**REQUEST FOR PROPOSAL**

**RFP No. EGSA-2021-001**

|  |  |
| --- | --- |
| **SUBCONTRACT:** | Creating Informed Public-Private Dialogue on Domestic Resource Mobilization |
| **TYPE OF SUBCONTRACT**  **PROJECT:** | Firm Fixed Price  USAID Economic Growth Support Activity (EGSA) |
| **ESTIMATED BUDGET CEILING:**  **SUPERVISOR(s)** | Up to IDR 1,120,000,000 (US$ 80,000.00)    EGSA PFM Expert and Chief of Party (or designee) |
| **PLACE OF PERFORMANCE:** | Jakarta, Indonesia |
| **RFP PUBLISHED:**  **NOTIFICATION OF INTEREST AND QUESTIONS DUE BY:**  **QUESTIONS RESPOND DUE BY:**  **FINAL SUBMISSION OF PROPOSAL DUE BY:** | March 8, 2021  March 14, 2021  March 19, 2021, 6 p.m. Western Indonesia Time  March 31, 2021, 6 p.m. Western Indonesia Time |
| **TENTATIVE START DATE:** | April 12, 2021 |
| **COMPLETION DATE:** | All activities must be completed by August 31, 2021 |

DevTech Systems, Inc. (DevTech) is an international consulting firm dedicated to development, with over 30 years of experience providing advisory services and technical assistance to government, private sector, and civil society stakeholders in more than 100 countries. We are a data driven organization that specializes in informing policy making by delivering focused data-driven evidence-based analysis products and services. DevTech core practice areas include Economic and Data analysis, Monitoring and Evaluation, Education and Youth Development, Gender and Inclusive Development, and Public Financial Management.

DevTech is implementing USAID funded Economic Growth Support Activity (EGSA) in Indonesia. EGSA enables i) evidence-based decision making through ongoing analysis linking the Indo-Pacific Strategy (IPS), Journey to Self-Reliance (J2SR), and Government of Indonesia (GOI) priorities and potential USAID/Indonesia assistance under USAID/Indonesia’s next Country Development Cooperation Strategy (CDCS); (ii) increases and improves GOI technical capacity in tax collection, public expenditure, and financial accountability; and (iii) improves business enabling environment for foreign and domestic business entities.

EGSA is soliciting proposals to create an informed public-private dialogue to improve overall public and private understanding of the Indonesian tax system, the need for reform, and to help coalesce greater demand for reform. EGSA is funded by the United States Agency for International Development (USAID) and is subject to all applicable Federal Acquisition Regulations (FASR) and AID Acquisition Regulations (AIDAR).

Please submit your most competitive proposals in accordance with the instructions to offers and terms of reference. Any award issues as a result of this RFP will be subject to all instructions, terms of reference/specifications, certifications, terms and conditions and funder required clauses.

1. **BACKGROUND**

Indonesia has been implementing tax administration modernization programs for at least ten years. While these programs have had some success in improving capacities of the tax administration and eased compliance for taxpayers, they have not resulted in enhanced domestic resource mobilization (DRM). Indonesia collects relatively little in tax revenues. Its tax effort is low. In 2019 the tax-to-GDP ratio (tax ratio) was only about 11.5%, whereas the Directorate General for Tax has stated the target ratio is 15% or more. With COVID-19 the tax ratio has declined even further, and government spending rose rapidly in terms of pandemic-related stimulus packages.

There are three main reasons for this low tax collection. The VAT rate at 10% is low compared to almost all countries of the world and compared to other countries in the region. Second, the VAT, which is a mainstay of the revenue system, produces less revenue than it should, given its rates. VAT revenue productivity is lower than in similar countries. Third, the personal income tax yields little revenue. The personal income tax realization reached only 88.6% in 2020. Indeed, its revenue yield is significantly below expectation given tax rates and structure. Other issues about the tax system, such as the use of incentives and reliefs that weaken the tax base, transparency in the tax expenditure allocations, newly implemented tax on digital services across borders, and great informality in the Indonesian economy, warrant investigation.

1. **SCOPE OF WORK**

**2.1 Objective**

Create an informed public-private dialogue to improve overall public and private understanding of the Indonesian tax system, need for reform, and to help coalesce greater demand for reform. The purpose of this research agenda is to foster a national discussion on the importance of taxation as a means to set the basis for macroeconomic stability, recover from the economic ravages of the COVID-19 pandemic, and to fund national development priorities. EGSA seeks the services of an Indonesia based organization that will design, plan, manage and conduct a multi-stakeholder dialogue forum or platform.

**2.2 Tasks**

1. The subcontractor is expected to conduct high-quality **analyses** and produce 6 papers and 6 policy briefs on tax policy issues, to include but not limited to the following topics:
   1. Competitiveness aspects of the Indonesian tax system.
   2. Taxation and the digital economy
   3. Rationalization of tax expenditures: reliefs, special treatment, etc.
   4. Incidence of the tax system by social and economic class
   5. Tax policy from a gender perspective; and
   6. Lessons learned from tax reforms around the world and their application in Indonesia
2. Design, organize and conduct 3 **workshops** for tax analysts, representatives of Civil Society Organizations, private sector participants and associations, and Government of Indonesia technical experts, especially from Ministry of Finance. The workshops will contribute to development of the 6 policy papers and 6 policy briefs.
3. Design, organize and conduct an “Enhancing domestic resource mobilization **conference”**
   1. This is a high-level conference that will include thought leaders in the field, Echelon 1 and 2 of GOI officials, CSOs, private sector associations, international donors, and international experts (provided by EGSA) and USAID and EGSA staff. Attendance will be in one day and include up to 100 persons.
   2. All conference papers will be presented and discussed.
   3. External commentators will comment on papers.
   4. Special speakers will address and make keynote presentations
   5. Conference expected outcome is a consensus document that includes policy recommendations, tools and other insight on the way forward for addressing lagging DRM in Indonesia.
   6. In implementing the conference, the subcontractor is expected to
      1. Develop conference agenda and provide expert advice on best methods for implementing the conference
      2. Propose and maintain accurate list of speakers and invitees
      3. Provide and manage the delivery of all on-site services and logistics, as required for invitees and speakers.
      4. Produce conference digital and non-digital materials related to conference, including; save the dates, event program, invitations, signage, conference binders, etc, in accordance to USAID branding and marking requirements.
      5. Provide MC and note-takers to perform required roles in the conference
      6. Provide simultaneous interpretation – personnel and equipment – as required
      7. Provide staff as needed for conference implementation, including registration, note-taking, recording, time management, and other logistics.
      8. Carry out other tasks to ensure a smooth event from start to finish, including facilitation to ensure each of the conference sessions meets the desired objectives.
      9. Develop final summary report including lessons learned and event attendance, compilation of all conference materials, and compilation of media coverage
4. **ORGANIZATIONAL MINIMUM REQUIREMENTS**

The organization should possess the following experience and qualifications

1. Have at least 10 years of experience engaging in important policy dialogue in Indonesia, in areas such as taxation, public spending, fiscal policy, poverty reduction or competitiveness, or similar areas.
2. Institutional and financial capacity to perform all duties outlined in this scope of work.
3. Experience in organizing high-level meetings that gain wide participation from leaders in Indonesia.
4. Certified, legally registered entity, and by law has the capacity to sign a contract
5. Not under court supervision due to bankruptcy or business activity being discontinued
6. Not affiliated with any criminal associations or activity
7. Verified references that document work performed on at least five similar jobs
8. Knowledge of Indonesia’s fiscal system
9. Ability to secure quality venue for the workshops and conference in strategic location and can comply with COVID-19 safety protocols
10. **KEY PERSONNEL**

The Offeror should provide as minimum the following six key personnel with the following qualifications

1. Team Leader:
   1. Minimum Master’s degree in economics, public policy, or similar, PhD preferred.
   2. 10 years’ experience leading research team and writing research on public finance or public policy matters in Indonesia
   3. Must be native speaker and excellent writer in Bahasa Indonesia
   4. Must have published at least five articles or research papers on public finance, tax, and related areas.
   5. Demonstrate evidence of excellent English writing capabilities.
2. Senior Tax Expert
   1. Minimum Master’s degree in economics, public policy, tax policy, or other relevant background, PhD preferred.
   2. 10 years’ experience writing research on public finance or public policy matters in Indonesia
   3. Must be native speaker and excellent writer in Bahasa Indonesia
   4. Must have published at least five articles or research papers on public finance, tax, and related areas.
   5. Demonstrate evidence of excellent English writing capabilities.
3. Public Finance Expert
   1. Minimum Master’s degree in economics, public finance, or relevant background, PhD preferred.
   2. 10 years’ experience writing research on public finance or public policy matters in Indonesia
   3. Must be native speaker and excellent writer in Bahasa Indonesia
   4. Must have published at least five articles or research papers on public finance, tax, and related areas.
   5. Demonstrate evidence of excellent English writing capabilities.
4. Intermediate Tax Expert on International Best Practices
   1. Minimum Master’s degree in economics, public policy with focus on taxation , or other relevant background, PhD preferred
   2. Must be familiar with international best practices in taxation
   3. 10 years’ experience writing research on public finance or public policy matters in Indonesia
   4. Must be native speaker and excellent writer in Bahasa Indonesia
   5. Must have published at least five articles or research papers on public finance, tax, and related areas.
   6. Demonstrate evidence of excellent English writing capabilities.
5. Researcher
   1. Minimum Master’s degree in economics, public policy and relevant background, PhD preferred.
   2. 10 years’ experience writing research on public finance or public policy matters in Indonesia
   3. Must be native speaker and excellent writer in Bahasa Indonesia
   4. Must have published at least five articles or research papers on public finance, tax, and related areas.
   5. Demonstrate evidence of excellent English writing capabilities.
6. Operation Manager
   1. Minimum of a Bachelor’s degree in management, business, accounting, or other relevant field;
   2. 8+ years’ experience on research project operation and financial management funded by international donor
   3. Excellent verbal and written communications skills; and
   4. Fluency in English is required.
7. **DELIVERABLES**

To meet the requirements of the subcontract, the selected organization or vendor will develop and submit the following deliverables:

1. **Work plan** must be delivered to EGSA within two weeks of contract signing. The work plan must be a comprehensive document (15-20 pages) including the approach, list of activities, data collection and analysis methods, organization of conferences and workshops and all other required activities under this contract. At a minimum, the work plan must include:

* Proposed detailed activities for the entire period of performance, including agenda for workshops and conferences.
* Proposed due dates of submission of deliverables as outlined in this Section.
* Proposed resource and personnel to carry out all of the activities under the subcontract.

1. Quality **tax policy papers** covering the six topics listed in Section 2.2 Tasks. A. Paper quality must be approved by EGSA experts. Papers must be printed and delivered, at least 30 copies each (in English and Bahasa) . In addition, participants in workshops and conference need to be provided copies of the papers and policy briefs. Reports must be in English and Bahasa Indonesia. All data collected for the purpose of producing papers shall be provided to EGSA in both soft and hard copies.
2. **Six policy briefs** of no more than two pages each on the tax topics identified in section 2.2.. Must be high quality production. Reports must be in English and Bahasa Indonesia. All data collected for the purpose of producing papers shall be provided to EGSA in both soft and hard copies.
3. **Three (3) one day long Workshops** with minimum of 30 participants/workshop as specified in Section 2.2. Tasks, and document the issues discussed and conclusions from the workshop in reporting notes, in English and Bahasa Indonesia. This must include, at a minimum, the following;
   * Coordination and confirmation of participants including sending out invitations
   * Proposal for at least three venues following USAID’s applicable policies and regulations and selection of preferred vendor.
   * Coordination and logistics support for the workshops including ensuring that participants have workshop materials (logistics costs for participants including meeting packages will be paid by EGSA).
   * Develop agenda and provide speakers for each workshop; and
   * Provide comprehensive workshop reports to EGSA.
4. **A one-day conference** of public private dialogue on DRM, **with participants up to 100 people.** This must include, at a minimum, the following;
   * Coordination and confirmation of participants including sending out invitations
   * Proposal for at least three venues following USAID’s applicable policies and regulations and selection of preferred vendor.
   * Coordination and logistics support for the conference including ensuring that participants have conference materials (logistics costs including meeting packages for participants will be paid by EGSA).
   * Develop agenda and provide speakers for the conference; and
   * Provide comprehensive conference completion report to EGSA.
5. **Conference and Workshop Reports** in English and Bahasa Indonesia that include the following draft sections:
   * Purpose, planning, and implementation details, including descriptions of each session
   * Session materials & documentation (e.g., session notes, photos)
   * Lessons learned and recommendation
   * Attendance list, to include information on name, email address, organization, position, and gender
   * Media coverage from mass, print, and online sources
   * Result of participant satisfaction survey; and
   * Recommendations for next steps in building public-private dialogue

***Note: All deliverables must be submitted in English and Bahasa Indonesia.***

1. **PAYMENT SCHEDULE**

This subcontract will be disbursed in five payments, according to the submission and approval of the following products:

|  |  |  |
| --- | --- | --- |
| **Deliverable** | **Payment** | **Due Date** |
| Work Plan | 10% | 2 weeks after signing the contract |
| Tax Policy Papers ( 6 papers) | 30% | 2 weeks after completion of the 3 workshops |
| Policy Briefs (6 briefs) | 10% |
| 3 Workshop Reports | 25% | 2 weeks after completion of the 3 workshops |
| 1 Conference Report | 25% | 3 weeks after conference conclude |
| **Total** | **100%** |  |

All deliverables must be approved by EGSA prior to payment.

1. **PROPOSAL SUBMISSION REQUIREMENTS**

The offeror’s proposal must be accompanied by a cover letter typed on official organizational letterhead and signed by an individual who has signatory authority for the offeror. The offeror must submit a complete proposal package on or before the due date and time indicated in page 1 to the emails in Section H. Submission Instructions. Proposals must be submitted by email only and with the subject line “RFP No: EGSA-2021-001.

The proposals must be prepared in two separate volumes: i. Technical Proposal; and Cost Proposal. The technical and cost proposal must be kept separate. Technical proposals must not make reference to pricing data to evaluate the technical proposal strictly on the basis of technical merit.

The written proposal must contain the following information and documentation:

**7.1 Technical Proposal**

The Technical proposal shall describe how the offeror intends to carry out the Terms of Reference as stated in the Scope of Work. It should be concise, specific, complete, and demonstrate a clear understanding of the work to be undertaken and the responsibilities of all parties involved. It must demonstrate the offeror’s eligibility, as well as their capabilities and expertise in conducting each step of the activity.

Offeror’s shall include only information necessary to provide a clear understanding of the proposed action and the justification for it. Greater detail than necessary, as well as insufficient detail may detract from a proposal’s clarity. Assume that the reader is not familiar with the context in which the project will be implemented. Minimize or avoid the use of jargon and acronyms as much as possible. If acronyms or abbreviations are used, include a separate page explaining the terms.

The Technical Proposal should include the following sections:

1. **Organization Overview** - Legal name; year of incorporation; number of employees; description of all services and products supplied.
2. **Narrative** outlining how the applicant will successfully complete activities and responsibilities outlined in the scope of work. (up to five pages)
3. **Capabilities and Past Performance** - Description of applicable organizational capabilities/experience and major accomplishments in conducting job similar in size and complexity outlined in this scope of work in the last 5 years. Information of similar jobs should include funding agency and cost (up to three pages)
4. **Staffing Plan** - Provide a proposed staffing plan to develop policy briefs, policy papers, and manage the workshops and conference outlined in this SOW.
5. **Curriculum Vitae** of proposed key personnel (up to two pages each)
6. **Contact information** of three recent clients for similar activities. Please provide name, email and phone contact information.

Proposal should be no longer than 10 pages, excluding CVs.

**7.2 Cost Proposal**

The offeror should submit their most competitive and complete cost proposal. The cost proposal shall be submitted in a separate volume from the technical proposal. The cost proposal shall be submitted as a firm-fixed price proposal in IDR currency. The cost proposal shall include the following:

1. Cover sheet with organization information, including name, address, email, phone, DUNS number, and contact person. Please note that your organization needs to have an active registration in sam.gov ([https://www.sam.gov/SAM/](https://nam11.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.sam.gov%2FSAM%2F&data=04%7C01%7Clperez%40devtechsys.com%7Cb6892a6c1c7b4cc40de008d8b0fb272f%7C4b85b64ad9fa4f3d8c09cce7c26a0e95%7C0%7C0%7C637453940047644871%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000&sdata=eCGkGRXjnzXkSjo1RAF1ysvYKhbVWSLwPZ1RgPaZjYU%3D&reserved=0)) in order to receive a contract for this activity.  Registration is FREE, but needs to be done in advance in order to be registered.  You will need your company DUNS number, which can be requested for FREE at [SAM Webform : Home (dnb.com)](https://fedgov.dnb.com/webform/index.jsp).
2. Audited Financial Statements for the past three years.
3. Evidence of Responsibility (see Annex A)
4. Certification Regarding Debarment, Suspension, or Proposed Debarment (see Annex D)
5. Representations, Certifications, and Other Statements of Bidders (see Annex B and C)
6. A budget in Excel with the Offeror’s fixed price for each deliverable, each of which will be considered a fixed price budget for that specific segment of work. The price to be awarded will be an all-inclusive fixed price. No profit, fee or additional costs can be included after the award. All items/services must be clearly labeled and included in the total offered price. The budget must be completed in the attached budget template (see Annex E). It should include three tabs 1) Fixed price 2) Summary 3) Detailed budget. Any assumptions can be included in tab 4. itemized, proposed budget including, at minimum: wages, travel and transportation, and other direct costs. Proposed budget will be structured in accordance to the payment schedule in Section 4 above. Applicants are to include all costs deemed necessary to execute this SOW in the application budget.
7. A detailed budget narrative in word or pdf that justifies the cost as appropriate and necessary for the successful completion of proposed activities and deliverables. The budget narrative should clearly describe the project and cost assumptions. All proposed costs must be directly applicable to performing the work under the award and budgeted amounts should not exceed the market cost/value of an item or service. The budget narrative should be of sufficient detail so that someone unfamiliar with your organization or the activity could review and adequately understand and grasp the assumptions, reasonableness and calculation method used.
8. **SUBMISSION INSTRUCTIONS**

Notification of interest, all questions and final proposal should be submitted by the dates established on page 1 to [EGSA@devtechsys.com](mailto:EGSA@devtechsys.com). No late submissions will be accepted.

1. **LANGUAGE**

The proposal, as well as correspondence and related documents should be in English.

1. **PROPOSAL EVALUATION CRITERIA**

Proposals shall be submitted according to Proposal Submission instructions above. Technical Proposal will be evaluated separately from the Cost Proposal. Award will be made to Offeror that submits the best value for money which is demonstrated by offeror proposal in showing the most advantageous combination of cost, quality and effort to meet SOW requirements.

Proposals will be evaluated first to ensure that they meet all mandatory requirements and responsive. To be determined responsive, a proposal must include all documentation as listed in Proposal Submission Requirements section. Proposals that fail to meet these requirements will receive no further consideration. A non-responsive proposal to any element may be eliminated from consideration.

Responsive proposals will be evaluated and ranked by a committee on a technical basis according to the criteria below. Proposals that are technically acceptable shall then be evaluated in terms of cost.

Evaluation factors are as follows:

|  |  |  |
| --- | --- | --- |
| **No.** | **Criteria** | **Points** |
| 1 | Demonstrated understanding of the Scope of Work | 30 |
| 2 | Capabilities and Past Performance:  Previous experience and demonstrated capabilities coordinating and managing research and events in similar size and complexity | 15 |
| 3 | Relevant experience of proposed personnel to deliver SOW tasks | 30 |
| 4 | Proposed costs | 25 |
|  | Total | 100 |

1. **TERMS OF AWARD**

This document is a request for proposals only, and in no way obligates DevTech Systems or its donor to make any award. Please be advised that under a fixed price contract the work must be completed within the specified total price. Any expenses incurred in excess of the agreed upon amount in the sub-contract will be the responsibility of the sub-contractor and not that of DevTech or its donor. Therefore, the offeror is duly advised to provide its most competitive and realistic proposal to cover all foreseeable expenses related to provide requested goods/services.

All deliverables produced under the future award/sub-contract shall be considered the property of DevTech. DevTech may choose to award a sub-contract for part of the activities in the RFP.

1. **PROPOSAL VALIDITY**

The Offeror's technical and cost proposals must remain valid for not less than 120 calendar days after the deadline specified above. Proposals must be signed by an official authorized to bind the offeror to its provisions.

1. **PAYMENT TERMS**

DevTech payment cycle is net 30 days upon receipt of deliverables, goods/services, inspection and acceptance of goods/services as in compliance with the terms of the award and receipt of vendor invoice. Full cooperation with DevTech in meeting the terms and conditions of payment will be given the highest consideration.

1. **FINANCIAL RESPONSIBILITY**

Offerors which are firms and not individuals must include in the capabilities statement that they have the financial viability and resources to complete the proposed activities within the period of performance and under the terms of payment outlined below. JSI reserves the right to request and review the latest financial statements and audit reports of the offeror as part of the basis of the award.

1. **AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for procurement of goods and services under this award is “937”.

Local procurements are to be accomplished in accordance with AIDAR 752.225-71 and ADS 311.

Geographic Code 937 is defined as the United States, the cooperating country and developing

countries other than advanced developing countries and excluding prohibited sources.

1. **NEGOTIATIONS**

The offeror's most competitive proposal is requested. It is anticipated that any award issued will be made solely on the basis of an offeror’s proposal. However, the Project reserves the right to request responses to additional technical, management and cost questions which would help in negotiating and awarding a sub-contract. The Project also reserves the right to conduct negotiations on technical, management, or cost issues prior to the award of a sub-contract. In the event that an agreement cannot be reached with an offeror the Project will enter into negotiations with alternate offerors for the purpose of awarding a sub-contract without any obligation to previously considered offerors.

1. **REJECTION OF PROPOSALS**

DevTech reserves the right to reject any and all proposals received, or to negotiate separately with any and all competing offerors, without explanation.

1. **INCURRING COSTS**

DevTech is not liable for any cost incurred by offerors during preparation, submission, or negotiation of an award for this RFP. The costs are solely the responsibility of the offeror.

1. **MODIFICATIONS**

DevTech reserves the right, in its sole discretion, to modify the request, to alter the selection process, to modify or amend the specifications and scope of work specified in this RFP.

1. **CANCELLATION**

DevTech may cancel this RFP without any cost or obligation at any time until issuance of the award.

1. **USAID REGULATIONS**

The entity will ensure that all work activities conducted under this contract towards the successful completion of this scope of work is completed in accordance with all applicable USAID and USG regulations, including but not limited to 22 CFR, CFR 200, FAR and AIDAR.

**ANNEX A**

# Evidence of Subcontractor/Subrecipient Responsibility Statement

### **1. Authorized Negotiators**

(Company Name) proposal for (Proposal Name) may be discussed with any of the following individuals. These individuals are authorized to represent (Company Name) in negotiation of this offer.

(List Names of Authorized signatories )

These individuals can be reached at (Company Name) office:

Address

Tel

Email

### **2. Adequate Financial Resources**

(Company Name) has adequate financial resources to manage this subcontract, as established by our audited financial statements submitted in this proposal.

### **3. Ability to Comply**

(Company Name) is able to comply with the proposed delivery of performance schedule having taken into consideration all existing business commitments, commercial as well as governmental.

### **4. Record of Performance, Integrity, and Business Ethics**

Subcontractor/Subrecipient should insert a statement describing how long they have been in business, the types of contracts/agreements they have completed, etc. This section can also include a brief summary of internal controls and ethics policies.

### **5. Organization, Experience, Accounting and Operational Controls, and Technical Skills**

(Subcontractor/Subrecipient should explain which department and/or technical practice group within the company will be managing the Subagreement. Please also include information on the type of accounting and control procedures the Subrecipient has to accommodate a Cost Reimbursement type Subagreement)

### **6. Equipment and Facilities**

(Subcontractor/Subrecipient should state if they have necessary facilities and equipment to carry out the subagreement)

### **7. Eligibility to Receive Award**

(Subcontractor/Subrecipient should state if it is qualified and eligible to receive an award under applicable laws and regulation and if they have performed work of similar nature under similar mechanisms for USAID, any other federal agency, and/or international donor. The subrecipient should provide its DUNS number here as well.)

### **8. Cognizant Government Audit Agency**

(Subcontractor/Subrecipient should provide Name, address, phone of their auditors – whether it is Defense Contractor Audit Agency (DCAA) or independent CPA if applicable.)

### **9. Recovery of Vacation, Holiday and Sick Pay**

(Subcontractor/Subrecipient should explain how its recovers vacation, holiday, and sick leave)

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ANNEX B**

## SECTION K - Representations, Certifications, and Other Statements of Bidders

* 1. **NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 “CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See <http://acquisition.gov/far/index.html>for electronic access to the full text of a FAR clause.

## Number Title Date

**Federal Acquisition Regulation (48 Cfr Chapter 1)**

|  |  |  |
| --- | --- | --- |
| 52.203-11 | Certification and Disclosure Regarding Payments to Influence |  |
|  | Certain Federal Transactions | (Sep 2007) |
| 52.204-17 | Ownership or Control of Offeror | (Jul 2016) |
| 52.204-19 | Incorporation by Reference Of Representations and |  |
|  | Certifications | (Dec 2014) |
| 52.209-2 | Prohibition on Contracting With Inverted Domestic |  |
|  | Corporations--Representation | (Nov 2015) |
| 52.222-38 | Compliance With Veterans’ Employment Reporting |  |
|  | Requirements | (Feb 2016) |
| 52.225-25 | Prohibition on Contracting with Entities Engaging in Certain |  |
|  | Activities or Transactions Relating To Iran**-**Representation |  |
|  | and Certifications | (Oct 2015) |

* 1. 52.204-8 ANNUAL RESPRESENTATIONS AND CERTIFICATIONS (JAN 2017) (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is

[insert NAICS code].

* + 1. The small business size standard is [insert size standard].
    2. The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at [52.204-7,](https://www.acquisition.gov/far/html/52_200_206.html#wp1137850) System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

1. If the provision at [52.204-7](https://www.acquisition.gov/far/html/52_200_206.html#wp1137850) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
   * (i) Paragraph (d) applies.
   * (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

1. [52.203-2,](https://www.acquisition.gov/far/html/52_200_206.html#wp1137583) Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
   1. The acquisition is to be made under the simplified acquisition procedures in [Part](https://www.acquisition.gov/far/html/FARTOCP13.html#wp271421)

[13](https://www.acquisition.gov/far/html/FARTOCP13.html#wp271421);

* 1. The solicitation is a request for technical proposals under two-step sealed bidding

procedures; or

* 1. The solicitation is for utility services for which rates are set by law or regulation.

1. [52.203-11,](https://www.acquisition.gov/far/html/52_200_206.html#wp1137684) Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.
2. [52.203-18,](https://www.acquisition.gov/far/html/52_200_206.html#wp1150648) Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
3. [52.204-3,](https://www.acquisition.gov/far/html/52_200_206.html#wp1137777) Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7,](https://www.acquisition.gov/far/html/52_200_206.html#wp1137850) System for Award Management.
4. [52.204-5,](https://www.acquisition.gov/far/html/52_200_206.html#wp1149919) Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
   1. Are not set aside for small business concerns;
   2. Exceed the simplified acquisition threshold; and
   3. Are for contracts that will be performed in the United States or its outlying areas.
5. [52.209-2,](https://www.acquisition.gov/far/html/52_207_211.html#wp1144766) Prohibition on Contracting with Inverted Domestic Corporations— Representation.
6. [52.209-5,](https://www.acquisition.gov/far/html/52_207_211.html#wp1144909) Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
7. [52.209-11,](https://www.acquisition.gov/far/html/52_207_211.html#wp1146404) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
8. [52.214-14,](https://www.acquisition.gov/far/html/52_214.html#wp1129381) Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
9. [52.215-6,](https://www.acquisition.gov/far/html/52_215.html#wp1144523) Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
10. [52.219-1,](https://www.acquisition.gov/far/html/52_217_221.html#wp1135900) Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
    1. The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
    2. The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
11. [52.219-2,](https://www.acquisition.gov/far/html/52_217_221.html#wp1135943) Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
12. [52.222-22,](https://www.acquisition.gov/far/html/52_222.html#wp1147663) Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26,](https://www.acquisition.gov/far/html/52_222.html#wp1147711) Equal Opportunity.
13. [52.222-25,](https://www.acquisition.gov/far/html/52_222.html#wp1147704) Affirmative Action Compliance.This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26,](https://www.acquisition.gov/far/html/52_222.html#wp1147711) Equal Opportunity.
14. [52.222-38,](https://www.acquisition.gov/far/html/52_222.html#wp1148142) Compliance with Veterans’ Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
15. [52.222-57,](https://www.acquisition.gov/far/html/52_222.html#wp1168958) Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed $50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed

$500,000, which are issued after April 24, 2017.

**Note to paragraph (c)(1)(xvi)**: By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

1. [52.223-1,](https://www.acquisition.gov/far/html/52_223_226.html#wp1168785) Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2,](https://www.acquisition.gov/far/html/52_223_226.html#wp1168786) Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
2. [52.223-4,](https://www.acquisition.gov/far/html/52_223_226.html#wp1168826) Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
3. [52.223-22,](https://www.acquisition.gov/far/html/52_223_226.html#wp1197892) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals– Representation. This provision applies to solicitation that include the clause at [52.204-7.](https://www.acquisition.gov/far/html/52_200_206.html#wp1137850)
4. [52.225-2,](https://www.acquisition.gov/far/html/52_223_226.html#wp1169013) Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1.](https://www.acquisition.gov/far/html/52_223_226.html#wp1192900)
5. [52.225-4,](https://www.acquisition.gov/far/html/52_223_226.html#wp1169071) Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause

at [52.225-3.](https://www.acquisition.gov/far/html/52_223_226.html#wp1169038)

* 1. If the acquisition value is less than $25,000, the basic provision applies.
  2. If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.
  3. If the acquisition value is $50,000 or more but is less than $77,533, the provision with its Alternate II applies.
  4. If the acquisition value is $77,533 or more but is less than $100,000, the provision with its Alternate III applies.

1. [52.225-6,](https://www.acquisition.gov/far/html/52_223_226.html#wp1169193) Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5.](https://www.acquisition.gov/far/html/52_223_226.html#wp1169151)
2. [52.225-20,](https://www.acquisition.gov/far/html/52_223_226.html#wp1181379) Prohibition on Conducting Restricted Business Operations in Sudan— Certification. This provision applies to all solicitations.
3. [52.225-25,](https://www.acquisition.gov/far/html/52_223_226.html#wp1188714) Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
4. [52.226-2,](https://www.acquisition.gov/far/html/52_223_226.html#wp1169667) Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) [52.204-17,](https://www.acquisition.gov/far/html/52_200_206.html#wp1152369) Ownership or Control of Offeror.

(ii) [52.204-20,](https://www.acquisition.gov/far/html/52_200_206.html#wp1152940) Predecessor of Offeror.

(iii) [52.222-18,](https://www.acquisition.gov/far/html/52_222.html#wp1160855) Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) [52.222-48,](https://www.acquisition.gov/far/html/52_222.html#wp1152427) Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

(v) [52.222-52,](https://www.acquisition.gov/far/html/52_222.html#wp1162560) Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

(vi) [52.223-9,](https://www.acquisition.gov/far/html/52_223_226.html#wp1168892) with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

(vii) [52.227-6,](https://www.acquisition.gov/far/html/52_227.html#wp1139116) Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) [52.227-15,](https://www.acquisition.gov/far/html/52_227.html#wp1145584) Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through [https://www.acquisition.gov.](https://www.acquisition.gov/) After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](https://www.acquisition.gov/far/html/Subpart%204_12.html#wp1073667)); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

|  |
| --- |
| FAR CLAUSE # TITLE DATE CHANGE |
|  |

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

(End of provision)

## 52.204-20 PREDECESSOR OF OFFEROR (JUL 2016)

1. *Definitions.* As used in this provision--

“Commercial and Government Entity (CAGE) code” means--

* 1. An identifier assigned to entities located in the United States and its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or
  2. An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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

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

1. The Offeror represents that it [ ] is or [ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.
2. If the Offeror has indicated “is” in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

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

Predecessor legal name: . (Do not use a “doing business as” name).

(End of provision)

## 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a)

1. The Offeror certifies, to the best of its knowledge and belief, that --
   1. The Offeror and/or any of its Principals --
      1. Are [\_] are not [\_] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
      2. Have [\_] have not [\_], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining,

attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation); and

* + 1. Are [\_] are not [\_] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
    2. Have [\_], have not [\_], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.
       1. Federal taxes are considered delinquent if both of the following criteria apply:
          1. *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
          2. *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
       2. Examples.
          1. The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
          2. The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien

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

* + - * 1. The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
        2. The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
  1. The Offeror has [[\_] has not [\_], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

1. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
2. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
3. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
4. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

## 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

1. *Definitions*. As used in this provision—

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

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

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

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

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

$5,000 or more.

* + 1. In an administrative proceeding, a finding of fault and liability that results in—
       1. The payment of a monetary fine or penalty of $5,000 or more; or
       2. The payment of a reimbursement, restitution, or damages in excess of $100,000.
    2. In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
  1. If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

1. The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via [https://www.acquisition.gov](https://www.acquisition.gov/) (see 52.204-7).

(End of provision)

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

1. As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--
   1. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
   2. Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
2. The Offeror represents that—
   1. It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
   2. It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

## 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS

1. *Definitions.* As used in this provision--

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

“Service-disabled veteran-owned small business concern”--

* 1. Means a small business concern--
     1. Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
     2. The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
  2. “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

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

1. Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
   1. One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and
   2. Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
2. The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

1. Not less than 51 percent of which is owned by one or more veterans (as defined at 38

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

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

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

1. That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
2. Whose management and daily business operations are controlled by one or more women.

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

1. (b)
   1. The North American Industry Classification System (NAICS) code for this acquisition is 541990*.*
   2. The small business size standard is $15.0 million.
   3. The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
2. *Representations*.
   1. The offeror represents as part of its offer that it [\_] is, [\_] is not a small business concern.
   2. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it [\_] is, [\_] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
   3. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it [\_] is, [\_] is not a women-owned small business concern.
   4. Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small*

*business concern in paragraph (c)(3) of this provision.]* The offeror represents as part of its offer that—

* + 1. It [\_] is, [\_] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
    2. It [\_] is, [\_] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses*

*that are participating in the joint venture: .]* Each WOSB concern

eligible under the WOSB Program participating in the joint venture shall submit

a separate signed copy of the WOSB representation.

* 1. Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.]* The offeror represents as part of its offer that--
     1. It [\_] is, [\_] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
     2. It [\_] is, [\_] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small*

*businesses that are participating in the joint venture: .]* Each

EDWOSB concern participating in the joint venture shall submit a separate

signed copy of the EDWOSB representation.

* 1. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it [\_] is, [\_] is not a veteran-owned small business concern.
  2. [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.*] The offeror represents as part of its offer that is [\_] is, [\_] is not a service-disabled veteran-owned small business concern.
  3. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents, as part of its offer, that –
     1. It [\_] is, [\_] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and
     2. It [\_] is, [\_] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:*

.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

1. *Notice*.
   1. If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
   2. Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran- owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
      1. Be punished by imposition of fine, imprisonment, or both;
      2. Be subject to administrative remedies, including suspension and debarment; and
      3. Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

*Alternate I (Sep 2015).* As prescribed in [**19.309**](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/19.htm#P443_89548)(a)(2), add the following paragraph (c)(9) to the basic provision:

(9) [Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.] The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

## 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

1. It \* has, \* has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
2. It \* has, \* has not filed all required compliance reports; and
3. Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

## 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that --

1. It \* has developed and has on file, \* has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
2. It \* has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

## 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan— Certification (Aug 2009)

1. *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

* 1. Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
  2. Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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

1. Are conducted under contract directly and exclusively with the regional government of southern Sudan;
2. Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization ;
3. Consist of providing goods or services to marginalized populations of Sudan;
4. Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
5. Consist of providing goods or services that are used only to promote health or education; or
6. Have been voluntarily suspend.
7. *Certification*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

## 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2015)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

1. Disclosure Statement -- Cost Accounting Practices and Certification
   1. Any contract in excess of $750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
   2. Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror’s proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

* 1. Check the appropriate box below:

\* (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

* + 1. Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
    2. One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose- leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

* (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

* (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.
* (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

1. the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and
2. in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90- day period following the cost accounting period in which the monetary exemption was exceeded.

1. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below.

Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

\* The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

1. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

\* yes \* no

(End of Provision)

## 52.230-7 PROPOSAL DISCLOSURE – COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[ ] Yes [ ] No

If the offeror checked “Yes” above, the offeror shall--

1. Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
2. Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

**(End of provision)**

# Date of Offer:

Name of Offeror:

# Typed Name and Title:

Signature Date:

**ANNEX C**

**SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENT OF OFFERORS**

* 1. The representation and certifications submitted under the Youth Power IDIQ are applicable to this Task Order and any resultant subcontract unless updates are provided by the Contractor or necessary for a proposed subcontractor.

## 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Mar 2015)

1. The term “commercially available off-the-shelf (COTS) item,” is defined in the clause of this solicitation entitled “Combating Trafficking in Persons” (FAR clause [52.222-50](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1151848)).
2. The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that-
   1. Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and
   2. Has an estimated value that exceeds $500,000.
3. The certification shall state that-
   1. It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at [52.222-50](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1151848), Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at [52.222-50](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1151848), Combating Trafficking in Persons; and
   2. After having conducted due diligence, either-
      1. To the best of the Offeror’s knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or
      2. If abuses relating to any of the prohibited activities identified in [52.222-50](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1151848)(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

(End of provision)

## 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

* + 1. *Definitions.* As used in this provision—

“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in clause [52.204-25](https://www.acquisition.gov/content/52204-25-prohibition-contracting-certain-telecommunications-and-video-surveillance-services#id1989I600I4C), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

* + 1. *Prohibition*. 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. Contractors are not prohibited 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.
    2. *Representation.* The Offeror represents that—

It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

* + 1. *Disclosures.* If the Offeror has responded affirmatively to the representation in paragraph

1. of this provision, the Offeror shall provide the following information as part of the offer
   1. All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
   2. Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;
   3. For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
   4. For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

**[END OF SECTION K]**

# Date of Offer:

Name of Offeror:

# Typed Name and Title:

Signature Date:

**ANNEX D**

# Certification Regarding Debarment, Suspension, or Proposed Debarment

By signing and submitting this certification, the offeror certified that neither it nor any of its Principals are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or otherwise declared ineligible from participation in this transaction by any Federal department or agency.

Vendor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signatures: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signatory Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signatory Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ANNEX E**

See attached excel template