 ET							
9. ISSUED BY Professional Services TSS/SVC/PS Office of Global Acquisition 1200 Wilson Blvd (SA-06B) Arlington, VA 22209		CODE		AGA		10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR	
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)		<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): SIZE STANDARD:	
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %		13a. THIS CONTRACT IS RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
				14. METHOD OF SOLICITATION <input type="checkbox"/> REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input checked="" type="checkbox"/> REQUEST FOR PROPOSAL (RFP)			
15. DELIVER TO		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	
						CODE	
Contact Telephone No.		UEI:					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NUMBER		20. SCHEDULE OF SUPPLIES/SERVICES (Use Reverse and/or Attach Additional Sheets as Necessary)		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
See Line Information							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Government Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE OFFER DATED ____ . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) Rukmal S Perera	
						31c. DATE SIGNED 09/08/2025	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 11/2021)
Prescribed by GSA - FAR (48 CFR) 53.212

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19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

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

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

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Section A - Solicitation/Contract Form

Line Item Summary	Solicitation Number: 19AQMM25R0299	Contract Number:	Title: Network Detection & Response		Date of Solicitation: 09/08/2025
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
001	PSC: DJ01 PSC Description: IT AND TELECOM - SECURITY AND COMPLIANCE SUPPORT SERVICES (LABOR) Type of Contract Pricing: Firm Fixed Price	0.0	LT	\$0.00	\$0.00
	Period of Performance: 09/30/2025 - 09/29/2026				
	Description: Project Manager				
	Pricing Options: Base				
CLIN Funding: Cost:					
Base Totals:				\$0.00	\$0.00
Exercised Options Totals:				\$0.00	\$0.00
Unexercised Options Totals:				\$0.00	\$0.00
Base and Options Totals:				\$0.00	\$0.00

Clause	Title	Fill-ins
52.246-4	Inspection of Services-Fixed-Price (Aug 1996)	
52.203-3	Gratuities (Apr 1984)	
52.203-12	Limitation On Payments to Influence Certain Federal Transactions (Jun 2020)	
52.203-13	Contractor Code of Business Ethics and Conduct (Nov 2021)	
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)	
52.204-12	Unique Entity Identifier Maintenance (Oct 2016)	
52.204-13	System for Award Management Maintenance (Oct 2018)	
52.204-14	Service Contract Reporting Requirements (Oct 2016)	
52.204-18	Commercial and Government Entity Code Maintenance (Aug 2020)	
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)	
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)	
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services (Nov 2023)	
52.215-2	Audit and Records-Negotiation (Jun 2020)	

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Clause	Title	Fill-ins
52.215-8	Order of Precedence - Uniform Contract Format (Oct 1997)	
52.222-54	Employment Eligibility Verification (Jan 2025)	
52.224-1	Privacy Act Notification (Apr 1984)	
52.224-2	Privacy Act (Apr 1984)	
52.224-3	Privacy Training (Jan 2017)	
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	
52.203-11	Certification And Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2024)	
52.212-3	Offeror Representations and Certifications-Commercial Products and Commercial Services (MAY 2024)(DEVIATION FEB 2025)	
52.204-7	System for Award Management (Nov 2024)	
52.204-16	Commercial and Government Entity Code Reporting (Aug 2020)	
52.204-22	Alternative Line Item Proposal (Jan 2017)	
52.215-1	Instructions to Offerors-Competitive Acquisition (Nov 2021)	
52.237-1	Site Visit (Apr 1984)	

B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Overview

The objective of this procurement is to acquire and deploy a fully operational Network Detection and Response (NDR) solution that significantly enhances the Department of State’s ability to detect, investigate, and respond to advanced network-based threats across its globally distributed IT enterprise.

B.2 General

The Government will award a Firm-Fixed-Price (FFP) contract. The prices below shall include all direct costs, indirect costs, overhead, and profit necessary to perform the requirements in accordance with the Performance Work Statement (PWS).

B.3 Price Schedule

The Government will award a Firm-Fixed-Price (FFP) contract. The prices below shall include all direct costs, indirect costs, overhead, and profit necessary to perform the requirements in accordance with the Performance Work Statement (PWS).

For all service CLINs, the Unit of Measure (UOM) shall be “Month” to support monthly incremental funding. Hardware, travel, or other one-time costs may use “Lot” or another appropriate UOM as specified. Offerors shall ensure their pricing is consistent with these UOM requirements and that all extended prices (unit price × quantity) are accurately calculated.

Figure 1. Base Year Sample CLIN Pricing Table

Schedule of Supplies/Services					
CLIN	Description of Services	Quantity	Unit	Unit Price	Total Price
Base Year					

001	Project Manager	12	Month		
002	Cybersecurity Architect III	12	Month		
003	Cybersecurity Engineer- Solution SME	12	Month		
004	NDR Software Platform with 24/7 Premium Support	1	Each		
005	Annual License Subscription and Support for On-prem & Cloud Hosts	145000 Units	Each		
006	Hardware (Sensor Nodes, TAP/Network Infrastructure) with OEM Warranty	1	Lot		
007	Remote Certified Solution Training *	1	Each	\$	15,000.00
008	Travel *	1	Lot	\$	5,000.00
Total Firm Fixed Price Base Year					

- denotes - Place Holder Number

B.4 Option Periods

The Government may exercise option periods in accordance with **FAR 52.217-9, Option to Extend the Term.**

Figure 2. Option Year One

Option Year One (if exercised)

CLIN	Description of Services	Quantity	Unit	Unit Price	Total Price
1001	Project Manager	12	Month		
1002	Cybersecurity Architect III	12	Month		
1003	Cybersecurity Engineer- Solution SME	12	Month		
1004	NDR Software Platform with 24/7 Premium Support	1	Each		
1005	Annual License Subscription and Support for On-prem & Cloud Hosts	150000 units	Each		
1006	Hardware (Sensor Nodes, TAP/Network Infrastructure) with OEM Warranty	1	Lot		
1007	Remote Certified Solution Training *	1	Each	\$	15,000.00
1008	Travel *	1	Lot	\$	5,000.00
Total Firm Fixed Price Option Year One					

- * denotes - Place Holder Number

(END OF SECTION B)

C - PERFORMANCE WORK STATEMENT

C.1 Purpose

The purpose of this procurement is to acquire and deploy a fully operational Network Detection and Response (NDR) solution that significantly enhances the Department of State's ability to detect, investigate, and respond to advanced network-based threats across its globally distributed IT enterprise.

The Office of Cyber Monitoring and Operations (DS/CTS/CMO) is enhancing the Department of State's cyber defense capabilities to address sophisticated and persistent network-based threats. To support this mission, the Cyber Operations Division (DS/CTS/CMO/COD) is procuring a Network Detection and Response (NDR) solution that delivers advanced capabilities such as AI-driven traffic analysis, encrypted traffic inspection, east-west visibility, and automated threat detection and response. This acquisition supports CMO's broader efforts to modernize network security monitoring and reduce the meantime to detect and respond to threats across enterprise and non-enterprise network environments.

C.2 Scope

The Contractor shall furnish all personnel, equipment, materials, and services necessary to perform the requirements set forth in the Performance Work Statement (PWS).

C.3 Statement of Work / Performance Work Statement

The detailed requirements for this contract are provided in Attachment J-1, Performance Work Statement (PWS), which is hereby incorporated by reference into this solicitation and any resulting contract. The Contractor shall perform in accordance with the PWS and all terms and conditions of the contract.

(END OF SECTION C)

D - PACKAGING AND MARKING

D.1 General

All deliverable reports submitted by the Contractor to the Government under this contract shall prominently show on the cover of the report:

1.
 - a. Name and address of the Contractor
 - b. Contract number
 - c. Date of report
 - d. Program Office

All reports become property of the DOS. The Contractor shall not include any company watermarking or statement that would prevent the DOS from utilizing or circulating the information contained in the report. If there are issues with the potential proprietary nature of the information, it shall be brought to the attention of the CO for resolution.

Unless otherwise requested, reports shall be submitted electronically to the Contracting Officer Representative COR.

(End of Section D)

E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 Clauses - (Feb 1998)

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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: www.acquisition.gov/FAR

Clauses Incorporated by Reference

FAR Clause	Title	Date
52.212-4	Contract Terms and Conditions—Commercial Products and Commercial Services	Nov 2023

E.2 Standards for Inspection and Acceptance of Deliverables

Inspection and acceptance of all deliverables shall be in accordance with the requirements and standards set forth in the Performance Work Statement (PWS). The PWS serves as the governing reference for determining the acceptability of supplies and services under this contract.

(End of Section E)

F - DELIVERIES OR PERFORMANCE

F.1 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: www.acquisition.gov/FAR

The following clauses apply at the Order level, as applicable, subject to specific delivery and performance requirements as set forth in the applicable Order.

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

FAR Clause	Title	Date
52.212-4	Contract Terms and Conditions—Commercial Products and Commercial Services	Nov 2023
52.242-15	Stop-Work Order	Aug 1989

F.2 Period of Performance

This Period of Performance (POP) from date of award one-year base period from the date of award with one, one-year option period that may be exercised solely at the government's discretion.

The base period of performance is September 30, 2025 – September 29, 2026

The Option year one period of performance is September 30, 2026 – September 29, 2027 if exercised.

F.3 Place of Performance

The Place of Performance of this contract will be as follows:

- Location: SA-26, 8101 O'Dell Rd. Beltsville, MD 20708
- Location: SA-20, 1801 N Lynn Street Arlington VA, 22209
- Location: DOS ESOC West, 1 Denver Federal Center, Building 17, Denver, Colorado 80225

F.4 Deliverables

Performance under this contract shall be in accordance with the Performance Work Statement (PWS) and any task orders issued hereunder. All deliverables, including reports, products, and services, shall be provided in the quantities, at the locations, and within

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the timeframes specified in the PWS. The applicable terms for delivery and performance are incorporated by reference from FAR 52.212-4(f), Contract Terms and Conditions—Commercial Products and Commercial Services.

F.5 Performance Standards and Evaluation

The Contractor shall perform all work in accordance with the Performance Work Statement (PWS), meeting the standards and requirements specified therein. Performance will be evaluated based on the following criteria:

1. Quality of Deliverables

- Deliverables, including reports, products, and services, must meet all technical and contractual requirements outlined in the PWS.
- Any deficiencies must be corrected at the Contractor's expense within the timeframe specified by the Contracting Officer's Representative (COR).

2. Timeliness of Performance

- Deliverables shall be submitted by the dates specified in the PWS.
- Late or incomplete submissions may be subject to corrective actions or consideration in performance evaluations.

3. Compliance with Contract Requirements

- Contractor performance shall comply with all applicable Federal regulations, contract clauses, and PWS standards.

4. Customer Satisfaction / Responsiveness

- The Government may assess responsiveness, communication, and overall satisfaction with services provided under the contract.

5. Evaluation Process

- Performance evaluations will be conducted periodically (e.g., monthly, quarterly, or as specified in the PWS).
- Results of evaluations may be documented in the Contractor Performance Assessment Reporting System (CPARS) or equivalent Government system, and may influence future tasking or awards.

The Contractor is expected to proactively monitor performance, address deficiencies, and maintain a high standard of quality and responsiveness throughout the contract period.

F.6 Key Personnel

The key personnel that the Contractor must furnish for the performance of this contract are as follows:

Key Personnel Position

Name

Project Manager

Cybersecurity Architect

Cybersecurity Security Engineer, Solutions Engineer, or Solution SME

The Contractor must immediately notify the CO and the COR of any key personnel's departure and the reasons thereof and propose interim coverage while rectifying the situation. The Contractor will propose a substitute candidate for each vacated position to the CO and the COR along with a budget impact statement in sufficient detail to permit evaluation of the impact on the program. The Contractor must not replace the key personnel without the prior written consent of the COR and prior written approval of the CO, whether provided in advance or by ratification.

F.7 Contractor's Primary Point of Contact

The contractor's primary point of contact is *TBD* and can be reached at TBD and TBD.

(End of Section F)

G - CONTRACT ADMINISTRATION DATA

G.1 Contract Administration

This contract will be administered as follows:

Contracting Officer

TBD

U.S. Department of State

Office of Acquisitions Management

Email:

Contracting Officer's Representative (COR)/EVOLVE Program Manager

TBD

U.S. Department of State

Bureau of Diplomatic Security

Email:

Written communications regarding the administration of this contract shall refer to the contract number and applicable task order number(s), and shall be submitted electronically to the CO, COR, and any alternate points of contact, as delineated herein.

G.2 Contracting Officer's Authority

The Contracting Officer (CO) is the only individual authorized to approve or direct any changes to the requirements of this contract. Notwithstanding any provisions elsewhere in this contract, this authority remains solely with the CO.

If the Contractor undertakes any changes at the direction of any person other than the CO, such changes shall be considered unauthorized, and no adjustment shall be made to the contract terms, including price, fee, or profit.

G.3 652.242-70 - CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR is [insert job title of COR]. *TBD*

(End of clause)

(c) The responsibilities of the COR and any alternate CORs include, but are not limited to:

1. Recommending, to the Contracting Officer, deductions for payment for hours not worked;
2. Advising the Contracting Officer of nonperformance or unsatisfactory performance;
3. Advising the Contracting Officer of any factors that may cause delay in performance of work; and
4. Reviewing and approving invoices for payment.

(d) The COR, and any other representatives, will be appointed in writing by the Contracting Officer.

(e) The Contracting Officer reserves the right to appoint other individuals, such as, but not limited to, Government Technical Monitors, Property Administrators, and Plant Clearance Officers to assist in the administration of this contract and any resultant task orders. Depending on the nature of required support, the Government reserves the right to utilize third party contractors to assist in contract administration.

(END OF SECTION G)

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H - SPECIAL CONTRACT REQUIREMENTS

The following pages set forth the **Special Contract Requirements** applicable to this contract. These requirements are in addition to the general terms and conditions and are integral to the Contractor's performance under this contract. Offerors are expected to comply fully with all requirements specified herein.

52.202-1 - Definitions (Jun 2020)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning;
- (d) The word or term is defined in FAR part 31, for use in the cost principles and procedures; or
- (e) The word or term defines an acquisition-related threshold, and if the threshold is adjusted for inflation as set forth in FAR 1.109(a), then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment; see FAR 1.109(d).

(End of clause)

52.203-5 - Covenant Against Contingent Fees (May 2014)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-6 - Restrictions on Subcontractor Sales to the Government (Jun 2020)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

(End of clause)

52.203-7 - Anti-Kickback Procedures (Jun 2020)

(a) *Definitions.*

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) 41 U.S.C. chapter 87, Kickbacks, prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Attorney General.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c)(5) but excepting paragraph (c)(1) of this clause, in all subcontracts under this contract that exceed the threshold specified in Federal Acquisition Regulation 3.502-2(i) on the date of subcontract award.

(End of clause)

52.203-17 - Contractor Employee Whistleblower Rights (Nov 2023)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies established at 41 U.S.C. 4712 and Federal Acquisition Regulation (FAR) 3.900 through 3.905.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in FAR 3.900 through 3.905.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

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(End of clause)

52.204-10 - Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)

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

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

"Month of award" means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information

(d) (1) *Executive compensation of the prime contractor.* As a part of its annual registration requirement in the System for Award Management (SAM) (Federal Acquisition Regulation (FAR) provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if--

(i) In the Contractor's preceding fiscal year, the Contractor received--

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) *First-tier subcontract information.* Unless otherwise directed by the Contracting Officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract valued at or above the threshold specified in FAR 4.1403(a) on the date of subcontract award, the Contractor shall report the following information at <http://www.fsrs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

(i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

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(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensation of the first-tier subcontractor.* Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract valued at or above the threshold specified in FAR 4.1403(a) on the date of subcontract award, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if--

(i) In the subcontractor's preceding fiscal year, the subcontractor received--

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78 m(a), 78 o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value below the threshold specified in FAR 4.1403(a), on the date of subcontract award, to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g) (1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSR database at <http://www.fsr.gov> will be prepopulated with some information from SAM and the FPDS database. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM information is incorrect, the contractor is responsible for correcting this information.

(End of clause)

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

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

(End of clause)

52.204-23 - Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023)

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

Kaspersky Lab covered article means any hardware, software, or service that--

(1) Is developed or provided by a Kaspersky Lab covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab covered entity.

Kaspersky Lab covered entity means--

(1) Kaspersky Lab;

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- (2) Any successor entity to Kaspersky Lab, including any change in name, *e.g.*, "Kaspersky";
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any Kaspersky Lab covered article. The Contractor is prohibited from--

- (1) Providing any Kaspersky Lab covered article that the Government will use on or after October 1, 2018; and
- (2) Using any Kaspersky Lab covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

(1) In the event the Contractor identifies a Kaspersky Lab covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a Kaspersky Lab covered article, any reasons that led to the use or submission of the Kaspersky Lab covered article, and any additional efforts that will be incorporated to prevent future use or submission of Kaspersky Lab covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.204-25 - Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

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

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

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

Covered telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications

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Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

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

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

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

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

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

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

(b) *Prohibition.*

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with

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an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

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

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

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

(d) Reporting requirement.

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

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

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

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

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

(End of clause)

52.204-27 - Prohibition on a ByteDance Covered Application (Jun 2023)

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

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)--

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use--

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, "No TikTok on Government Devices" Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.212-5 - Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (JAN 2025)(DEVIATION FEB 2025)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

___ (6) [Reserved].

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

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

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

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

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

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

X (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) (31 U.S.C. 6101 note).

X (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

___ (14) [Reserved].

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

___ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (17) [Reserved]

___ (18)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

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

___ (19)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

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

___ (20) 52.219-8, Utilization of Small Business Concerns (Feb 2024) (15 U.S.C. 637(d)(2) and (3)).

___ (21)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (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 (Jan 2025) of 52.219-9.

___ (22)(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

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

X (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

___ (24) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

___ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

___ (26)(i) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).

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

___ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

___ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

___ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

X (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

X (31) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

X (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2025) (E.O. 13126).

___ (33) **[Reserved]**

___ (34) **[Reserved]**

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

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

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

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

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

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

X (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (39)(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

___ (40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

___ (41)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c) (3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

___ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, *et seq.*).

___ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, *et seq.*).

___ (44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, *et seq.*).

___ (45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, *et seq.*).

___ (46) 52.223-23, Sustainable Products and Services (May 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671).

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

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

X (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 (Nov 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I [Reserved].

___ (iii) Alternate II (Jan 2025) of 52.225-3.

___ (iv) Alternate III (Feb 2024) of 52.225-3.

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

___ (50) 52.225-5, Trade Agreements (Nov 2023) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (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).

X (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

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

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

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

___ (59) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

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

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

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

__ (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

X (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

__ (65)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

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

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

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

__ (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).

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

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

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

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

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

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

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

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

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

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

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

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

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

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) **[Reserved]**

(x) **[Reserved]**

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

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

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

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

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

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

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

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

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

(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).

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

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

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

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

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

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

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 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)

52.222-50 - Combating Trafficking in Persons (Nov 2021)

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

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means--

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Commercially available off-the-shelf (COTS) item--

(1) Means any item of supply (including construction material) that is--

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101;

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for--

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs--

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

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(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is--

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to--

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy*. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not--

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements.* The Contractor shall--

(1) Notify its employees and agents of--

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of--

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in--

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.* (1) The Contractor shall, at a minimum--

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not--

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from--

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.* (1) This paragraph (h) applies to any portion of the contract that--

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate--

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employees or potential employee and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.* (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that--

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either--

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.* (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that--

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

52.226-8 - Encouraging Contractor Policies To Ban Text Messaging While Driving (May 2024)

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

"Driving"--

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The Contractor is encouraged to--

(1) Adopt and enforce policies that ban text messaging while driving--

(i) Company-owned or rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as--

(i) Establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

(End of clause)

52.232-33 - Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

(End of clause)

52.232-39 - Unenforceability of Unauthorized Obligations (Jun 2013)

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

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

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

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

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

(End of clause)

52.232-40 - Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)

(a)(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

52.233-3 - Protest after Award (Aug 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; *provided*, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

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(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.233-4 - Applicable Law for Breach of Contract Claim (Oct 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.240-1 - Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024)

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

American Security Drone Act-covered foreign entity means an entity included on a list developed and maintained by the Federal Acquisition Security Council (FASC) and published in the System for Award Management (SAM) at <https://www.sam.gov> (section 1822 of the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act-covered foreign entity.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibition.* The Contractor is prohibited from--

(1) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.);

(2) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.); and

(3) On or after December 22, 2025, using Federal funds for the procurement or operation of a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(c) *Procedures.* The Contractor shall search SAM at <https://www.sam.gov> for the FASC-maintained list of American Security Drone Act-covered foreign entities prior to proposing, or using in performance of the contract, any unmanned aircraft system. Additionally, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(d) *Exemptions, exceptions, and waivers.* The prohibitions in this clause do not apply where the agency has determined an exemption, exception, or waiver applies and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 (41 U.S.C. 3901 note prec.) for statutory requirements pertaining to exemptions, exceptions, and waivers.

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

(End of clause)

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52.244-6 - Subcontracts for Commercial Products and Commercial Services (JAN 2025)(DEVIATION FEB 2025)

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

Commercial product, commercial service, and commercially available off-the-shelf item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.

Subcontract includes a transfer of commercial products or commercial services between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial products or commercial services:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509), if the subcontract exceeds the threshold specified in FAR 3.1004(a) on the date of subcontract award, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

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

(iv) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017).

(v) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Nov 2021), other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.

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

(vii) 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).

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

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

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

(x) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers 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.

(xi) **[Reserved]**

(xii) **[Reserved]**

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

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

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

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

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

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

(xviii) 52.222-55, Minimum Wages for Contractor Workers under Executive Order 14026 (Jan 2022), if flowdown is required in accordance with paragraph (k) of FAR clause 52.222-55.

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706), if flowdown is required in accordance with paragraph (m) of FAR clause 52.222-62.

(xx)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).

(B) Alternate I (Jan 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).

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

(xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xxiii) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

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

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

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

652.204-70 - DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD POLICY AND PROCEDURES (FEB 2015)

a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Policy and Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert the substance of this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Policy and Procedures may be accessed at <https://usdos.sharepoint.com/sites/DS-In/C/ST/SSI/NSM/IDM/OneBadge/SitePages/OneBadge.aspx>.

(End of clause)

652.237-72 - OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (FEB 2015)

(a) The Department of State observes the following days as holidays:

New Year's Day
 Martin Luther King's Birthday
 Washington's Birthday
 Memorial Day

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Juneteenth
 Independence Day
 Labor Day
 Columbus Day
 Veterans Day
 Thanksgiving Day
 Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

- (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
- (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractors accounting policy.
 (End of clause)

652.239-71 - SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION AND COMMUNICATION TECHNOLOGY RESOURCES (DEVIATION JULY 2025)

(a) General. The Contractor shall be responsible for information technology (ICT) security, based on Department of State (DOS) risk assessments, for all systems connected to a Department of State (DOS) network or operated by the Contractor for DOS, regardless of location. This clause is applicable to all or any part of the contract that includes information and communication technology resources or services in which the Contractor has physical or electronic access to DOS's information that directly supports the mission of DOS. The term "information and communication technology", as used in this clause, means any equipment, including telecommunications equipment, that is used in the automatic acquisition, storage, manipulation, management, control, display, switching, interchange, transmission, or reception of data or information. This includes both major applications and general support systems as defined by OMB Circular A-130. Examples of tasks that require security provisions include:

- (1) Hosting of DOS e-Government sites or other ICT operations;
- (2) Acquisition, transmission, or analysis of data owned by DOS with significant replacement cost should the Contractor's copy be corrupted; and
- (3) Access to DOS general support systems/major applications at a level beyond that granted the general public; e.g., bypassing a firewall.

(b) ICT Security Plan. The Contractor shall develop, provide, implement, and maintain an ICT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or

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used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's ICT Security Plan shall comply with applicable Federal laws that include, but are not limited to, 40 U.S.C. 11331, the Federal Information Security Management Act (FISMA) of 2002, and the E-Government Act of 2002. The plan shall meet ICT security requirements in accordance with Federal and DOS policies and procedures, as they may be amended from time to time during the term of this contract that include, but are not limited to:

(1) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;

(2) National Institute of Standards and Technology (NIST) Guidelines (see NIST Special Publication 800-37, Guide for the Security Certification and Accreditation of Federal Information Technology systems (<http://csrc.nist.gov/publications/nistpubs/800-37/SP800-37-final.pdf>); and

(3) Department of State information security sections of the Foreign Affairs Manual (FAM) and Foreign Affairs Handbook (FAH) (<http://foia.state.gov/Regs/Search.asp>), specifically:

(i) 12 FAM 230, Personnel Security;

(ii) 12 FAM 500, Information Security (sections 540, 570, and 590);

(iii) 12 FAM 600, Information Security Technology (section 620, and portions of 650);

(iv) 5 FAM 1060, Information Assurance Management; and

(v) 5 FAH 11, Information Assurance Handbook.

(c) Submittal of ICT Security Plan. Within 30 days after contract award, the Contractor shall submit the ICT Security Plan to the Contracting Officer and Contracting Officer's Representative (COR) for acceptance. This plan shall be consistent with and further detail the approach contained in the contractor's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as accepted by the Contracting Officer and COR, shall be incorporated into the contract as a compliance document. The Contractor shall comply with the accepted plan.

(d) Accreditation. Within six (6) months after contract award, the Contractor shall submit written proof of IT security accreditation for acceptance by the Contracting Officer. Such written proof may be furnished either by the Contractor or by a third party. Accreditation must be in accordance with NIST Special Publication 800-37. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document, and shall include a final security plan, a risk assessment, security test and evaluation, and disaster recovery/continuity of operations plan. The Contractor shall comply with the accepted accreditation documentation.

(e) Annual verification. On an annual basis, the Contractor shall submit verification to the Contracting Officer that the ICT Security plan remains valid.

(f) Warning notices. The Contractor shall ensure that the following banners are displayed on all DOS systems (both public and private) operated by the Contractor prior to allowing anyone access to the system:

Government Warning

****WARNING**WARNING**WARNING****

Unauthorized access is a violation of U.S. law and Department of State policy, and may result in criminal or administrative penalties. Users shall not access other user's or system files without proper authority. Absence of access controls IS NOT authorization for access! DOS information systems and related equipment are intended for communication, transmission, processing and storage of U.S. Government information. These systems and equipment are subject to monitoring by law enforcement and authorized Department officials. Monitoring may result in the acquisition, recording, and analysis of all data being communicated, transmitted, processed or stored in this system by law enforcement and authorize Department officials. Use of this system constitutes consent to such monitoring.

****WARNING**WARNING**WARNING****

(g) Privacy Act notification. The Contractor shall ensure that the following banner is displayed on all DOS systems that contain Privacy Act information operated by the Contractor prior to allowing anyone access to the system:

This system contains information protected under the provisions of the Privacy Act of 1974 (Pub. L. 93-579). Any privacy information displayed on the screen or printed shall be protected from unauthorized disclosure. Employees who violate privacy safeguards may be subject to disciplinary actions, a fine of up to \$5,000, or both.

(h) Privileged or limited privileges access. Contractor personnel requiring privileged access or limited privileges access to systems operated by the Contractor for DOS or interconnected to a DOS network shall adhere to the specific contract security requirements contained within this contract and/or the Contract Security Classification Specification (DD Form 254).

(i) Training. The Contractor shall ensure that its employees performing under this contract receive annual ICT security training in accordance with OMB Circular A-130, FISMA, and NIST requirements, as they may be amended from time to time during the term of this contract, with a specific emphasis on the rules of behavior.

(j) Government access. The Contractor shall afford the Government access to the Contractor's and subcontractor's facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of DOS data or to the function of information technology systems operated on behalf of DOS, and to preserve evidence of computer crime.

(k) Subcontracts. The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(l) Notification regarding employees. The Contractor shall immediately notify the Contracting Officer when an employee either begins or terminates employment when that employee has access to DOS information systems or data.

(m) Termination. Failure on the part of the Contractor to comply with the terms of this clause may result in termination of this contract.

(End of clause)

652.242-73 - AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.1 ATTACHMENT 1

Performance Work Statement - Network Detection & Response (NDR) Modernization

52.204-29 - Federal Acquisition Supply Chain Security Act Orders-Representation and Disclosures (Dec 2023)

(a) *Definitions.* As used in this provision, *Covered article*, *FASCSA order*, *Intelligence community*, *National security system*, *Reasonable inquiry*, *Sensitive compartmented information*, *Sensitive compartmented information system*, and *Source* have the meaning provided in the clause 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(b) *Prohibition.* Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(c) *Procedures.*

(1) The Offeror shall search for the phrase "FASCSA order" in the System for Award Management (SAM)(<https://www.sam.gov>) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) *Representation.* By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) *Disclosures.* The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

- (1) Name of the product or service provided to the Government;
- (2) Name of the covered article or source subject to a FASCSA order;
- (3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;
- (4) Brand;
- (5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
- (6) Item description;
- (7) Reason why the applicable covered article or the product or service is being provided or used;

(f) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of provision)

52.225-25 - Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications (Jun 2020)

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

"Person"--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"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)).

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

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with Federal Acquisition Regulation (FAR) 25.703-4, by submission of its offer, the offeror--

(1) 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;

(2) 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. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) 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>).

(d) *Exception for trade agreements.* The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if--

(1) This solicitation includes a trade agreements notice or certification (*e.g.*, 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

652.225-70 - ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions.

As used in this provision:

'Foreign person' means any person other than a United States person as defined below.

'United States person' means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification.

By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

(End of provision)

K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

Submissions of each proposal will be checked in System for Award Management (www.sam.gov) for registration status, and representations and certifications.

52.212-1 - Instructions to Offerors-Commercial Products and Commercial Services (Sep 2023)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

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

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

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

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

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(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation*.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of Federal specifications, standards, and product descriptions can be downloaded from the ASSIST website at <https://assist.dla.mil>.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained from the address in paragraph (i)(1)(i) of this provision.

(2) Most unclassified Defense specifications and standards may be downloaded from the ASSIST website at <https://assist.dla.mil>.

(3) Defense documents not available from the ASSIST website may be requested from the Defense Standardization Program Office by--

(i) Using the ASSIST feedback module (<https://assist.dla.mil/feedback>); or

(ii) Contacting the Defense Standardization Program Office by telephone at 571-767-6688 or email at assisthelp@dlamail.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier*. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) [Reserved].

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

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(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

652.239-70 - INFORMATION AND COMMUNICATION TECHNOLOGY SECURITY PLAN AND ACCREDITATION (DEVIATION JULY 2025)

All offers/bids submitted in response to this solicitation must address the approach for completing the security plan and certification and accreditation requirements as required by the clause at 652.239-71, Security Requirements for Unclassified Information and Communication Technology Resources.

(end of provision)

L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Solicitation Provisions Incorporated by Reference – Far 52.252-1 (FEB 1998)

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

FAR: <https://www.acquisition.gov/browse/index/far>

DOSAR: <https://www.acquisition.gov/dosar>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the DOS Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet search engine (such as Yahoo, Google, and Bing) to obtain the latest location of the most current FAR.

Clause	Title	Date
52.215-1	Instructions to Offerors—Competitive Acquisition	(Nov 2021)
52.204-7	System for Award Management	(Nov 2024)
52.204-16	Commercial and Government Entity Code Reporting	(AUG 2020)
52.233-2	Service of Protest	(SEPT 2006)

L.2 52.216-1 Type of Contract (Apr 1984)

The Government contemplates the award of a **Firm-Fixed-Price (FFP) contract** resulting from this solicitation. For all service-type CLINs, the **Unit of Measure (UOM)** shall be “**Month**” to support monthly incremental funding, unless otherwise specified in Section B. Hardware, travel, or other one-time costs may use “**Lot**” or another appropriate UOM as specified.

L.3 52.233-2 SERVICE OF PROTEST (SEPT 2006)

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

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

U.S. Department of State
M/GA/PASS/CLT
Attn: Rukmal Perera
1400 Wilson Blvd
Arlington, VA 22209

L.4 FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS – (APR 1984)

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

L.5 DOSAR 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN – (FEB 2015)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential Offerors are encouraged first to contact the contracting officer for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(
2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential Offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, [insert name], at [insert telephone and fax numbers]. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite1060, SA-15, Washington, DC 20520.

L.6 Contract Award

The Government reserves the right to limit the competitive range for purposes of economy and efficiency. The Government may also make an award without discussions. Therefore, Offerors are encouraged to submit their best terms in their initial proposal.

L.7 Solicitation Response

The Offeror must include all information requested. Particular care should be taken to respond to the requirements of the instructions for offer preparation set forth in paragraph L.11.

The Government will not pay, or be responsible for, any proposal costs incurred by the Offeror or any costs attributed to the proposal preparation.

L.8 Discussions with the Offeror

The Contracting Officer is the only individual authorized to conduct formal discussions with Offerors from release of this RFP through contract award. Any such discussions shall be conducted in accordance with the Federal Acquisition Regulation (FAR) Part 15 guidelines. The Contracting Officer is Rukmal Perera. The Government reserves the right to limit the competitive range for purposes of economy and efficiency.

L.9 Disposition of Offers

The offers will not be returned. Upon award the successful Offerors original copies will be retained in the official contract file and all other copies will be destroyed.

L.10 Offeror Questions/Clarifications

Any questions, comments or clarifications concerning any aspect of the RFP shall be prepared in writing and submitted to the Contracting Officer and Contract Specialist no later than 4:00 PM EST three (3) days after the RFP has been released. Questions should be submitted, identified and segregated by topic (e.g., technical, cost). Questions shall be submitted in a Microsoft Word document and shall be listed in a chart utilizing the following format:

Question #	Technical or Cost	RFP Section # Title & Page	Question	Recommendation, if any

Questions/clarifications shall be sent via email to the Contracting Officer Rukmal Perera at pereraRS@state.gov. Correspondence should include the RFP number. **No telephonic questions shall be accepted.**

L.11 Proposal Instructions

Number of awards: The U.S. Government anticipates awarding **one** of contract from this solicitation. The Agency also reserves the right to award more or fewer awards than the anticipated number of contracts stated above.

RFP Instructions: Proposals must be submitted in accordance with Section L. If an offeror does not follow the instructions set forth herein, the offeror's proposal may be eliminated from further consideration or the proposal may be downgraded and not receive full credit under the applicable evaluation criteria. If an offeror does not understand the instructions in this solicitation, then it should submit questions to the Contracting Officer for clarification sufficiently in advance of the deadline for questions mentioned in the cover letter in order to obtain an answer in time to meet the proposal deadline.

Accurate and Complete Information: Offerors must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S.C.1001.

Proposal Preparation Costs: Issuance of this solicitation does not constitute a commitment on the part of the U.S. Government to make an award nor does it commit the U.S. Government to pay for any costs incurred in the preparation and submission of a proposal. Further, the U.S. Government reserves the right to reject any or all proposals received.

Offer Acceptability: The U.S. Government may determine an offer to be unacceptable if the offer does not comply with all the instructions, terms and conditions of the solicitation.

In addition to all instructions, conditions, and notices to Offerors elsewhere in the solicitation, including FAR 52.215-1 *Instructions to Offerors--Competitive Acquisition* (Nov 2021) - *Alternate I* (Oct 1997), Offerors shall comply with all instructions, conditions, and notices in this section.

L.12 Submission Instructions

Offerors must submit their proposal in accordance with the following:

1. Proposals must be signed by an official, electronically or handwritten, who is authorized to bind the organization.
2. The proposal must be prepared in two distinct parts:
 1. **Volume I: Technical Proposal** which must address technical aspects only. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit. The Past Performance information must be included as part of the Technical Proposal; and
 2. **Volume II: Cost/Business Proposal** which must present the cost for the services and sufficient evidence of responsibility.

Submit the proposal via the email no later than the date and time stated on the cover page. Total email size must not exceed 25MB for ease of transmission. Multiple emails may be sent. All attachments must be in MS Word, Adobe PDF, and/or MS Excel unprotected readable format. The offeror must indicate in the subject line of the email whether the email relates to the Technical Proposal or Cost Proposal and the desired sequence of multiple emails (if more than one is sent) and of attachments (e.g. "no. 1 of 4", etc.). The technical and cost proposals must be kept separate from each other. For example, if your Cost Proposal is being sent in two emails, the first email should have a subject line which says: "Organization name, Solicitation Number, Cost Proposal, Part 1 of 2."

Proposals submitted in any other format may not be considered for evaluation. Offerors are responsible for ensuring that submissions are complete, legible, and received by the CO Mr. Rukmal Perera at pereraRS@state.gov **no later than the date and time specified in the solicitation.**

Submit proposals to:

Rukmal Perera at pereraRS@state.gov

L.13 Instructions for The Preparation of The Technical Proposal

Formatting Requirements:

- The technical submission shall include a Table of Contents identifying all sections and subsections with corresponding page numbers.
- All files must be compatible with Microsoft Office 2019 or later and shall not be password-protected.
- Pages shall be numbered using a consistent scheme that applies to all documents, figures, and tables.
- Paper size shall be 8.5 x 11 inches.
- Font shall be 12-point, single-spaced Times New Roman. Graphics may use no smaller than 9-point font; tables no smaller than 10-point font.
- Margins shall be a minimum of one inch on all sides. Header/footer content is permitted but shall not include any evaluative material.

Page Limitation

The response to Factor 1 – Technical Approach, including the Proof of Concept and Deployment Strategy, shall not exceed 15 pages. This limit does not include appendices (e.g., the completed Solution Requirements Matrix) or pre-printed product literature.

Offerors are expected to provide sufficient detail within the page limit to clearly demonstrate their technical solution and deployment approach.

L.14 Volume I: TECHNICAL PROPOSAL

Evaluation Factor 1 - Technical Approach

The Offeror shall submit a clear, complete, and technically sound description of its approach for delivering the required Network Detection and Response (NDR) solution and services. The submission shall demonstrate how the proposed solution aligns with the Department's cybersecurity modernization objectives, integrates with existing systems, and supports scalable deployment across enterprise environments.

The Government will evaluate the Offeror's ability to deliver an integrated, scalable, and operationally mature solution that meets all technical and functional requirements.

Evaluation Subfactor 1.1 - Solution Requirements Matrix

The Offeror shall complete and submit a Solution Requirements Matrix that maps directly to the requirements outlined in this Performance Work Statement (PWS), specifically:

- Section 3.2.1 – Technical Requirements (35)
- Section 3.2.2 – Software Integration Requirements (8)
- Section 3.2.3 – Compliance Requirements (3)
- Section 3.2.4 – Personnel Requirements (4)

For each listed requirement, the Offeror shall indicate one of the following implementation statuses:

- *Fully Meets*
- *Partially Meets*
- *Requires Additional Modules*
- *Does Not Meet*

The completed matrix must be submitted as a standalone attachment. Narrative explanations are not required and will not count toward the 15-page Technical Volume limit.

The Government will evaluate the Offeror's submitted Solution Requirements Matrix and assess how well the proposed solution satisfies each individual requirement.

Emphasis will be placed on the solution's ability to meet all mandatory requirements without extensive modification or reliance on future roadmap developments.

Evaluation Subfactor 1.2 - Proof of Technology (POT)

The Offeror shall submit a high-level Proof of Technology (POT) that demonstrates how the proposed Network Detection and Response (NDR) solution meets Departmental requirements. The POT shall include the following elements:

- A "to-be" architecture diagram illustrating the proposed NDR solution integrated within the Department's enterprise architecture.
- A description of NDR components, including sensors, agents, cloud-native or on-premises appliances, and management consoles.
- A summary of alerting and automated response capabilities.
- A description of AI/ML features used for threat detection, anomaly detection, and behavioral analytics.
- A list of required ports, protocols, and encryption standards.
 - A description of integration methods with the following existing tools: Splunk
 - Zeek
 - Suricata
 - ServiceNow
 - Palo Alto Networks
 - Syslog
 - Cribl
 - Nutanix Robo
 - Microsoft Defender products

The Government will evaluate the Proof of Technology (POT) based on the overall **completeness, feasibility, technical maturity,** and **relevance** of the proposed solution elements. Emphasis will be placed on how well the POT demonstrates:

- Seamless integration with existing Department tools and infrastructure.
- Advanced detection and automated response capabilities.
- Use of AI/ML for enhanced behavioral analysis.
- Clear articulation of deployment architecture and operational fit.

Evaluation Subfactor 1.3 - Deployment Strategy

The Offeror shall provide a Deployment Strategy that clearly articulates how the proposed NDR solution will be implemented in a phased, scalable, and operationally efficient manner across Department's on-premises and cloud IT environments.

The strategy shall include:

- Implementation Timeline using Agile methodologies or similar iterative approaches.
- Phased Deployment Plan, including:
 - Base Year: Deployment to DOS Data Centers
 - Option Year 1: DOS Internet gateways (TIC), Demilitarized Zones (DMZs)
 - Year 2 and beyond: Foreign and Domestic Posts, Non-Enterprise Networks (NENs)

Additionally, the strategy shall address:

- Support for RMF compliance and achieving full Authority to Operate (ATO)
- Development of Deployment Plans, Change Requests (CRs), and Firewall Access Board (FAB) submissions
- Participation in Testing and Pilot phases
- Hands-on-keyboard support for deployment and configuration of sensors, appliances, and agents
- Sensor tuning, console configuration, and dashboard/workflow setup
- Automation of patching, updates, and tuning
- Training and certification by user role or persona
- Development of a Risk Register with mitigation strategies for deployment risks

The Government will evaluate the Deployment Strategy based on the overall completeness, feasibility, scalability, and operational readiness of the proposed approach. Emphasis will be placed on how well the strategy demonstrates:

- Phased implementation that aligns with Department deployment priorities.
- Operational integration with Department infrastructure and change control processes.
- Support for RMF compliance, ATO readiness, and secure configuration practices.
- Readiness to support pilot testing, hands-on deployment, and tuning activities.
- Use of automation to streamline deployment, patching, and tuning.

Training and transition planning to ensure knowledge transfer and long-term maintainability.

Evaluation Factor 2 - Management Approach

The Offeror shall describe its approach for managing the contract and delivering services defined in the Performance Work Statement (PWS). The submission shall demonstrate the Offeror's ability to coordinate technical and operational tasks, mitigate risks, manage resources, and communicate effectively with Government stakeholders.

The management approach must address:

- Project and task management processes (including Agile methodologies, if applicable)
- Change and configuration management

- Risk management and mitigation strategies
- Schedule and milestone tracking
- Resource and financial planning
- Quality control and contract performance monitoring
- Communication, reporting, and stakeholder engagement

The Offeror shall include a Contract Quality Control Plan (QCP) that describes how the Offeror will ensure consistent delivery of high-quality services and deliverables throughout the period of performance.

The Government will evaluate the Management Approach based on its completeness, clarity, and suitability for ensuring successful contract performance. Emphasis will be placed on the following:

- Effectiveness of the proposed project and contract management structure
- Demonstrated ability to manage technical complexity and evolving requirements
- Risk mitigation strategies that minimize schedule or operational impact
- Quality control processes that ensure consistent, high-quality outcomes
- Clarity of roles, responsibilities, and stakeholder communication methods

Evaluation Factor 3 - Key Personnel

The Offeror shall propose Key Personnel who are qualified and capable of performing the roles required to deliver the NDR solution successfully. At a minimum, the Offeror shall propose the following roles:

- Project Manager
- Cybersecurity Architect
- Cybersecurity Security Engineer, Solutions Engineer, or Solution SME

For each proposed Key Personnel, the Offeror shall submit a résumé that includes:

- Name
- Role (e.g., Project Manager, Cybersecurity Architect, Lead Engineer)
- Security Clearance (e.g., Secret; expires Jan 1, 2026)
- Experience (1 paragraph detailing relevant experience with NDR implementations or similar enterprise cybersecurity programs)
- Education (e.g., MS in Information Systems, University of Virginia)
- Certifications (e.g., PMP, CISSP, CISM)
- Professional Profile Link (LinkedIn or equivalent, if applicable)

All proposed Key Personnel shall possess a minimum of a current High Risk Public Trust (HRPT) security clearance.

The Government will evaluate the qualifications, relevant experience, and alignment of proposed Key Personnel with the roles and responsibilities required for successful contract execution. Emphasis will be placed on:

- Demonstrated experience deploying enterprise-scale NDR or cybersecurity solutions
- Technical depth and leadership capability in complex, mission-critical environments
- Alignment of personnel expertise with the Department's mission and operational environment
- Active security clearance and certification relevance
- Stability and availability of proposed personnel

Evaluation Factor 4 - Past and Present Performance

The Offeror shall provide past performance information for three (3) contracts performed within the last three (3) years, with federal civilian government agencies, that are similar in scope, size, and complexity to the NDR solution described in this solicitation.

For each contract, the Offeror shall provide:

- Agency or organization name
- Contract number and period of performance
- Contract type and total value
- Description of services and capabilities delivered
- Relevance to the current requirement
- Government point of contact (name, title, email, and phone number)

The Government will evaluate the relevance, quality, and outcomes of the Offeror's past and present performance in delivering solutions similar in size and complexity to the NDR requirement. Emphasis will be placed on:

- Demonstrated success in deploying enterprise-scale cybersecurity or NDR solutions
- Evidence of strong customer satisfaction, timely delivery, and effective performance
- Relevance of technical and operational environments to the Department's needs
- Proven ability to operate in secure and mission-critical federal environments

Evaluation Factor 5 – Certifications (FedRAMP, C-SCRM)

The Offeror shall provide verifiable documentation demonstrating its FedRAMP High

authorization status. The Government will evaluate the Offeror's submission based on the following criteria:

- Current certification issued by the FedRAMP Program Management Office (PMO), or
- A FedRAMP authorization letter or marketplace listing, or
- A sponsor letter confirming Joint Authorization Board (JAB) or agency review, or
- Submission confirmation with a System Security Plan (SSP) aligned to FedRAMP High baselines.
- Solutions still under review must demonstrate technical readiness to operate within a FedRAMP High environment, including alignment with applicable security controls and architectural requirements.
- All services and personnel supporting the solution must be U.S.-based.
- All infrastructure must be located within the United States.
- All cryptographic functions must use FIPS 140-2 or FIPS 140-3 validated modules, in accordance with federal standards and Department policy.

L.15 Volume II: COST/BUSINESS PROPOSAL

1. **Firm-Fixed-Price (FFP) Requirement**

Offerors shall submit fully burdened Firm-Fixed-Price proposals for all Contract Line Item Numbers (CLINs), covering the base period and all option periods.

2. **Unit of Measure (UOM)**

- For service-type CLINs, the UOM shall be "**Month**" to support incremental funding.
- Extended prices shall be calculated as: *Unit Price* × *Quantity* × *Number of Months*.
- Hardware, travel, or other one-time cost CLINs shall use the UOM specified in Section B.

3. **Price Completeness**

Proposals must include pricing for all CLINs. Any omissions or failure to follow proposal instructions may render the proposal incomplete and ineligible for award.

4. **Budget Narrative**

Offerors shall provide a brief budget narrative explaining the basis for their proposed prices. The narrative should:

- **Note:** The Government will review the budget narrative to ensure consistency with the PWS and CLINs. This review is for evaluation of consistency, not to conduct a price realism analysis.
- Identify key cost assumptions and drivers,
- Explain any one-time or unusual costs (e.g., travel, hardware), and
- Demonstrate consistency with the Performance Work Statement (PWS) and the CLIN structure.

5. **Placeholder Numbers**

Any CLIN numbers marked with an asterisk (*) denote **placeholder numbers** provided for reference and parity among offerors. Offerors should propose pricing based on these placeholders as appropriate.

6. **Total Evaluated Price**

The total evaluated price will be the sum of all CLINs, including base and option periods.

7. **Clarifications**

The Government may request clarifications if pricing is incomplete, inconsistent with the CLIN structure, or mathematically incorrect. Contractors remain responsible for delivering all required results as specified in the PWS, regardless of proposed pricing assumptions.

(END OF SECTION L)

M - EVALUATION FACTORS FOR AWARD

M.1 CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 (FEB 1998)

SENSITIVE BUT UNCLASSIFIED

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):

FAR: <https://www.acquisition.gov/browse/index/far> DOSAR: <https://www.acquisition.gov/dosar>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the DOS Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet search engine (such as Yahoo, Google, and Bing) to obtain the latest location of the most current FAR.

Clause	Title	Date
52.217-3	Evaluation Exclusive of Options	(Apr 1984)
52.212-2	Evaluation—Commercial Products and Commercial Services	(Nov 2021)

M.2 GENERAL

The Government intends to award a single contract resulting from this solicitation. However, the Government reserves the right to make multiple awards.

Proposals will be evaluated based on the criteria described in this solicitation to determine the offeror's ability to fulfill the Department's requirements for a Network Detection and Response (NDR) solution. The Government will use a best-value tradeoff process, considering both technical merit and overall risk. Technical proposals will be evaluated independently against the stated factors and subfactors; they will not be compared directly to other offers.

M.3 BASIS FOR AWARD

The Government will use the best value-tradeoff source selection process. A trade-off analysis (see FAR 15.101-1) will be performed involving the following parts of the proposals (i.e. Phase I Technical Proposal/ Past Performance Review and Cost/Price Proposal and Phase II Technical Demonstration), from those Offerors remaining in the competition. This process permits tradeoffs between cost/price and non-cost factors and allows the Government to accept proposals other than the lowest priced. The perceived benefits of the higher priced proposal shall merit the additional cost, and the rationale for tradeoffs will be documented in the file in accordance with FAR 15.406.

The award will be made to the Offeror who is deemed responsible in accordance with FAR Subpart 9.1; whose proposal conforms to the solicitation's requirements; and whose proposal is determined to provide the best value to the Government. The proposal offering the best value is the one that is most advantageous to the Government, price and other factors considered. Such an offer may not necessarily be the one offering the lowest price or receiving the highest non-price rating.

For this solicitation, all evaluation factors other than price, when combined, are significantly more important than price. Award will not be automatically determined by numerical calculation or formula relationship between the non-price factors and price. As non-price factors, when combined, become more equal, the evaluated price rises in importance and may become the determining factor. The Contracting Officer will determine what trade-off between the non-price factors and price promises the best value to the Government, price and other factors considered.

M.4 EVALUATION FACTORS

The significant factors that will be considered in awarding the contract are as follows:

VOLUME I

Phase 1:

FACTOR 1: Technical Approach

Subfactor 1.1 Solution Requirements Matrix

Subfactor 1.2 Proof of Technology (POT)

Subfactor 1.3 Deployment Strategy

FACTOR 2: Management Approach

FACTOR 3: Key Personnel

FACTOR 4: Past and Present Performance

VOLUME II**Pricing****M.5 ELIGIBILITY FOR AWARD**

To be eligible for award, Offerors are required to meet all solicitation requirements, such as terms and conditions, and non-price and price instructions in Section L. Failure to comply with all solicitation requirements may result in the Offeror being removed from award consideration.

The Government may also reject a proposal that is evaluated to be unrealistic in terms of technical requirements, including terms and conditions, and price, such that the proposal reflects an inherent lack of competence or failure to comprehend the overall requirements of the solicitation.

The determination of Offeror responsibility will be made by the Contracting Officer and will be assessed on a pass/fail basis. The Government will make determinations of responsibility in accordance with FAR Subpart 9.1 (Responsible Prospective Contractors) by using information provided in the Business Volume and information available from other sources. The Government also reserves the right to determine the responsibility of subcontractor Offeror(s). The Government reserves the right to conduct a Pre-Award Survey of the Offeror or its subcontractor Offeror(s) to assist in the Contracting Officer's responsibility determination.

M.6 AWARD PROCESS

The Government intends to make the award without discussions on the basis of initial proposals received and at the conclusion of the Phase II Technical Demonstrations. However, the Government may elect to make an award with discussions if it is determined to be in the Government's best interest.

If the Government elects to make award with discussions, it reserves the right, before requesting a final proposal revision, to: 1) limit the number of Offerors in the competitive range to the greatest number of proposals that will permit an adequate competition among the technically acceptable proposals; 2) make more than one competitive range determination; 3) conduct more than one round of discussions; and 4) conduct more than one round of proposal revisions.

M.7 SOLICITATION AMENDMENT

The Government reserves the right to amend the terms and conditions of the solicitation at any time before or after receipt of proposals. If the Government amends the solicitation, the Government will so advise all parties receiving the solicitation (if the amendment is issued before the established time and date for receipt of proposals) or all Offerors that have not been eliminated from the competition (if the amendment is issued after the established time and date for receipt of proposals).

M.8 EVALUATION SUPPORT

Contractor support services may be used to assist the Government in performing technical or cost/price evaluations of Offerors' proposals submitted in response to the RFP. Support contractors, if used, will be authorized to access only those portions of the proposal data and discussions that are necessary to enable them to provide advice on specialized matters or on particular problems.

Support contractors may participate as technical advisors to a source selection board. However, in no event shall contractors participate as voting members of any source selection board. These contractors will have access to any and all information contained in the Offerors' proposals, but will be subject to appropriate conflict of interest, standards of conduct, and confidentiality restrictions.

M.9 EVALUATION SCALE FOR ALL EVALUATION FACTORS

All Technical Factors and Subfactors will be evaluated in accordance with the following rating scale:

Exceeds Expectations	The proposal demonstrates a thorough understanding of the requirements and provides innovative, effective, or highly advantageous approaches. All elements of the factor or subfactor are addressed in detail, with clear evidence of superior quality, performance, or risk mitigation.
Meets Expectations	The proposal adequately addresses the requirements and provides a sound approach. All essential elements of the factor or subfactor are addressed in a satisfactory manner, with acceptable quality and risk.

Unsatisfactory	The proposal fails to meet the requirements of the factor or subfactor. Critical elements are missing, incomplete, or poorly addressed, and the approach presents significant deficiencies or risks.
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M.10 DESCRIPTION OF EVALUATION FACTORS

The description of the evaluation factors are as follows:

M.10.1 FACTOR 1: Technical Approach

This factor will include the evaluation of the written Technical Proposal:

The Government will evaluate the extent to which the Offeror demonstrates that its written Technical Approach for the NDR PWS is sound (i.e., demonstrates well-thought-out, thorough approaches); compliant (i.e., clearly adheres to NDR constraints and requirements, including Section 508); feasible (i.e., executable in the environment within which the DOS operates); and will result in the achievement of the Government's objectives.

Subfactor 1.1 Solution Requirements Matrix

The Government will evaluate the Offeror's submitted Solution Requirements Matrix and assess how well the proposed solution satisfies each individual requirement.

Emphasis will be placed on the solution's ability to meet all mandatory requirements without extensive modification or reliance on future roadmap developments.

Subfactor 1.2 Proof of Technology (POT)

The Government will evaluate the Proof of Technology (POT) based on the overall **completeness, feasibility, technical maturity, and relevance** of the proposed solution elements. Emphasis will be placed on how well the POT demonstrates:

- Seamless integration with existing Department tools and infrastructure.
- Advanced detection and automated response capabilities.
- Use of AI/ML for enhanced behavioral analysis.
- Clear articulation of deployment architecture and operational fit.

Subfactor 1.3 Deployment Strategy

The Government will evaluate the Deployment Strategy based on the overall completeness, feasibility, scalability, and operational readiness of the proposed approach. Emphasis will be placed on how well the strategy demonstrates:

- Phased implementation that aligns with Department deployment priorities.
- Operational integration with Department infrastructure and change control processes.
- Support for RMF compliance, ATO readiness, and secure configuration practices.
- Readiness to support pilot testing, hands-on deployment, and tuning activities.
- Use of automation to streamline deployment, patching, and tuning.
- Training and transition planning to ensure knowledge transfer and long-term maintainability.

M.10.2 FACTOR 2: Management Approach

The Government will evaluate the Management Approach based on its **completeness, clarity,** and suitability for ensuring successful contract performance. Emphasis will be placed on the following:

- Effectiveness of the proposed project and contract management structure
- Demonstrated ability to manage technical complexity and evolving requirements
- Risk mitigation strategies that minimize schedule or operational impact

- Quality control processes that ensure consistent, high-quality outcomes
- Clarity of roles, responsibilities, and stakeholder communication methods

M.10.3 FACTOR 3: Key Personnel

The Government will evaluate the qualifications, relevant experience, and alignment of proposed Key Personnel with the roles and responsibilities required for successful contract execution. Emphasis will be placed on:

- Demonstrated experience deploying enterprise-scale NDR or cybersecurity solutions
- Technical depth and leadership capability in complex, mission-critical environments
- Alignment of personnel expertise with the Department's mission and operational environment
- Active security clearance and certification relevance
- Stability and availability of proposed personnel

M.10.4 FACTOR 4: Past and Present Performance

Based on the past performance information submitted in accordance with Section L, the Government will review the Offeror's records in the Contractor Performance Assessment Reporting System (CPARS).

The Government will evaluate the relevance, quality, and outcomes of the Offeror's past and present performance in delivering solutions of similar size and complexity to the NDR requirement.

In the event that an Offeror does not have relevant past performance history, or if past performance information is not available, the Offeror will receive a neutral rating. A neutral rating will not be used either to the advantage or disadvantage of the Offeror. Emphasis will be placed on:

- Demonstrated success in deploying enterprise-scale cybersecurity or NDR solutions
- Evidence of strong customer satisfaction, timely delivery, and effective performance
- Relevance of technical and operational environments to the Department's needs
- Proven ability to operate in secure and mission-critical federal environments

CPARS records will be rated using the following scale:

Rating	Definition
Outstanding	Past performance demonstrates a high degree of relevance and consistently exceptional quality in contracts of similar size and complexity. Very low performance risk anticipated.
Good	Past performance demonstrates relevance and high quality in contracts of similar size and complexity. Minor weaknesses, if any, do not impact overall positive confidence in successful performance.
Acceptable	Past performance demonstrates adequate relevance and satisfactory quality in contracts of similar size and complexity. Performance indicates the Offeror is capable of meeting requirements with moderate risk.
Neutral	No relevant past performance history exists, or no past performance information is available. The Offeror will not be evaluated either favorably or unfavorably under this factor.
Unacceptable	Past performance demonstrates significant problems or lack of relevant experience, raising substantial doubt about the Offeror's ability to perform successfully. High performance risk anticipated.

M.10.5 FACTOR 5: Certifications (FedPAMP, C-SCRM)

The Government will evaluate the Offeror's submission based on the following criteria:

- Current certification issued by the FedRAMP Program Management Office (PMO), or

- A FedRAMP authorization letter or marketplace listing, or
- A sponsor letter confirming Joint Authorization Board (JAB) or agency review, or
- Submission confirmation with a System Security Plan (SSP) aligned to FedRAMP High baselines.
- Solutions still under review must demonstrate technical readiness to operate within a FedRAMP High environment, including alignment with applicable security controls and architectural requirements.
- All services and personnel supporting the solution must be U.S.-based.
- All infrastructure must be located within the United States.
- All cryptographic functions must use FIPS 140-2 or FIPS 140-3 validated modules, in accordance with federal standards and Department policy.

M.10.5 VOLUME II

Price Evaluation

1. Evaluation Method

The Government will evaluate the Offeror's proposed Firm-Fixed Prices for **completeness and reasonableness** in accordance with the solicitation requirements. For purposes of award and the trade-off analysis the Department will consider each Offeror's total evaluated firm fixed price. The total evaluated price will include all CLINs for the base and option periods. The Government will evaluate price proposals assess price reasonableness to determine whether the proposed prices are fair and reasonable and within expected ranges based on comparison with competition, historical data, independent Government cost estimates. This evaluation does not include a price realism analysis, and no adjustments will be made to reflect differences in labor hours or assumptions.

2. Completeness

The Government will confirm that all CLINs are priced and that a budget narrative is included. Any omissions may render the proposal ineligible for award.

3. Budget Narrative Consistency

The Government will review the budget narrative to ensure that the basis aligns with the Performance Work Statement (PWS) and matches the CLIN structure. This review is for evaluation of the narrative's consistency, not to assess price realism.

4. Clarifications

The Government may request clarifications if pricing is incomplete, inconsistent with the CLIN structure, or mathematically incorrect. Contractors remain responsible for delivering all required results as specified in the PWS, regardless of proposed pricing assumptions.

(END OF SECTION M)

(END OF SOLICITATION)