



## UNITED STATES TRANSPORTATION COMMAND

508 SCOTT DRIVE  
SCOTT AIR FORCE BASE, ILLINOIS 62225-5357

10 April 2019

MEMORANDUM FOR: SERVICE DISABLED VETERAN OWNED SMALL BUSINESS PARTNERS

GSA Federal Supply Schedule 70, Category 132-51

FROM: USTRANSCOM, Directorate of Acquisition, IT Programs and Support Services Division (TCAQ-D)

SUBJECT: Request for Quote (RFQ), SDDC IT Support Services (SITSS) Support

1. Attached is RFQ number HTC711-19-Q-D024. This RFQ is for a total small business set-aside for Service-Disable Veteran-Owned Small Businesses (SDVOSB). Only quotes submitted by SDVOSB schedule contractors in this category will be accepted by the Government.
2. It is the Government's intent to award one firm-fixed price task order with one (1) labor hour contract line item number (CLIN) against GSA IT Schedule 70 to one schedule contractor in order to successfully provide support for the SITSS requirement for USTRANSCOM at Scott AFB, IL. Travel and ODCs will be cost-reimbursable CLINs with a NTE ceiling price established by the Government and included in the task order.
3. This RFQ is not an authorization to begin performance and in no way obligates the Government for any costs incurred by the contractor for this requirement. The Government reserves the right not to award a contract in response to this RFQ. The Government reserves the right to cancel this solicitation, with no obligation to the contractor by the Government.
4. The point of contact for this RFQ is Mr. Terry Lewin, [terry.j.lewin.civ@mail.mil](mailto:terry.j.lewin.civ@mail.mil) (618) 220-6723. Questions on the RFQ must be received no later than 12:00PM CT on Monday, 22 April 2019. Questions received after this date may not be answered. Questions shall be submitted by email to Terry J. Lewin and Kimberly S. Mattingly [terry.j.lewin.civ@mail.mil](mailto:terry.j.lewin.civ@mail.mil) and [kimberly.s.mattingly.civ@mail.mil](mailto:kimberly.s.mattingly.civ@mail.mil), respectively. Written inquiries will be answered and provided to all vendors via GSA e-Buy.
5. Quotes are to be received electronically, via email, no later than 10:00AM CT on Friday, 10 May 2019. Your e-mail submission must be checked and determined to be virus-free prior to submission. The quote shall be submitted by e-mail to Terry J. Lewin and Kimberly S. Mattingly [terry.j.lewin.civ@mail.mil](mailto:terry.j.lewin.civ@mail.mil) and [kimberly.s.mattingly.civ@mail.mil](mailto:kimberly.s.mattingly.civ@mail.mil), respectively. You may also contact Terry Lewin at (618) 220-6723 or the undersigned at (618) 220-7068.

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Date: 2019.04.10 14:25:16 -05'00'

KIMBERLY S. MATTINGLY  
Contracting Officer

Attachment:  
RFQ HTC711-19-Q-D024 with attachments

RFQ HTC711-19-Q-D024

**1. General:** The overall intent of this requirement is to provide technical services required to continue development and support of the SITSS system and software application to comply with the Joint Chiefs of Staff planning doctrine, to implement USTRANSCOM and Transportation Component Command (TCC) requests for new capability and enhancements to existing capability, and to prototype new algorithms to improve the veracity of transportation planning.

The Performance Work Statement (PWS) (Attachment 1) details the effort to be accomplished. The Quality Assurance Surveillance Plan (QASP) is also included for informational purposes (Attachment 2).

The NAICS code for this requirement is 541512.

**2. Primary Place of Performance:** Work shall be performed on-site at Scott AFB.

**3. Schedule:** The period of performance for this effort is:

Base period:	01 September 2019 through 30 September 2019
Option Period 1:	01 October 2019 through 30 September 2020
Option Period 2:	01 October 2020 through 30 September 2021
Option Period 3:	01 October 2021 through 30 September 2022
Option Period 4:	01 October 2022 through 30 September 2023
Option Period 5:	01 October 2023 through 30 September 2024

**4. General Quote Information:**

(A) The schedule contractor's quote shall be received by the due date specified in the RFQ cover letter. Electronic copies of the quote shall be received in a format that can be read by Adobe Acrobat or Microsoft Office Version 2013.

(B) Security Information - The schedule contractor will require access to Government information in the performance of this task order. The schedule contractor may be required to have access to Sensitive Compartmented Information (SCI). The schedule contractor will require access to secured buildings requiring SECRET level clearance for unescorted access. The schedule contractor shall have a valid Facility Clearance Level (FCL) of SECRET at the time of quote submission. The prime contractor's Commercial and Government Entity (CAGE) code that is to be associated with the contract award document shall be the same CAGE code associated with the FCL. The prime contractor cannot use another branch, division, or subsidiary CAGE code to satisfy the FCL requirement. Block 6 of the DD254 shall have the prime contractor information, to include their CAGE code, which shall match the CAGE code submitted on the rest of the quote documents. Contract Security Classification Specification, DD Form 254, is required. Schedule contractors shall include information applicable to blocks 6a – 6c of the DD Form 254 (Attachment 3) in Volume I of their quote.

(C) All amendments to this RFQ shall be acknowledged in Volume 1, Cover Letter, of the schedule contractor's quote.

(D) The Government requires quotes be valid for at least 160 calendar days from quote response date.

(E) Schedule contractors may submit quotes which extend beyond the current period of performance for their GSA Federal Supply Schedule (FSS). The Government will not exercise an option unless the schedule contractor’s GSA FSS contract’s period of performance exceeds the period of performance associated with the option. Any anticipated expiration of a FSS contract prior to the end of the period of performance for this requirement will not preclude a schedule contractor from consideration for award. When options are exercised for this effort, the Government will confirm the FSS period of performance has been extended and any escalated rates will be compared to the actual rates established under the FSS for that same period. If the quoted rates for this effort are less than the established rates, the quote rates will stand. However, if the rates proposed for this effort are higher than the established rates, the Government will adjust the rates under this effort for any remaining periods of performance. The prices and labor rates provided in this quote to this RFQ as discounted in the quote will not be increased regardless of any subsequent adjustment to the schedule contractor’s FSS labor rates.

(F) By submitting a quote, the schedule contractor accedes to all RFQ requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors and sub-factors. Failure to meet an RFQ requirement may result in a quote being determined non-compliant and/or technically unacceptable and therefore, may result in the Offeror being eliminated from further consideration.

(G) Software and Data Rights - The Government obtains under this contract “unlimited rights” to all commercial and non-commercial technical data, computer software, software source code, computer software documentation, enhancement, and similar non-commercial data developed exclusively at Government expense and delivered to the Government under this contract. “Unlimited rights” means rights to use, modify, reproduce, release, perform, display or disclose in whole or in part, in any manner and for any purpose whatsoever, and to have the ability to authorize others to do so.

(H) Organization / Markings

(1) The quote shall be structured into four volumes with maximum page limits as indicated below. Each volume shall be written to the greatest extent possible on a stand-alone basis so that its contents may be evaluated with a minimum of cross referencing to other volumes of the quote. Each volume shall contain a glossary of all abbreviations and acronyms used within that volume, with an explanation for each. The schedule contractor shall make every effort to minimize the amount of data submitted as part of the quote. The maximum page limit for each volume includes all text pages, tables, foldouts, graphs, and other types of illustrative material. Glossaries do not count against the page limits for the respective volumes. The page limitations listed below are absolute maximums and not planning goals. Excess pages exceeding the maximum limits will not be read or considered in the evaluation. It is entirely acceptable to submit volumes with fewer pages than the maximum limits.

<u>QUOTE VOLUMES 1 - 4</u>	<u>PAGE LIMIT</u>
<p><b>Volume 1 – Contract and Associated Information</b></p> <p><b>Section 1 - Cover Letter</b>  <b>Section 2 – RFQ Information Sheet (Atch 4)</b>  <b>Section 3 - OCI Mitigation Plan</b>  <b>Section 4 – Information applicable to blocks 6a – 6c of the DD254 (Atch 3)</b></p>	No Page Limit

Provisions: Pay attention to all provisions as there are some that require the vendor to complete fill-ins to be considered responsive to this RFQ.	
<b>Volume 2 – Price</b>  CLIN Structure (Atch 5) and all backup documentation	No Page Limit
<b>Volume 3 – Technical Capability</b>  <b>Section 1</b> - Technical Approach <b>Section 2</b> - Staffing Approach	5 Pages for Sections 1 and 2 excluding staffing matrix (Atch 6)
<b>Volume 4 – Past Performance</b>  <b>Section 1</b> - Past Performance Log (Atch 7) <b>Section 2</b> - Past Performance Reference Sheet (Atch 8) <b>Section 3</b> - Letters of Consent (if applicable)  <b>NOTE</b> – Past Performance Questionnaire (Atch 9)	One page per performance area per reference (max of 25 pages)

(2)

Times New Roman 12 point font and one-inch margins shall be used except for figures, diagrams, tables, and charts where smaller is acceptable as long as it is readable. The Arial family of fonts can be used for figures, diagrams, tables, and charts as long as it is readable. All page numbers shall be sequential for each volume and identified at the bottom of each page. Each page shall identify the schedule contractor in the upper right hand corner.

**5. Submission Requirements:**

(A) Volume 1 – Contract and Associated Information (No Page Limit). The Contract and Associated Information Volume shall include the information listed below and any other items deemed necessary for the Government to know.

(1) Cover Letter. Schedule contractors shall submit a cover letter identifying their CAGE Code and DUNS number and any teaming partner/subcontractor(s) CAGE Code and DUNS number. The cover letter shall also include a minimum 160 calendar day quote validation, acknowledgement of any RFQ amendments, and the names and contact information of the contractor’s authorized points of contact.

(2) Schedule contractors complete and return, as part of their quote, the RFQ Information Sheet (Attachment 4).

(3) Organizational Conflict of Interest/Mitigation Plan – As required by FAR 9.5, the Government will ensure no organizational conflicts of interest are present. If any such conflict of interest is found to exist, the Contracting Officer may disqualify the Offeror or determine that it is otherwise in the best interest of the United States to contract with the schedule contractor and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract award. The schedule contractor shall provide the Contracting Officer with complete information of any previous or ongoing work that is in any way associated with this acquisition. Schedule contractors shall submit a mitigation plan that addresses actual or perceived conflicts

of interest related to the services required by this effort for Government review. The Government will conduct an independent assessment review of any submitted OCI Mitigation Plan to determine if any actual or perceived OCI exists and what further actions are necessary, if any. Additionally, the Government will monitor contract performance for emerging areas of conflict of interest and take action considered necessary to avoid, neutralize, or mitigate conflicts. If the Offeror believes there is no OCI, a statement as such will be included in Section 3 of Volume 1.

(4) DD254 (Attachment 3). Offerors shall complete and return as part of their quote, information applicable to blocks 6a-6c of the DD Form 254.

(B) Volume 2 – Price (No Page Limit). This volume shall contain the CLIN Structure (Attachment 5) and all backup documentation used to support the prices. Schedule contractors shall insert their proposed total price for each CLIN in the space provided.

(1) Schedule contractors shall submit a price breakout in a MS Excel spreadsheet (in both MS Excel and PDF format) identifying the labor category, labor rate, and labor hours by PWS Task Area for the base and all option periods using their GSA IT Schedule 70 Category 132 51 rates. All calculations shall be rounded to the nearest penny and evenly divisible by the quantity.

(2) If the schedule contractor's current GSA schedule does not include rates through 30 September 2023, schedule contractors may submit quotes which extend beyond the current period of performance for their GSA Federal Supply Schedule (FSS) as long as an option period or the FAR Clause 52.216-22 exists on their current FSS.

(3) The Government is seeking discounts to the GSA rates. Offerors shall provide an explanation of any discounts provided.

(C) Volume 3 – Technical Capability (5 Page Limit).

(1) Sub-factor 1 – Technical Approach: Schedule contractors shall submit a sound Technical Approach for accomplishing the requirements of the PWS. The plan shall provide a logical approach that ensures timely support for all tasks as described in the PWS.

(2) Sub-factor 2 – Staffing Approach: Schedule contractors shall submit a sound Staffing Approach to include a staffing matrix (Attachment 6) which identifies the necessary personnel resources given the schedule contractor's unique technical approach to performing the requirements. The matrix shall correlate each labor category by hours to each PWS Task and Subtask in accordance with the staffing matrix template. The Staffing Approach shall provide stable staffing, with types and numbers of positions proposed that are sufficient to ensure successful performance of the requirements based on the schedule contractor's unique Technical Approach. The number of annual hours used to represent one Full Time Equivalent (FTE) shall also be identified with the matrix. Schedule contractors shall identify the necessary qualifications (education, experience, security clearances, IA Certification levels and special skills) it will require for each labor category to perform the intended PWS tasks.

(D) Volume 4 – Past Performance (25 Page Limit)

(1) Schedule contractors shall submit no more than five (5) past performance references of Government or commercial contracts/work efforts which they consider relevant, which are currently being performed or were performed within the last three (3) years (of the quote due

date), and which demonstrate their ability to perform the work identified in the past performance areas as listed in subparagraph two (2) below. A past performance reference shall be a single Government or commercial contract/work effort. Since an umbrella contract (e.g. IDIQ) does not result in actual performance, it will not be considered as a valid reference; only the work performed on the resulting delivery/task order will be accepted. Each individual delivery/task order awarded against a basic contract will be considered a single past performance example. If CPARS reports are only reported at the IDIQ level, this should be noted. Offerors should provide a clear explanation of the relevancy of each reference submitted; however, the Government will not be bound by those statements in making its own relevancy determinations as set out in paragraph 8(C)(7)) below.

(2) Utilizing the Past Performance Reference Sheet (Attachment 8), schedule contractors should address all past performance areas identified below. Note that each individual reference does not need to reflect performance in all identified performance areas; however the Government will give greater consideration to references that reflect past performance in multiple performance areas. Schedule contractors are to provide past performance information in the following performance areas as it relates to DOD, federal, state and local Government, and/or commercial experience:

(a) Experience providing maintenance and sustainment support of an enterprise common computing environment that takes advantage of enterprise environment services such as enterprise patching solutions, enterprise file transfer solutions, enterprise end-point security solutions, firewalls, network devices, load balancers etc.

(b) Experience with the managing and administering windows x86 based server and RedHat Linux (RHEL) servers. To include managing user access via an enterprise user and device management tool/solution such as Active Directory or Centrify as well as applying patches and maintaining these servers in a STIG compliant state.

(c) Experience administering and maintaining Oracle and Microsoft SQL Server Databases at an enterprise level of 30 or greater databases.

(d) Experience in current cyber security and information assurance practices.

(3) Schedule contractors are responsible for ensuring that Past Performance Questionnaires (Attachment 9) are provided to the point of contact (POC) for each of the Government or commercial contracts/work efforts referenced. Past Performance Questionnaires will be accepted for no more than the five (5) past performance references provided. The Government will only accept questionnaires from the POCs. Utilizing the Past Performance Log (Attachment 7), Schedule contractors shall submit contact information for each past performance reference including the POC name, phone number, and e-mail address.

(4) Schedule contractors are to submit a letter of consent from principal subcontractor(s) to allow discussion of their past performance. Past performance information pertaining to a subcontractor(s) cannot be disclosed to the prime contractor without the subcontractor's consent. With your quote response, provide a letter from your principal subcontractor(s) that will perform major or critical aspects of the requirement consenting to the release of their past performance information to the prime Offeror. The letters of consent do not count towards the page limit for this Volume.

## **6. Evaluation Approach:**



The Government will utilize a Performance Price Tradeoff (PPT) source selection process in which competing Offerors' past performance history will be evaluated on a basis approximately equal to cost or price considerations. Technical Capability will be evaluated at the sub-factor level on an Acceptable, Reasonably Susceptible of Being Made Acceptable or Unacceptable basis. Price will be evaluated but not rated. Prior to award, the Contracting Officer will make a determination of price fair and reasonable (and realistic for labor hour subtasks). The following factors will be used to evaluate quotes:

- (1) Factor 1 – Price
- (2) Factor 2 – Technical Capability (sub-factors are of equal importance)
  - (I) Sub-factor 1 – Technical Approach
  - (II) Sub-factor 2 – Staffing Approach
- (3) Factor 3 – Past Performance

## **7. Evaluation Process:**

(A) After receipt of quotes, the Government will calculate the Total Proposed Price (TPP) of all schedule contractors as described in paragraph 8(A)(1) and rank them in ascending order. The technical evaluation will begin with the Quote calculated to have the lowest TPP.

(B) If the schedule contractor with the lowest calculated TPP has an Acceptable Technical Capability rating, the Government will evaluate the contractor's past performance as described in paragraph 8(C) If that Past Performance Confidence Assessment rating is "Substantial Confidence" and the contractor's pricing is determined fair and reasonable (and realistic for labor hour tasks), that quote represents the best value for the Government and the evaluation process stops at this point. Award will be made to that contractor without further consideration of any other offers.

(C) If the Technical Capability of the schedule contractor with the lowest calculated TPP is rated Reasonably Susceptible of Being Made Acceptable or Acceptable with a lower than Substantial Past Performance Confidence Assessment rating, the next lowest priced quote will be evaluated for Technical Capability. If rated Acceptable or Reasonably Susceptible to Being Made Acceptable, that contractor's past performance will be evaluated, and this process will continue until an offeror is determined to be technically Acceptable and have a Substantial Past Performance Confidence Assessment rating, or until all quotes are evaluated. At this point, the Contracting Officer may make an integrated best value decision and award without exchanges or may, if in the Government's best interest, engage in exchanges with any, or a limited number, of schedule contractors concerning their quotes. After conclusion of exchanges, if held, the Contracting Officer will then make an integrated best value assessment and award decision. If deemed in the best interest of the Government, the Contracting Officer reserves the right to award no contract at all depending on the quality of the quotes submitted and the availability of funds.

## **8. Evaluation Factors:** Each schedule contractor's quote will be evaluated against the following criteria:

### **(A) Factor 1 – Price**

- (1) Price will be considered in determining the best value Offeror. FAR 52.217-8, Option to Extend Services Clause, is included in this RFQ. The Government will calculate each schedule contractor's TPP by adding the total price of the base requirement, all option periods, and the total price for the 6-month extension of services. Pricing for the 6-month extension of services period will be based on the final 6 months of the schedule contractor's final option period. The

Government established amounts for Travel and ODCs will be included in the TPP. The TPP will not be rated. Evaluation of options will not obligate the Government to exercise the option(s).

(2) Prior to award, the Government will complete a price analysis to determine if the TPP is fair and reasonable based on the schedule contractor’s quoted prices, to include labor rates (as discounted), by comparing with other schedule contractors’ quoted prices and any other price analysis technique determined necessary. Additionally, the Government will conduct a price realism analysis on labor hour tasks for any quote being considered for award to determine whether the specific elements of the quote reflect a clear understanding of the requirements and are consistent with the schedule contractor’s quote.

(B) Factor 2 – Technical Capability

(1) Technical Capability will be evaluated at the sub-factor level on an Acceptable, Reasonably Susceptible of Being Made Acceptable or Unacceptable basis. Initially, each sub-factor will receive one of the following ratings:

RATING	DEFINITION
<b>Acceptable</b>	The quote meets all requirements identified in the solicitation. Only those quotes determined acceptable, either initially or as a result of exchanges, will be considered for award. Once deemed acceptable, all quotes are considered technically equal.
<b>Reasonably Susceptible of Being Made Acceptable</b>	The quote does not meet all the requirements in the solicitation based on the initial offer. However, there is reason to believe through revisions, an acceptable quote could result. For award without exchanges, these quotes are considered “unacceptable.”
<b>Unacceptable</b>	Fails to meet one or more requirements in the solicitation identified and major revisions would be required to make the quote acceptable. Quotes with an unacceptable rating will not be considered for award.

(2) Quotes receiving a Technical Capability rating of Reasonably Susceptible of Being Made Acceptable in either of the subfactors below may be considered for award, if exchanges are held. After exchanges, if any, subfactors initially rated Reasonably Susceptible of Being Made Acceptable will be rated Acceptable or Unacceptable. Quotes receiving an initial or final rating of Unacceptable in either of the subfactors below will no longer be considered for award.

(a) Sub-factor 1 – Technical Approach

The Government will evaluate the schedule contractor’s Technical Approach to determine if the schedule contractor submitted a sound Technical Approach for accomplishing the requirements of the PWS and the plan provided a logical approach that ensures timely support for all tasks as described in the PWS.

(b) Sub-factor 2 – Staffing Approach

The Government will evaluate the schedule contractor’s Staffing Approach to determine if the contractor submitted a sound approach given the schedule contractor’s unique technical



approach to performing the requirements. The Staffing Approach provided stable staffing with types and numbers of positions proposed that are sufficient to ensure successful performance of the requirements based on the schedule contractor's unique Technical Approach. The contractor identified the necessary qualifications (education, experience, security clearances, IA Certification levels and special skills) to perform the intended PWS tasks.

(C) Factor 3 – Past Performance

(1) Past Performance will be evaluated as a measure of the Government's confidence in the schedule contractor's ability to successfully perform the requirements of the solicitation based on recent and relevant past performance efforts. Relevant past performance means the references have a logical connection to the work described (as defined in paragraph 8(C)(7)) in the performance areas identified below and recent past performance means the references are ongoing or were performed within the past three years of quote due date. The Government will begin its evaluation of a schedule contractor's past performance by first determining the recency and relevancy of each past performance effort being evaluated.

(2) The Government will consider recent past performance information identified by each schedule contractor, as well as any additional recent past performance information obtained by the Government, in determining an overall past performance confidence assessment rating for each schedule contractor.

(3) The Government will evaluate past performance information regarding predecessor companies or principal subcontractor(s) when such information is relevant to the acquisition. Past performance regarding predecessor companies or principal subcontractor(s) that will perform major or critical aspects of this requirement will be weighted the same (equally as important) as the past performance information for the schedule contractor.

(4) While each past performance area does not need to be reflected in a single reference, the Government will give more consideration to a reference which reflects performance in more than one performance area within a single reference.

(5) While the Government will consider past performance information on relevant projects performed for state and local Governments, as well as in the commercial sector, past performance conducted within the DOD will receive greater consideration when assigning a past performance confidence assessment rating than those for work performed for organizations other than the DOD.

(6) The Government will evaluate past performance information in the following performance areas as it relates to DOD, federal, state and local Government, and/or commercial experience:

(a) Experience providing maintenance and sustainment support of an enterprise common computing environment that takes advantage of enterprise environment services such as enterprise patching solutions, enterprise file transfer solutions, enterprise end-point security solutions, firewalls, network devices, load balancers etc.

(b) Experience with the managing and administering windows x86 based server and RedHat Linux (RHEL) servers. To include managing user access via an enterprise user and device management tool/solution such as Active Directory or Centrify as well as applying patches and maintaining these servers in a STIG compliant state.

(c) Experience administering and maintaining Oracle and Microsoft SQL Server Databases at an enterprise level of 30 or greater databases.

(d) Experience in current cyber security and information assurance practices.

(7) The relevancy of each effort will be considered in determining the overall confidence assessment rating for each schedule contractor. The following definitions will be utilized to determine the relevancy of each past performance effort:

<b>RATING</b>	<b>DESCRIPTION</b>
<b>Very Relevant (VR)</b>	Present/Past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires
<b>Relevant (R)</b>	Present/Past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires
<b>Somewhat Relevant (SR)</b>	Present/Past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires
<b>Not Relevant (NR)</b>	Present/Past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires

(8) After all past performance work efforts have been assigned individual relevancy ratings, the Government will assign a single Performance Confidence Assessment rating. The assigned rating will reflect the Government's overall confidence in the schedule contractor's ability to successfully perform this effort considering the quality of performance on previous efforts, information identified by each contractor, Past Performance Questionnaires, and/or other information obtained by the Government. The Performance Confidence Assessment rating is based upon all of the information submitted/obtained and determined relevant by the Government, regardless of whether the information is for a prime or subcontractor(s). Past Performance which cannot be validated by a source other than the schedule contractor will not be considered in the Past Performance Confidence Assessment. Note: In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, that Offeror will receive an overall Performance Confidence Assessment rating of "Unknown Confidence (Neutral)" which will be considered neither favorably nor unfavorably. The Performance Confidence Assessment ratings are as follows:

<b>RATING</b>	<b>DESCRIPTION</b>
<b>Substantial Confidence</b>	Based on the schedule contractor's recent/relevant performance record, the Government has a high expectation that the schedule contractor will successfully perform the required effort.
<b>Satisfactory Confidence</b>	Based on the schedule contractor's recent/relevant performance record, the Government has a reasonable expectation that the schedule contractor will successfully perform the required effort.
<b>Limited Confidence</b>	Based on the schedule contractor's recent/relevant performance record, the Government has a low expectation that the schedule contractor will successfully perform the required effort.
<b>No Confidence</b>	Based on the schedule contractor's recent/relevant performance record, the Government has no expectation that the schedule contractor will be able to successfully perform the required effort.

<b>Unknown Confidence (Neutral)</b>	No recent/relevant performance record is available or the schedule contractor's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.
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**9. The following provisions are incorporated into this RFQ by reference:**

- 52.203-18 – Prohibition on Contracting with Entities that require Certain Internal Confidentiality Agreements or Statements – Representation (Jan 2017)
- 52.204-7 – System for Award Management (Oct 2018)
- 52.204-16 – Commercial and Government Entity Code Reporting (Jul 2016)
- 52.204-17 – Ownership or Control of Offeror (Jul 2016)
- 52.212-1 – Instructions to Offers-Commercial Items (Oct 2018)
  
- 52.217-4 – Evaluation of Options Exercised at Time of Contract Award (Jun 1988)
- 52.217-5 – Evaluation of Options (Jul 1990)
- 252.203-7005 – Representation Relating to Compensation of Former DOD Officials. (Nov 2011)
- 252.204-7008 – Compliance with Safeguarding Covered Defense Information Controls (Oct 2016)
- 252.215.7008 – Only One Offer (Oct 2013)
- 252.239-7017 – Notice of Supply Chain Risk (Nov 2013)

**10. The following provisions are incorporated into this RFQ by full text:**

*52.204-20 – Predecessor of Offeror.*

As prescribed in 4.1804(d), insert the following provision:

Predecessor of Offeror (July 2016)

(a) 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.

(b) 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.

(c) 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)

*52.209-7 – Information Regarding Responsibility Matters (Oct 2018)*

(a) Definitions. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative 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).

(b) The offeror  has  does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

*52.212-3 – Offeror Representations and Certifications – Commercial Items (Oct 2018)*

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

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

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

“Forced or indentured child labor” means all work or service—

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

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

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

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

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

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

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;



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

Sensitive technology—

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

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

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

“Small business concern” 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 size standards in this solicitation.

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

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

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

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

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

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in 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), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_. [Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it  is,  is not a small business concern.

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

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

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

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

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) 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

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(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.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It  is,  is not an EDWOSB concern, 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

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(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.

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

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

\_\_\_\_\_

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

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, 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

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(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.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(g)

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall



list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

\_\_\_\_\_

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

--	--

[List as necessary]

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

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

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

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate

offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

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

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

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

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

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

(2)  Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;



- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_.

(5) Common parent.

- Offeror is not owned or controlled by a common parent:
- Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

- (i) It [ ] is, [ ] is not an inverted domestic corporation; and
- (ii) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

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

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

Immediate owner CAGE code: \_\_\_\_\_

Immediate owner legal name: \_\_\_\_\_

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

Is the immediate owner owned or controlled by another entity:

Yes or  No.

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

Highest level owner CAGE code: \_\_\_\_\_

Highest level owner legal name: \_\_\_\_\_

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

Predecessor CAGE code \_\_\_\_\_ (or mark “Unknown”).

Predecessor legal name: \_\_\_\_\_.  
(Do not use a "doing business as" name).

(s) Reserved.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

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

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

(i) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

(u)

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

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

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

(End of Provision)

*52.219-1 -- Small Business Program Representations (Oct 2014)*

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

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

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

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

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

“Small business concern” 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--

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

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

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

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

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

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

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

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

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

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

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541512.

(2) The small business size standard is \$27,500,000.00.

(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.

(c) 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—

(i) 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

(ii) 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.

(5) 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--

(i) 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

(ii) 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.

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

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

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

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, 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



(ii) If  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.

(d) 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 --

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

(End of Provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/vmfara.htm>

(End of Provision)

*252.203-7005 Representation Relating to Compensation of Former DoD Officials (NOV 2011)*

(a) Definition. "Covered DoD official" is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41

U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

*252.239-7009 – Representation of Use of Cloud Computing (Sep 2015)*

(a) *Definition.* “Cloud computing,” as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

(b) The Offeror shall indicate by checking the appropriate blank in paragraph (c) of this provision whether the use of cloud computing is anticipated under the resultant contract.

(c) *Representation.* The Offeror represents that it—

\_\_\_\_\_ Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

**11. In addition to the clauses of the GSA IT70 Schedule, the following clauses will be incorporated by reference in the task order at time of award:**

- 52.203-19 – Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
- 52.204-18 Commercial and Government Entity Code Maintenance (Jul 2016)
- 52.212-4 – Contract Terms and Conditions – Commercial Items (Oct 2018)
- 52.213-2 -- Invoices (Apr 1984)
- 52.219-6 – Notice of Total Small Business Set-Aside (Nov 2011)
- 52.219-27 – Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)
- 52.232-18 – Availability of Funds (Apr 1984)
- 52.237-3 – Continuity of Services (Jan 1991)
- 52.245-1 – Government Property (Jan 2017)
- 52.245-9 – Use and Charges (Apr 2012)
- 252.201-7000 – Contracting Officer’s Representative (Dec 1991)
- 252.203-7000 -- Requirements Relating to Compensation of Former DOD Officials. (Sep 2011)
- 252.203-7003 – Agency Office of the Inspector General (Dec 2012)
- 252.203-7999 -- Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Dev) (Feb 2015)
- 252.204-7009 – Limitation on the Use or Disclosure of Third-Party Contractor Information (Oct 2016)

252.204-7012 – Safeguarding Covered Defense Information and Cyber Incident Reporting (Oct 2016)  
252.205-7000 – Provision of Information to Cooperative Agreement Holders (Dec 1991)  
252.226-7001 – Utilization of Indian Organization, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Sep 2004)  
252.227-7013 – Rights in Technical Data – Noncommercial Items (Feb 2014)  
252.227-7014 – Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Feb 2014)  
252.227-7015 – Technical Data – Commercial Items (Feb 2014)  
252.227-7016 – Rights in Bid or Proposal Information (Jan 2011)  
252.227-7017 – Identification and Assertion of Use, Release, or Disclosure Restrictions (Jan 2011)  
252.227-7019 – Validation of Asserted Restrictions – Computer Software (Sep 2016)  
252.227-7030 – Technical Data – Withholding of Payment (Mar 2000)  
252.227-7037 – Validation of Restrictive Markings on Technical Data (Sep 2016)  
252.232-7003 -- Electronic Submission of Payment Requests and Receiving Reports (Dec 2018)  
252.232-7010 – Levies on Contract Payments (Dec 2006)  
252.239-7010 – Cloud Computing Services (Oct 2016)  
252.243-7002 – Requests for Equitable Adjustment (Dec 2012)  
252.244-7000 – Subcontracts for Commercial Items and Commercial Components (DOD Contracts) (Jun 2013)  
252.245-7001 – Tagging, Labeling and Marking Government Equipment (Apr 2012)  
252.245-7002 – Reporting Loss of Government Property (Dec 2017)  
252.245-7003 – Contractor Property Management System Administration (Apr 2012)  
252.245-7004 – Reporting, Reutilizing and Disposal (Dec 2017)

**12. In addition to the clauses of the GSA IT70 Schedule, the following clauses will be incorporated by full text in the task order at time of award:**

*52.204-21 – Basic Safeguard of Covered Contractor Information Systems (Jun 2016)*

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

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

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

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

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

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

(b) Safeguarding requirements and procedures.

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

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

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

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

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

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

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

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

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

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

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

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

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

Subcontracts. The Contractor shall include the substance of this clause, including this paragraph, in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

*52.204-23 – Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab or Other Covered Entities (Jul 2018)*

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

Covered article means any hardware, software, or service that--

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means--

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (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 covered article. The Contractor is prohibited from--

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any 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 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 1 business day 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 covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of 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 items.

(End of clause)

*52.212-5 – Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (Deviation 2013-O0019)(Jan 2017)*

(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 items:

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

(2) 52.204-23, Prohibition on Contracting for Hardware,

Software, and Services Developed or Provided by Kaspersky Lab and

Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 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 items:

*[Contracting Officer check as appropriate.]*

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

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

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

\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

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

\_\_\_ (10) [Reserved]

\_\_\_ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Nov 2011) of 52.219-3.

\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Jan 2011) of 52.219-4.

\_\_\_ (13) [Reserved]

\_\_\_ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

\_\_\_ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.



- \_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (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 (Nov 2016) of 52.219-9.
  - \_\_\_ (v) Alternate IV (Aug 2018) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- \_\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- \_\_\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- \_\_\_ (28) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
  - \_\_\_ (ii) Alternate I (Feb 1999) of 52.222-26.
- \_\_\_ (29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
  - \_\_\_ (ii) Alternate I (July 2014) of 52.222-35.
- \_\_\_ (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
  - \_\_\_ (ii) Alternate I (July 2014) of 52.222-36.

\_\_\_ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

\_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

  X   (33) (i) 52.222-50, Combating Trafficking in Persons (JAN 2019)

(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).

\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (35) (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.)

\_\_\_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

\_\_\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_\_ (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

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

\_\_\_ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

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

\_\_\_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

\_\_\_ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

- \_\_\_ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).
- \_\_\_ (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- \_\_\_ (ii) Alternate I (Jan 2017) of 52.224-3.
- \_\_\_ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- \_\_\_ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 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 (May 2014) of 52.225-3.
- \_\_\_ (iii) Alternate II (May 2014) of 52.225-3.
- \_\_\_ (iv) Alternate III (May 2014) of 52.225-3.
- \_\_\_ (48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- \_\_\_ (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (50) 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. 2302 Note).
- \_\_\_ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- \_\_\_ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- \_\_\_ (55) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).
- \_\_\_ (56) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- \_\_\_ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

\_\_\_ (60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

\_\_\_ (iii) Alternate II (Feb 2006) 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 items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

\_\_\_ (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67.).

\_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 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).

\_\_\_ (5) 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).

\_\_\_ (6) 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).

\_\_\_ (7) 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).

\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

\_\_\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, 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 items. 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 (Jan 2019) (41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware,

Software, and Services Developed or Provided by Kaspersky Lab and

Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

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

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2019) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

- (x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
- (xiii) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (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 E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) 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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of Clause)

*52.217-8 – Option to Extend Services (Nov 1999)*

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

prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor no later than 30 days before the contract expires.

(End of Clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor no later than 30 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 61 months.

(End of Clause)

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

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

(End of clause)

**13. For Information Purposes Only, the following administrative matters will be included in the contract at time of award:**

**A. ACQUISITION POINT OF CONTACT:**

Kimberly S. Mattingly  
Contracting Officer  
USTRANSCOM/TCAQ-D  
PHONE: 618-220-7068  
E-MAIL: [kimberly.s.mattingly.civ@mail.mil](mailto:kimberly.s.mattingly.civ@mail.mil)

**B. ADMINISTRATIVE POINT OF CONTACT:** After award has been made, the USTRANSCOM Directorate of Acquisition will administer this order. Any requests for information or clarification after award of order shall be referred to the Contract Specialist, Chelsea Menchak:

Terry J. Lewin  
Contracting Officer  
USTRANSCOM/TCAQ-D  
PHONE: 618-220-6723  
E-MAIL: [terry.j.lewin.civ@mail.mil](mailto:terry.j.lewin.civ@mail.mil)



C. CONTRACTING OFFICER'S REPRESENTATIVE (COR): The Contracting Officer's Representative (COR) responsible for the administration, inspection, and acceptance of work performed under this order. The COR will be named at time of award.

(b) (6)  
Program Manager  
SDDC  
PHONE: 618-220-5670  
E-MAIL: (b) (6)

(b) (6)  
Deputy, Program Manager  
SDDC  
PHONE: 618-220-6944  
E-MAIL: (b) (6)

D. This contract contains Firm Fixed Price (FFP) CLINs, Labor Hour CLIN for labor and Cost CLINs for Travel and Other Direct Costs.

E. The Contractor's quote dated \_\_\_\_\_, including any revisions, is incorporated into this contract by reference. In the event of inconsistencies between the Performance Work Statement and the Contractor's quote, the provisions of the PWS will take precedence.

F. UNILATERAL MODIFICATION: Notwithstanding FAR 52.212-4(c), the contractor specifically agrees that unilateral modifications for the purpose of making administrative changes (such as changes in accounting codes, payment offices, and other administrative changes which do not affect the terms and conditions of this order) may be issued without prior notice to the contractor. The contractor shall receive copies of unilateral modifications for record keeping purposes.

G. DFARS PGI 207-7108, Payment Instructions - 252.204-0001 Line Item Specific: Single Funding (SEP 2009) - The payment office shall make payment using the ACRN funding of the line item being billed.

H. Invoicing Procedures: Submit electronic invoices monthly through Transportation Financial Management System (TFMS).  
-Advanced full upfront annual billing is required; no monthly or quarterly billing authorized.

#### ADDENDUM TO CLAUSE 52.212-4

(1) Exemption to Wide Area WorkFlow Payment in accordance with DFARS 252.232-7003(c)(2).

(2) The TFMS will be used as the vendor payment/invoicing system.

(3) The Contractor shall submit an original invoice (or electronic invoice, if authorized) to (b) (6) (b) (6) at (b) (6) at (b) (6) and Mr. Terry Lewin at [terry.j.lewin.civ@mail.mil](mailto:terry.j.lewin.civ@mail.mil) and one (1) copy to the the contract/order (DFAS Fax 1-866-392-7091).

An invoice must include –

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Electronic funds transfer (EFT) banking information.

Note: In order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g. 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration).

Attachments:

1. Performance Work Statement (PWS) with appendices
2. Quality Assurance Surveillance Plan (QASP) (For Informational Purposes Only)
3. DD Form 254
4. RFQ Information Sheet
5. CLIN Structure
6. Staffing Matrix
7. Past Performance Log
8. Past Performance Reference Sheet
9. Past Performance Questionnaire
10. GFE General Information