

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 117	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W81K0420R0019	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME YVONNE Y. CAMARCE				b. TELEPHONE NUMBER (No Collect Calls) 210-221-3109	
8. OFFER DUE DATE/LOCAL TIME 10:00 AM 08 Jan 2020							
9. ISSUED BY  W40M USA HLTH CONTRACTING ACT CTR FOR HEALTH CARE CONTR 2199 STORAGE ST BLDG 4197 STE 68 JB SA FT SAM HOUSTON TX 78234-5074  TEL: FAX:		CODE W81K04		10. THIS ACQUISITION IS  <input checked="" type="checkbox"/> SMALL BUSINESS  <input type="checkbox"/> HUBZONE SMALL BUSINESS  <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR:  <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM  <input type="checkbox"/> EDWOSB  <input type="checkbox"/> 8(A)  NAICS: 611430  SIZE STANDARD: \$12,000,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  CODE			
17a. CONTRACTOR/OFFEROR  TELEPHONE NO.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY  CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:		31c. DATE SIGNED	

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)</b>					PAGE 2 OF 117		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____							
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
					32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42a. RECEIVED BY <i>(Print)</i>			
				42b. RECEIVED AT <i>(Location)</i>			
				42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS	

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0001	<p>Trainer Certification and Support. FFP</p> <p>The contractor shall provide train-the-trainer certification and support in accordance with (IAW) Performance Work Statement (PWS) paragraphs 5.1-5.1.2.3 and associated Exhibits.</p>				

PURCHASE REQUEST NUMBER: 0011371365

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AA	<p>Train-the-Trainer Certification Wrkforce FFP</p> <p>The contractor shall conduct train-the-trainer certification courses for the workforce to include materials IAW PWS paragraphs 5.1.1-5.1.2.4. FOB: Destination PSC CD: U099</p>	30	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AB	Train-the-Trainer Certification Leaders FFP The contractor shall conduct train-the-trainer certification courses for leaders to include materials IAW PWS paragraphs 5.1.1-5.1.2.4. FOB: Destination PSC CD: U099	30	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AC	TRAINER SUPPORT FFP The contractor shall provide trainer support IAW PWS paragraphs 5.1.2-5.1.2.3. FOB: Destination PSC CD: U099	36	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0002	Commercial Off-the-Shelf Customization FFP The contractor shall customize and update its COTS self-awareness model IAW PWS paragraphs 5.1.3-5.1.3.3 and associated Exhibits.				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AA	Initial COTS Customization FFP The contractor shall submit a COTS customization plan no later than (NLT) 30 days after contract award, and complete its COTS customization NLT 180 days following COR final review, IAW PWS paragraph 5.1.3.1. FOB: Destination PSC CD: U099	1	Job		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AB		2	Job		

COTS Annual Updates

FFP

The contractor shall update annually its customized COTS model IAW commercial practice, to keep it current and relevant, and to include new Army Medical Department (AMEDD)-specific doctrine, terminology and examples, IAW PWS paragraph 5.1.3.2.

FOB: Destination

PSC CD: U099

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		UNDEFINED			

Senior Executive Training and Coaching

FFP

The contractor shall provide senior executive self-awareness training, telephonic executive coaching and on-site application consultation to include training materials IAW PWS paragraphs 5.2-5.2.3 and associated Exhibits

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AA	Sr. Exec./Leader Self Awareness Training FFP The contractor shall provide senior executive self-awareness training to include training materials sessions IAW PWS paragraph 5.2.1. FOB: Destination PSC CD: U099	6	Session		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AB	Telephonic Executive Coaching FFP The contractor shall provide individual telephonic executive coaching, for up to six total hours for each senior executive, IAW PWS paragraph 5.2.2. FOB: Destination PSC CD: U099	12	Session		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AC	On-site Application Consultation FFP The contractor shall provide on-site application consultation work group sessions with select senior executives and their select staff for the application of the self-awareness strategies to AMEDD business actions IAW PWS paragraph 5.2.3. FOB: Destination PSC CD: U099	180	Session		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Supplies FFP The contractor shall provide only the most current updated or refined versions of training materials and aides, IAW PWS paragraphs 5.3-5.3.3 and associated Exhibits.	UNDEFINED			

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MAX  
NET AMT



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AA	COTS Training Material Workforce FFP The contractor shall provide COTS training materials and supporting media products for self-awareness for the workforce, IAW PWS paragraph 5.3.1, until such time as the customized COTS training material is made available. FOB: Destination PSC CD: U099	4,750	Set		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AB	COTS Training Material for Leaders FFP The contractor shall provide COTS training materials and supporting media products for self-awareness for leaders, IAW PWS paragraph 5.3.1, until such time as the customized COTS training material is made available. FOB: Destination PSC CD: U099	1,000	Set		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AC	Customized Training Material Workforce FFP The contractor shall provide customized COTS training material and supporting media products for the workforce IAW PWS paragraphs 5.1.3-5.1.3.3, 5.3.1 and 5.3.2. FOB: Destination PSC CD: U099	23,750	Set		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AD	Customized Training Material Leaders FFP The contractor shall provide customized COTS training material and supporting media products for leaders IAW PWS paragraphs 5.1.3-5.1.3.3, 5.3.1 and 5.3.2. FOB: Destination PSC CD: U099	5,000	Set		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AE	Training Aides FFP The contractor shall provide COTS-available job aides, memory aides, and similar items IAW PWS paragraph 5.3.1.1. FOB: Destination PSC CD: U099	2,850	Package		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	Travel FFP Travel reimbursement for travel as required by PWS paragraph 1.5. Fiscal Years (FY) 2020-2023.	UNDEFINED			

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0005AA	Travel - FY20 FFP Travel reimbursement for travel conducted in FY 2020 as required by PWS paragraph 1.5. FOB: Destination PSC CD: U099				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0005AB	Travel - FY21 FFP Travel reimbursement for travel conducted in FY 2021 as required by PWS paragraph 1.5. FOB: Destination PSC CD: U099				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0005AC	Travel - FY22 FFP Travel reimbursement for travel conducted in FY 2021 as required by PWS paragraph 1.5. FOB: Destination PSC CD: U099				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0005AD	Travel - FY23 FFP Travel reimbursement for travel conducted in FY 2023 as required by PWS paragraph 1.5. FOB: Destination PSC CD: U099				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0006	Shipping FFP Shipping reimbursement for shipping as required by PWS paragraphs 5.3.1-5.3.3 for Fiscal Years (FY) 2020-2023.				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0006AA	Shipping FY20 FFP Shipping reimbursement for shipping as required by PWS paragraphs 5.3.1-5.3.3 for Fiscal Year (FY) 2020. FOB: Destination PSC CD: U099				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0006AB	Shipping FY21 FFP Shipping reimbursement for shipping as required by PWS paragraphs 5.3.1-5.3.3 for Fiscal Year (FY) 2020. FOB: Destination PSC CD: U099				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0006AC	Shipping FY22 FFP Shipping reimbursement for shipping as required by PWS paragraphs 5.3.1-5.3.3 for Fiscal Year (FY) 2020. FOB: Destination PSC CD: U099				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0006AD	Shipping FY23 FFP Shipping reimbursement for shipping as required by PWS paragraphs 5.3.1-5.3.3 for Fiscal Year (FY) 2020. FOB: Destination PSC CD: U099				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	Post-Award Conference FFP The contractor shall attend and participate in a post-award conference to be conducted at Fort Sam Houston, TX after contract award IAW 1.12. FOB: Destination PSC CD: U099	1	Each		

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MAX  
NET AMT



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	Contractor Manpower Reporting (CMR) FFP The contractor shall perform CMR IAW PWS paragraph 5.5 and associated Exhibits, under Not Separately Priced terms. FOB: Destination PSC CD: U099	6	Each		
					MAX NET AMT

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0002	N/A	N/A	N/A	N/A
0002AA	Destination	Government	Destination	Government
0002AB	Destination	Government	Destination	Government
0003	N/A	N/A	N/A	N/A
0003AA	Destination	Government	Destination	Government
0003AB	Destination	Government	Destination	Government
0003AC	Destination	Government	Destination	Government
0004	N/A	N/A	N/A	N/A
0004AA	Destination	Government	Destination	Government
0004AB	Destination	Government	Destination	Government
0004AC	Destination	Government	Destination	Government
0004AD	Destination	Government	Destination	Government
0004AE	Destination	Government	Destination	Government
0005	N/A	N/A	N/A	N/A
0005AA	Destination	Government	Destination	Government
0005AB	Destination	Government	Destination	Government
0005AC	Destination	Government	Destination	Government
0005AD	Destination	Government	Destination	Government
0006	N/A	N/A	N/A	N/A
0006AA	Destination	Government	Destination	Government
0006AB	Destination	Government	Destination	Government

0006AC Destination	Government	Destination	Government
0006AD Destination	Government	Destination	Government
0007 Destination	Government	Destination	Government
0008 Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A
0001AA	POP 01-APR-2020 TO 31-MAR-2023	N/A	AMEDD&CS AMEDD&CS BLDG. 2841 FORT SAM HOUSTON SAN ANTONIO TX 78234 FOB: Destination	W45MW2
0001AB	POP 01-APR-2020 TO 31-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45MW2
0001AC	POP 01-APR-2020 TO 31-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45MW2
0002	N/A	N/A	N/A	N/A
0002AA	POP 01-APR-2020 TO 31-OCT-2020	N/A	AMEDD&CS AMEDD&CS BLDG. 2841 FORT SAM HOUSTON SAN ANTONIO TX 78234 FOB: Destination	W45MW2
0002AB	POP 01-APR-2021 TO 31-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45MW2
0003	N/A	N/A	N/A	N/A
0003AA	POP 01-APR-2020 TO 31-MAR-2023	N/A	AMEDD&CS AMEDD&CS BLDG. 2841 FORT SAM HOUSTON SAN ANTONIO TX 78234 FOB: Destination	W45MW2
0003AB	POP 01-APR-2020 TO 31-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45MW2
0003AC	POP 01-APR-2020 TO 31-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45MW2
0004	N/A	N/A	N/A	N/A

0004AA POP 01-APR-2020 TO 30-SEP-2020	N/A	AMEDD&CS AMEDD&CS BLDG. 2841 FORT SAM HOUSTON SAN ANTONIO TX 78234 FOB: Destination	W45MW2
0004AB POP 01-APR-2020 TO 31-MAR-2023	N/A	N/A FOB: Destination	
0004AC POP 01-APR-2020 TO 31-MAR-2023	N/A	AMEDD&CS AMEDD&CS BLDG. 2841 FORT SAM HOUSTON SAN ANTONIO TX 78234 FOB: Destination	W45MW2
0004AD POP 01-APR-2020 TO 31-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45MW2
0004AE POP 01-APR-2020 TO 31-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45MW2
0005 N/A	N/A	N/A	N/A
0005AA POP 01-APR-2020 TO 30-SEP-2020	N/A	AMEDD&CS AMEDD&CS BLDG. 2841 FORT SAM HOUSTON SAN ANTONIO TX 78234 FOB: Destination	W45MW2
0005AB POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45MW2
0005AC POP 01-OCT-2021 TO 30-SEP-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45MW2
0005AD POP 01-OCT-2022 TO 31-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45MW2
0006 N/A	N/A	N/A	N/A
0006AA POP 01-APR-2020 TO 30-SEP-2020	N/A	AMEDD&CS AMEDD&CS BLDG. 2841 FORT SAM HOUSTON SAN ANTONIO TX 78234 FOB: Destination	W45MW2
0006AB POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45MW2
0006AC POP 01-OCT-2021 TO 30-SEP-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45MW2
0006AD POP 01-OCT-2022 TO 31-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45MW2

0007	POP 01-APR-2020 TO 30-APR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45MW2
0008	POP 01-APR-2020 TO 31-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45MW2

SCHEDULE OF ORDERING

1. Orders may be placed by any warranted contracting officer serving at the Health Readiness Contracting Office (HRCO).
2. Orders against this contract will be placed by task order or task order modification via mail, facsimile, or through electronic commerce including e-mail in accordance with terms and conditions of contract.

MINIMUM GUARANTEE

The minimum guarantee amount is \$1,500.00. The estimated contract value is \$10,500,000.00 for the three-year ordering period.

## CLAUSES INCORPORATED BY REFERENCE

52.212-4                      Contract Terms and Conditions--Commercial Items                      OCT 2018

ADDENDUM TO 52.212-4

(x) The non-FAR Part 12 discretionary FAR and DFARS clauses included herein are incorporated into this contract either by reference or in full text. If incorporated by reference, see clause 52.252-2 herein for locations where full text can be found.

## CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2019

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.219-6 (Dev)	Notice of Total Small Business Set-Aside (DEVIATION 2019-O0003).	JAN 2019
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-14 (Dev)	Limitations on Subcontracting (DEVIATION 2019-O0003).	JAN 2019
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	OCT 2019
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-44	Fair Labor Standards And Service Contract Labor Standards- Price Adjustment	MAY 2014
52.222-50	Combating Trafficking in Persons	JAN 2019
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-18	Availability Of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7041	Correspondence in English	JUN 1997

252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.229-7002	Customs Exemptions (Germany)	JUN 1997
252.229-7003	Tax Exemptions (Italy)	MAR 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

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

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

Full cooperation—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require-

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

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

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

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

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).

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

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

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

(b) Code of business ethics and conduct. (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.



(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5.5 million and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

#### 52.204-21 BASIC SAFEGUARDING 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 subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
  - (xii) Identify, report, and correct information and information system flaws in a timely manner.
  - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
  - (xiv) Update malicious code protection mechanisms when new releases are available.
  - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
- (c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial 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)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015)

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

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).

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.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$1,500.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of **\$4.8 million**;

(2) Any order for a combination of items in excess of **\$4.8 million**; or

(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **5** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

## 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **30 Sep. 2024**.

(End of clause)

## 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

## 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

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 (c) of this clause. Such a concern is ``not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of

employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code 611430 - assigned to contract number TBD.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

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

``Active duty wartime or campaign badge veteran," ``Armed Forces service medal veteran," ``disabled veteran," ``protected veteran," ``qualified disabled veteran," and ``recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

#### 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

#### 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be--

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

## 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

Employee Class	Monetary Wage-Fringe Benefits	
Accounting Clerk II	\$12.10	\$4.72
General Clerk II	\$10.78	\$4.27*
Travel Clerk I	\$11.93	\$4.65
Illustrator I	\$13.54	\$5.28
Media Specialist II	\$13.54	\$5.28
Computer Programmer I	\$13.54	\$5.28
Material Coordinator	\$11.37	\$4.43
Shipping Packer	\$9.70	\$4.27*
Technical Writer III	\$24.83	\$9.68

\*The minimum Health and Welfare Fringe Benefit rate under the Department of Labor for employees under the Service Contract Act (SCA).

(End of clause)

## 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)

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

``United States" means the 50 states and the District of Columbia.

``Worker"--

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and --

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541;

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training



Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) Executive Order minimum wage rate. (1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provideduplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition--

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to--

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to--

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts), in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records. (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

## 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)

(a) Definitions. As used in this clause (in accordance with 29 CFR 13.2)--

Child, domestic partner, and domestic violence have the meaning given in 29 CFR 13.2.

Employee--(1)(i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706; and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8);

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions;

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)(i) An employee performs ``on" a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs ``in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship has the meaning given in 29 CFR 13.2.

Multiemployer plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

Paid sick leave means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

Parent, sexual assault, spouse, and stalking have the meaning given in 29 CFR 13.2.

United States means the 50 States and the District of Columbia.

(b) Executive Order 13706. (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) Paid sick leave. The Contractor shall--

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) Withholding. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including--

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment. (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

(i) Recordkeeping. (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee's occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

- (v) Any deductions made.
  - (vi) The total wages paid (including all pay and benefits provided) each pay period.
  - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
  - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
  - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).
  - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
  - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
  - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
  - (xiii) The relevant contract.
  - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
  - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
- (2)(i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
- (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(1)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.
- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.

(j) Interference/discrimination.

(1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to--

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for--

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

(k) Notice. The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) Disputes concerning labor standards. Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

#### 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

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

(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/these address(es): <https://www.acquisition.gov>.

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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



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

(End of clause)

## 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The

Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

#### 252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)

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

Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

Litigation support means administrative, technical, or professional services provided in support of the Government during or in anticipation of litigation.

Litigation support contractor means a contractor (including its experts, technical consultants, subcontractors, and suppliers) providing litigation support under a contract that contains the clause at 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors.

Sensitive information means controlled unclassified information of a commercial, financial, proprietary, or privileged nature. The term includes technical data and computer software, but does not include information that is lawfully, publicly available without restriction.

Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(b) Notice of authorized disclosures. Notwithstanding any other provision of this solicitation or contract, the Government may disclose to a litigation support contractor, for the sole purpose of litigation support activities, any information, including sensitive information, received—

(1) Within or in connection with a quotation or offer; or

(2) In the performance of or in connection with a contract.

(c) Flowdown. Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items.

(End of clause)

#### 252.216-7006 ORDERING (SEP 2019)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from 1 April 2020 through 28 February 2023 or through 31 August 2023, if FAR 52.217-8 is exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

#### 252.232-7003 (DEV)

#### ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEVIATION 2018-A0001) (DEC 2017)

(a) Definitions. As used in this clause –

(1) "Invoice payment" have the meaning given in section 32.001 of the Federal Acquisition Regulation.

(3) "Payment request" means any request for contract invoice payment submitted by the Contractor this contract.

(3) "Receiving report" means the data required by the clause at [252.246-7000](#), Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet as <https://wawf.eb.mil/>.

(c) The contractor may submit a payment request and receiving report using other than WAWF only when –

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format;

(4) The Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required; or

(5) Submitting payment requests and receiving reports to the Supplier Self-Services (SUS) system accessible via the Wide Area WorkFlow (WAWF) website as an authorized participant in the vendor portal invoicing pilot program.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

252.232-7006 (DEV)

#### WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEVIATION 2018-A0001) (DEC 2017)

(a) Definitions. As used in the clause –

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

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

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

(b) Electronic invoicing. The WAW system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-70003, Electronic Submission of Payment Requests and Receiving Reports (DEVIATION 2018-A0001) (DEC 2017).

(1) The WAWF system shall be used to electronically process vendor payment requests and receiving reports, in accordance with paragraph (c) through (g) of this clause; or

(2) The General Fund Business Enterprise System (GFEBS) Supplier Self-Services (SUS) system shall be used, in accordance with paragraph (h) of this clause, if the Contractor is an authorized participant in GFEBS SUS invoicing pilot program.

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

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

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

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

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

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

(1) Document type. The Contractor shall use the following document type(s).

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(Contracting Officer: Insert applicable document type(s). Note: if a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.

(2) Inspection / acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the Contracting Officer.

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(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

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

Routing Data Table\*

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

(\*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to / acceptance locations apply, or “Not applicable.”)



(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF Email notification. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

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(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) WAWF Point of contact.

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

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(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(h) GFEBS SUS.

(1) Access. SUS access is obtained by logging into WAWF at <http://wawf.eb.mil/> and entering the SUS Pay Official DoDAAC HQ0678 as shown on the signature page of this contract. Contractors authorized to participate in the GFEBS SUS pilot program will be seamlessly routed to the SUS vendor portal.

(2) Training. SUS Contractors participating in the GFEBS SUS invoicing pilot program shall be trained by the Army by obtaining training material and guidance at the time of initial contract award.

(3) Payment Instructions. The Contractor will be provided in SUS the purchase order (PO) with the awarded contract information needed for use in submitting receiving report information and payment requests. In the event of a conflict between this contract and the PO displayed in SUS, the contract text takes precedence. The Contractor shall identify all such conflicts to the Contracting Officer promptly in writing upon discovery.

(i) Upon receipt of the award, the Contractor shall log into SUS and verify that the SUS PO matches the awarded document or modification. The Contracting office shall be notified of any corrections needed immediately prior to time of invoice. Failure to notify the Contracting Officer in a timely manner in SUS and to ensure action is taken may result in the Contractor being unable to submit a request for payment. When the obligation data cannot be posted or corrected timely, the Contractor may submit a paper invoice and/or receiving report data to the assigned Government acceptor. This submission will serve as the official start of the Prompt Payment Act period for purposes of timely payment and interest calculation. The acceptor will notify both the Contracting Office and Accounts Payable office. Once the error is resolved, the Contractor can submit an invoice in SUS, which will post in GFEBS. To correctly calculate any due interest, a GFEBS Invoice Processor will manually update the invoice baseline date to the invoice submission date on the paper invoice, and attach it for reference.

(ii) The Contractor shall submit receiving report information as an "Advanced Ship Notice (ASN)" for supplies or a "Confirmation" for services.

(iii) The ASN or Confirmation will be reviewed for acceptance by the designated Contracting Officer's Representative (COR).

(iv) The Contractor shall submit the payment request as an invoice created from the associated ASN or Confirmation.

(4) Manual transmission. In the event submission of receiving report data or an invoice in SUS is unavailable, the Contractor may submit a receiving report using the DD Form 250 or an invoice to the COR via facsimile or conventional mail.

(5) Points of contact.

(i) The Contractor may obtain clarification regarding invoicing in SUS from the contracting activity's SUS point of contact.

(ii) For technical SUS help, the GFEBS helpdesk may be contacted via e-mail at [armv.gfebs.helpdesk@mail.mil](mailto:armv.gfebs.helpdesk@mail.mil) or by phone at 866-757-9771.

(End of clause)

#### CLAUSES INCORPORATED BY REFERENCE

252.232-7998 (Dev) Supplier Self-Service Pilot (Deviation 2018-A0001) (DEC 2017)

#### CLAUSES INCORPORATED BY FULL TEXT

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

(a) The Contractor is not required to flow down the terms of any Defense Federal Acquisition Regulation Supplement (DFARS) clause in subcontracts for commercial items at any tier under this contract, unless so specified in the particular clause.

(b) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligation.

(c) The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract, including subcontracts for the acquisition of commercial items.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (FEB 2019)

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

"Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

"Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.

"Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

"Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

"U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other

clause of this contract. Requests shall contain at a minimum --

- (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
  - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
- (1) Prime contract number;
  - (2) Name of vessel;
  - (3) Vessel flag of registry;
  - (4) Date of loading;
  - (5) Port of loading;
  - (6) Port of final discharge;
  - (7) Description of commodity;
  - (8) Gross weight in pounds and cubic feet if available;
  - (9) Total ocean freight in U.S. dollars; and
  - (10) Name of the steamship company.
- (f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--
- (1) No ocean transportation was used in the performance of this contract;
  - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
  - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or
  - (4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) If the Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies; however, after the award of this contract, the Contractor learns that supplies will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of this clause.

(i) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (i), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2019)

(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) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial 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 (June 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 Set-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 (OCT 2019) (15 U.S.C. 657f).
- \_\_\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 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 (Oct 2019) (E.O. 13126).
- \_\_\_\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- \_\_\_\_ (28)(i) 52.222-26, Equal Opportunity (SEPT 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).
- \_\_\_\_ (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 Televisions (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. 13693).
- \_\_\_\_ (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 (Oct 2019) 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 (July 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)(13)).

\_\_\_\_ (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 (Oct 2015) (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) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 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.

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

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

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

(ix) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

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

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

(xii) 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.

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

(xiv) \_\_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

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

(xv) 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.)

(xvi) 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)

(xvii) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

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

(xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

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

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

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 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.

(xxiii) 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)

## PWS

### PERFORMANCE WORK STATEMENT (PWS)

#### SELF-AWARENESS TRAINING SERVICES IN SUPPORT OF

DEFENSE HEALTH AGENCY MILITARY TREATMENT FACILITIES, TRAINING AND DOCTRINE COMMAND (TRADOC), MEDICAL CENTER OF EXCELLENCE (MEDCOE); ARMY FUTURES COMMAND (AFC); AND ARMY MATERIAL COMMAND (AMC)

1. Introduction. The contractor shall provide non-personal self-awareness training services and related or incidental supplies/items in support of Defense Health Agency (DHA<sup>1</sup>) Military Treatment Facilities (MTFs) in the Department of Defense (DoD) Military Health System (MHS<sup>2</sup>) Training and Doctrine Command (TRADOC), Medical Center of Excellence (MEDCoE); Army Futures Command (AFC); and Army Material Command (AMC). The contractor shall provide non-personal education and training services in accordance with (IAW) the terms and conditions of this contract, to include any terms and conditions defined in Task Orders (TOs) issued under this contract.

1.1 BACKGROUND. The U.S. Army Medical Command (MEDCOM) currently provides health care services worldwide to qualified military, family members, and retirees through a network of military treatment facilities (MTFs). Section 702 of the FY17 National Defense Authorization Act (NDAA) established the Defense Health Agency (DHA) as responsible for administration of the military medical treatment facilities (MTFs) starting on 1 October 2018. It is currently expected that certain MTFs serviced by the resultant contract will be under direct DHA management not later than 1 October 2019, with the remainder to follow not later than 1 October 2020. DHA policies and procedures do and will control operations at these MTF as they are issued. However, the performance of this service (Section 5) will remain applicable to all MTFs regardless of the MTFs falling under the control of DHA prior to award, as well as for USAMEDCOM organizations that have been realigned to Training and Doctrine Command (TRADOC), Medical Center of Excellence (MEDCoE); Army Futures Command (AFC); and Army Material Command (AMC). This requirement builds on previous contracts that promoted the Army Surgeon General (TSG) directive to transform the organizational culture within USAMEDCOM. TSG change goals included enhancing leadership capabilities, command personnel interaction, and individual personnel performance through behavioral modification and increased self-awareness. Successful interpersonal work place relationships are crucial to the creation and sustainment of a working environment supportive of teamwork and exceptional performance.

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<sup>1</sup> The National Defense Authorization Act for Fiscal Year 2017 (NDAA FY17), Section 702, titled "Reform of Administration of the Defense Health Agency and Military Medical Treatment Facilities," transferred administration and management of military treatment facilities (MTFs) to the Defense Health Agency (DHA) beginning October 1, 2018. It directed DHA to be "responsible for the administration of each" MTF with respect to budgetary matters, information technology, health care administration and management, administrative policy and procedure, military medical construction and any other matters the Secretary of Defense determines appropriate.

<sup>2</sup> "Military Health System" is the combination of military and civilian medical and dental programs, personnel, facilities, and other assets operating pursuant to chapter 55 of Title 10 U.S.C. that provides healthcare to Department of Defense healthcare beneficiaries.

TSG directed that AMEDD military and civilian personnel will be offered training in methodologies, practices, and techniques that increase and sustain self-awareness and improve work environments. To achieve these goals the Team and Organizational Development Branch (TODB) was established and in 2016 the TODB was re-aligned to the Army Medical Center of Excellence (MEDCoE). This contract supports organizational change and increased self-awareness across the DHA, AMEDD, TRADOC, AFC and AMC enterprise enabling military and civilian personnel at all levels to learn and incorporate individual and group implementation strategies and tools into their work practices, beyond only behavior changes. Incorporating these strategies and tools will develop self-aware personnel to more effectively establish and operate workplace practices. Development of self-aware leaders and engaged work teams is required to create healthy organizations aligned to strategic goal achievement and solving the most difficult and persistent organizational problems.

1.1.1. Self-Awareness. In accordance with (IAW) Army Doctrine Reference Publication 6-22, self-awareness has the potential to help leaders become better adjusted and more effective. As a critical element of adaptability, self-awareness enables leaders to recognize their strengths and weaknesses across a range of environments and progressively employ strengths to correct these weaknesses. To be self-aware, leaders must be able to formulate accurate self-perceptions, gather feedback on others' perceptions, and change their self-concept as appropriate. Being self-aware ultimately requires leaders to develop a clear, honest picture of their capabilities and limitations

## 1.2. Scope of Work.

1.2.1. This Indefinite Delivery, Indefinite Quantity (IDIQ) Single Award Task Order (TO) Contract (SATOC) shall serve as a vehicle to self-awareness training services at organizations identified in paragraph 1. The Government may add DHA MTFs and other organizations to the contract by bilateral modification based on mission requirements.

1.2.2. The contractor shall provide all personnel, management, administration, facilities, materials, equipment, and services except as identified in Paragraph 3, Government-Furnished Items and Services, necessary to perform non-personal, education and training services and related items/supplies in support of organizations as specified in the PWS.

## 1.3. General Information.

1.3.1. Performance Locations. Performance locations include all DHA, (Air Force, Army and Navy MTFs/organizations), TRADOC, AFC, and AMC facilities.

1.3.2. Authorized Ordering Agencies. Task Orders will be centrally awarded and administered by The Health Readiness Contracting Office (HRCO).

1.3.3. Non-Personal Services. Task Orders under this contract will be issued under a non-personal services arrangement for which the Government will not supervise Contract Service Providers (CSPs) or control the method by which the contractor performs the required tasks. The CSPs shall be accountable solely to the contractor who in turn is responsible to the Government. All CSPs shall be under the control and supervision of the contractor at all times. The Government may evaluate the quality of the services provided, but retains no control over the services rendered. If any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Contracting Officer (KO) immediately.

1.3.3.1. The contractor will encounter and provide services to various Government personnel via performance of the service defined in this PWS. Terms such as "train," "coach," "consultation," "facilitate," "consult," "evaluate," "enhance the value of training," "manage," "assist," and "administer," as used in this contract, shall not be taken to mean that contractor personnel can perform inherently governmental functions. Decision making and the supervision/direction of Government employees (military or civilian) are examples of inherently governmental functions. CSPs shall not make inherently governmental decisions. CSPs shall not supervise Government employees.

## 1.3.4. Contracting Officer Representative (COR).

1.3.4.1 The Government will identify a COR for the contract and each TO. The COR shall monitor all technical aspects of the TO and assist in contract administration. Unless otherwise identified in a delegation letter, the COR is authorized to perform the following functions: assure that the contractor performs the technical and administrative requirements of the contract/TO; perform necessary inspections in connection with contract/TO performance; maintain written and oral communications with the contractor concerning technical aspects of the contract/TO; issue written interpretations of technical requirements; monitor the contractor's performance and notify the KO, or Administrative Contracting Officer (ACO) as applicable, and contractor of any deficiencies. The KO will send a letter of designation to the COR and the contractor, which states the specific responsibilities and limitations of the COR. The COR is not authorized to change any of the terms and conditions of the contract/TOs. The contractor shall only conduct business with COR/ACOR, KO and ACO.

1.3.4.2. The contractor shall only conduct business with designated Government personnel listed as points of contact (POCs). Names of authorized personnel will be provided to the contractor by the government, in writing on an individual task order basis.

1.3.5. Recognized Holidays. The following is a list of legally recognized Federal Holidays:

New Year's Day, January 1<sup>st</sup>  
Martin Luther King's Birthday, 3<sup>rd</sup> Monday in January  
President's Day, 3<sup>rd</sup> Monday in February  
Memorial Day, Last Monday in May  
Independence Day, July 4<sup>th</sup>  
Labor Day, 1<sup>st</sup> Monday in September  
Columbus Day, 2<sup>nd</sup> Monday in October  
Veteran's Day, November 11<sup>th</sup>  
Thanksgiving Day, 4<sup>th</sup> Thursday in November  
Christmas Day, December 25<sup>th</sup>

Any of the above holidays falling on a Saturday will be observed on the preceding Friday; holidays falling on a Sunday will be observed on the following Monday. Any holidays that are declared by Presidential Executive Order shall be observed in the same manner as the holidays listed above. If the area in which a contract employee is scheduled to work is closed due to the holiday and the employees is not required to report in, payment will not be made for that day/hours. Closures of the installation due to inclement weather or other such acts of God shall be handled in the same manner.

Self-awareness training services are not required on federally recognized holidays and any required courses or hours shall be scheduled accordingly.

1.3.5.1. If an unexpected closing interrupts scheduled services, it is generally desired that the scheduled service still be delivered. The COR and contractor shall coordinate an alternate and equivalent opportunity and method to complete delivery of the desired services. Completing delivery of desired services could depend on factors such as, but not limited to, the circumstances of the closure, the remaining services still to be delivered, and the availability of government personnel and/or facilities, etc.

1.3.5.2. The contractor shall not invoice for courses scheduled and then cancelled by the Government at least 10 calendar days preceding the scheduled start date of a training session.

1.3.6. Essential Contractor Services. Self-awareness training services are not essential contractor services.

1.3.7. Inquiries, Comments, or Complaints. The contractor shall not respond to any inquiries. All inquiries, comments or complaints arising from any matter observed, experienced, or learned of as a result of or in connection with the performance of this contract, the resolution of which may require the dissemination of official information, shall be directed to the COR and KO, as applicable. All inquiries from the media, third parties, private or public agencies shall be immediately relayed to the COR and KO, as applicable.

### 1.3.8 Personnel.

1.3.8.1. CSPs. The contractor shall provide a contractor representative who shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The name of this person shall be designated, in writing, and submitted to the KO prior to contract performance start date. The contractor representative shall be available between the hours of 8:00 a.m. and 5:00 p.m., Central Standard/Daylight Time, or as scheduled by mutual agreement to support specific meetings or coordination in other time zones, Monday through Friday except federal holidays or when the Government facility is closed.

1.3.9. The contractor shall comply with all applicable policies of the organization(s) supported and meet required performance standards as defined by the MTF, Air Force, Army, Navy or DoD regulations.

### 1.4. Quality Control (QC).

1.4.1. The contractor shall maintain a commercial quality standard-compliant process for quality control.

1.4.2. The contractor shall maintain a complete Quality Control Plan (QCP), to include performance metrics, which shall ensure the requirements of the contract are performed as specified in PWS. The contractor shall provide copies of the QCP to the KO and COR no later than 30 calendar days after contract award. As necessary, the contractor shall update/revise the QCP and submit updates/revisions to the KO and COR, for review prior to implementation. The final updated/revised QCP shall be incorporated into the contract by reference as a compliance document. The contractor shall update/revise the QCP, as necessary, and submit the updated/ revised QCP to the KO and COR not later than seven (7) calendar days for review/comments prior to implementation.

1.4.3. Quality Assurance. The Government shall evaluate the contractor's performance under this contract in accordance with the quality assurance surveillance plan. This plan is primarily focused on what the Government must do to ensure the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rates.

### 1.5. Travel.

1.5.1. The CSPs may be required to travel during the performance of this contract, as identified in the TO, required for the performance of services. The contractor shall be responsible for obtaining all passenger transportation, lodging, and subsistence.

1.5.2. The contractor shall submit an invoice with supporting documentation in accordance with Wide Area Work Flow (WAWF) instructions itemizing expenses in amounts allowable by the JTR. All reimbursements will be retrospective, payable only upon presentation of a properly prepared invoice (as specified by the facility) to the COR. The Government reserves the right to require additional documentation, including memoranda from the contractor. The Federal Travel Regulations (FTR) and Joint Travel Regulations (JTR) shall serve as the guidelines for the cost limits for lodging, per diem, miscellaneous expenses and mileage reimbursement if use of privately owned vehicle is authorized. The contractor shall use discount hotel/motel and car rental practices. Per diem rates can be found on the World Wide Web at: <http://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. The costs for transportation, lodging, meals and incidental expenses incurred by the contractor CSPs are allowable subject to FAR 31.205-46 and FTR/JTR.

1.5.3. Although the FTR/JTR are not applicable to contractors, it may be used to determine the reasonableness and allow ability of reimbursable costs under this contract. All reimbursable costs shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum rates in effect at the time of travel as set forth in the FTR/JTR. There may be circumstances when the FTR/JTR authorizes a discretionary travel and transportation expense, but the contract remains silent. In such circumstances, the expense is not allowable under this contract and will not be reimbursed. The contractor shall not include profit and G&A overheads in their travel cost reimbursement.

#### 1.6. Information Assurance, Security, and Confidentiality.

1.6.1. The contractor shall safeguard information of a confidential or sensitive nature. The contractor shall safeguard, and not release without written consent of the Contracting Officer (KO), any service member or Government employee information. The contractor shall not disclose or cause to be disseminated any information concerning the operation of the MTF that could increase the possibility of a breach in security, or interrupt the continuity of operations or which breach the requirements of the Federal Privacy Act of 1974. All financial, statistical, personnel, and technical data furnished, produced, or otherwise available to the contractor during the performance of this contract are considered confidential business information and shall not be used for purposes other than performance of work under this contract. The contractor shall not release any of the above information without prior written consent of the KO, as applicable. The contractor shall not release Government information rendered pursuant to this contract as part of a study, research project, or publication. The contractor shall prepare forms, reports, and documents as required IAW established MTF regulations and guidelines.

1.6.2. The contractor shall store collected and/or analyzed data in an electronically, secure manner to prevent disclosure to unauthorized parties and for the purpose of making such data available by the Government as needed. The contractor shall not retain any copies, paper or electronic information once the work is completed.

1.6.3. The Government has unlimited rights to all documents/material produced under this contract. All documents and materials produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the KO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.7. Safety Requirements. The contractor shall comply with all applicable safety procedures and practices associated with any Government facilities where contract services are provided.

1.8. Physical Security. The contractor shall safeguard all Government equipment, information, and property available for contractor use.

1.9. Hours of Operation. The contractor shall provide services between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday (with specific times to be coordinated between the contractor and government), in the time zone where services or training are being conducted or received. This is expected to be primarily Eastern or Central Standard/Daylight time USA, but could be other time zones around the world as needed by the government. The contractor is not required to provide service on federal holidays or when the Government is unexpectedly closed due to emergencies, administrative actions, or similar government-directed closings.

1.10. Contractors in Government Work Place. CSPs shall identify themselves as contractor employees while performing their tasks in Government work areas. The CSPs shall wear a contractor furnished, visible identifying badge (name tag) in a prominent location, on the front of the outer clothing above the waist, while performing services under this contract. The name tag shall have the name of the contractor as well as the full name and professional title of the individual CSP. CSPs shall ensure that their presence or participation does not construe the appearance or impression as a Government employee.

1.10.1. CSPs providing training, attending meetings, and/or working in other situations, or providing services where their contractor status is not obvious to third parties (such as phone, internet, or other distance methods) are required to identify themselves as such to avoid creating an impression in the minds of members of the public, Government employees, or members of Congress that they are Government officials or employees.

#### 1.11. Access and Security Procedures

1.11.1. Access and general protection/security policy and procedures. This standard language is for contractor employees with an area of performance within DoD controlled installation, facility, or area. Contractor and all associated sub-contractor employees shall provide all information required for background checks to meet



installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, Headquarters, Department of the Army and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

1.11.2. Force Protection Condition (FPCON) impact on work levels. During FPCONs Charlie and Delta all services at DoD-controlled installations or facilities maybe discontinued; therefore these contract services will be suspended accordingly. The COR will notify the contractor when services will resume when the FPCON level is reduced to level Bravo or lower. This contract and its CSPs are not considered mission essential.

1.11.3. Unless otherwise specified, all financial, statistical, personnel and/or technical data which becomes available to the contractor during the performance of this contract are considered confidential business information and shall not be used for purposes other than performance of work under this contract, nor be released by the contractor without prior written consent of the KO and COR as outlined in paragraph 1.6.1

1.11.4. The contractor shall ensure that its CSPs entering government-controlled installations or facilities have in advance obtained access badges, passes or related equivalent documentation in accordance with facility regulations, so as not to delay the accomplishment of contracted services.

1.12. Post Award Conference/Periodic Progress Meetings: The contractor shall attend the post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, contracting officer's representative, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings, the contracting officer will apprise the contractor of how the Government views the contractor's performance and the contractor shall apprise the Government of issues/concerns, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues.

#### 1.13. POLICY FOR REPORTING INCIDENTS OF SEXUAL ASSAULT AND SEXUAL HARASSMENT UNDER THE SEXUAL HARASSMENT/ASSAULT RESPONSE AND PREVENTION PROGRAM (SHARP).

1.13.1. The contractor shall comply with OTSG/MEDCOM Policy Memo 13-062, Policy for Reporting Incidents of Sexual Assault and Sexual Harassment under the Sexual Assault Prevention and Response Program (SHARP), 12 Nov 2013 and with OTSG/MEDCOM Policy Memo 16-033, Sexual Harassment/Assault Response and Prevention (SHARP) Program 29 Mar 2016. The SHARP reporting requirements apply only to knowledge obtained by contractor personnel while performing services under this contract.

1.13.2. The contractor shall require all CSPs with knowledge of an incident of sexual assault occurring on a Government facility, to include a Government leased facility, where the contractor is providing services under this contract, to report the incident to the contractor who shall immediately (within 24 hours of gaining knowledge of the incident) report the incident in writing to the government's COR. This reporting policy also applies to sexual assault incidents involving MEDCOM personnel that occur on the contractor's owned or leased facility under this contract. All incidents shall be reported whether they involve contractor personnel or Government personnel, or other individuals, when the incidents occur on a Government facility or a Government leased facility.

1.13.3. The contractor shall require all CSPs with knowledge of an incident of sexual harassment occurring on a Government facility, to include a Government leased facility, where the contractor is providing services under this CPS, to report the incident to the contractor who shall immediately (within 24 hours of gaining knowledge of the incident) report the incident in writing to the government's COR. This reporting policy also applies to sexual harassment incidents involving MEDCOM personnel that occur on the contractor's owned or leased facility under this contract. All incidents shall be reported whether they involve contractor personnel or Government personnel, or other individuals, when the incidents occur on a Government facility or a Government leased facility.

1.14. Exclusion from Participation in Federal Health Care Programs (October 2015)

1.14.1. The contractor shall not employ or contract with any individual or entity (hereinafter collectively referred to as “person”) to provide items or services that will be included in invoices submitted to the Government under this contract if such person is listed on the Department of Health and Human Services (HHS) Office of the Inspector General (OIG) List of Excluded Individuals and Entities (LEIE) or the TRICARE Sanctioned Provider List. The Government is legally prohibited from paying for provision of items or services by such persons. The prohibition extends to services beyond direct patient care, such as services of persons in executive or leadership roles and administrative and management services, whether or not such services are billed separately. The LEIE may be found at <http://oig.hhs.gov/fraud/exclusions.asp>, and the TRICARE Sanctioned Provider list at <http://www.health.mil/Military-Health-Topics/Access-Cost-Quality-and-Safety/Quality-And-Safety-of-Healthcare/Program-Integrity/Sanctioned-Providers>. The LEIE and TRICARE Sanctioned Provider List are hereinafter collectively referred to as “the Lists.”

1.14.2. Prior to start of contract performance, the contractor shall (a) query the Lists to determine whether the name of any person the contractor employs or contracts with to provide services or items for which payment may be made under this contract appears on the Lists, and (b) certify to the KO that the contractor has queried the Lists and no such names appear on either of the Lists.

1.14.3. During performance of the contract, and prior to persons other than those whose names were queried in accordance with paragraph 2, above, (hereinafter “new persons”) providing services or items under the contract, the contractor shall (a) query the Lists as in paragraph 2, and (b) certify to the KO that the names of such new persons do not appear on either of the Lists.

1.14.4. The contractor is advised that during performance of the contract, Military Treatment Facility (MTF) personnel may perform a recurrent recheck of the names of contractor personnel working in the MTF against the Lists, as specified in OTSG/MEDCOM Policy Memo 15-037. The Government will notify the contractor in the event any contractor personnel working in the MTF appear on either of the Lists.

1.14.5. Should any person providing items or services under the contract appear on either of the Lists at any time during contract performance, the contractor shall (a) in cases where the contractor identified the person, notify the KO, and (b) promptly remove that person from the contract.

1.14.6. Violation of any aspect of the above paragraphs shall be considered a material breach of the contract and may result in termination of the contract.

1.14.7. The contractor is further advised that, in accordance with Civil Monetary Penalties Law [CMPL] (codified at 42 USC § 1320a-7a):

1.14.7.1. There are steep civil monetary penalties associated with billing the Government for providing items or services by a person on either of the Lists, and with failing to return to the Government any overpayments received for provision of such items or services.

1.14.7.2. Billing under the contract for provision of items or services by a person on either List may also result in exclusion of the person that employs or contracts with such person.

1.14.8. HHS OIG has issued a Special Advisory Bulletin on the Effect of Exclusion from Participation in Federal Health Care Programs with additional information on the CMPL. The Special Advisory Bulletin may be found at <http://oig.hhs.gov/exclusions/files/sab-05092013.pdf>.

## 2. DEFINITIONS AND ACRONYMS.

### 2.1. Definitions.

2.1.1 Contracting Officer (KO). A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The KO is the only individual who can legally bind the government.

2.1.2. Contracting Officer's Representative (COR). An individual designated and authorized in writing by the KO to perform specific technical or administrative functions. Only an employee of the US Government may be appointed as a COR. A COR does NOT have authority to change any terms or conditions of the contract or task order(s).

2.1.3. Contractor. The term as used in this contract refers to the prime.

2.1.4. Deliverable. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.5. Facilitators - bring about outcomes (as learning, productivity, or communication) by providing indirect or unobtrusive assistance or guidance.

2.1.6. Physical Security. Actions that prevent the loss or damage of Government property.

2.1.7. Quality Assurance. The various functions, including inspection, performed by the Government to determine whether a contractor has fulfilled the contract obligations pertaining to quality and quantity.

2.1.8. Quality Control. All necessary measures taken by the contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.9. Self-Awareness. The ability to identify thoughts, emotions and behaviors and identify patterns in thinking and behavior in particular counterproductive patterns.

2.1.10. Work Day. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.11. Work Week. Monday through Friday, unless specified otherwise.

## 2.2. Acronyms.

ALMS	Army Learning Management System
AMEDD	Army Medical Department
AOR	Area of Responsibility
AR	Army Regulation
AT	Antiterrorism
CFR	Code of Federal Regulations
CMPL	Civil Monetary Penalties Law
CONUS	Continental United States
COR	Contracting Officer's Representative
COTS	commercial off-the-shelf
CSP	Contract Service Provider
DA	Department of the Army
DHA	Defense Health Agency
DoD	Department of Defense
FAQS	Frequently Asked Questions
FOUO	For Official Use Only
FPCON	Force Protection Condition
FY	Fiscal Year
HHS	Health and Human Services
IAW	in accordance with
JTR	Joint Travel Regulation
KO	Contracting Officer
LEIE	List of Excluded Individuals and Entities
MEDCOM	US Army Medical Command

MTF	Military Treatment Facility
N/A	Not Applicable
NET	not earlier than
NLT	not later than
OCONUS	Outside the Continental United States
OD	Organizational Development
OIG	Office of the Inspector General
OPSEC	Operational Security
OTSG	Office of The Surgeon General, US Army
POP	Period of Performance
PWS	Performance Work Statement
QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Plan
SATECS	Self-Awareness Training, Executive Coaching and Supplies
SHARP	Sexual Harassment/Assault Response and Prevention
TODB	Team & Organizational Development Branch
TSG	The [Army] Surgeon General
US	United States
VTC	Video Teleconference

### 3. GOVERNMENT FURNISHED ITEMS AND SERVICES.

#### 3.1. Materials.

3.1.1. The Government will provide, NLT seven days after contract award, select regulations, policies, and other information necessary to incorporate specific terminology and examples. This information will support the customization of the COTS self-awareness model and supplies.

3.1.2. The Government will provide a course evaluation survey to be completed by each participant after the completion of all training sessions (see Exhibit B).

3.2. Facilities. The Government will provide required facilities for meetings, conferences, workshops, and training to be conducted by the contractor at location/s designated by the government. At the location/s, the Government will provide access to available office equipment such as local telephone access, projectors, seating, tables, microphone and other items necessary to accomplish the functions of the event. The Government will not provide computers or access to the Government computer network.

3.3. Utilities. At Government location/s where contract services are conducted by the contractor, the Government will provide all standard facility utilities such as electricity, water, etc., for the contractor's use in the performance of this PWS. The contractor shall ensure prudent utilities conservation practices, such as turning off lights when not in use, etc.

#### 3.4. SHARP Training

3.4.1. The contractor shall ensure all CSPs receive SHARP training NLT 60 calendar days after contractor personnel begin performance under this contract. Training can be obtained either online or in person. If contract individuals have an AKO account, they can access online the Team Bound Self Study course through Army Learning Management System (ALMS) at <http://www.atsc.army.mil/tadlp/delivery/alms.asp>, or download the SHARP Training presentation from the Army Training Network (ATN) at <https://atn.army.mil/getdoc/4addbddf-5f98-4c1a-a920-bc6dd0e695c5/sharp-training>.

4. **CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES.** The contractor shall furnish all materials, supplies, equipment, facilities, and services required to perform work under this contract, except as designated in paragraph 3 of this PWS.

5. **DESCRIPTION OF WORK.**

The contractor shall provide an enterprise-wide solution for workforce and leader self-awareness training, executive coaching, and supplies to include an applied self-awareness model focusing on beyond-behavior changes that influence interpersonal relationships, collaboration, and productivity. The major elements of this solution will include 1) a commercial off-the-shelf (COTS) self-awareness training program customization to include Army and DHA/AMEDD-centric terminology; 2) a train-the-trainer certification and trainer sustainability; 3) Senior Executive/Leader training for self-awareness courses; 4) telephonic coaching for senior leaders focused around leader self-awareness; 4) application consultation workshops for the implementation of the self-awareness program; and 5) self-awareness training supplies.

5.1. Train-the-trainer certification and trainer support. The contractor shall conduct workforce and leader train-the-trainer certification courses at dates and locations coordinated by the COR. In addition, the contractor shall provide ongoing trainer support through 1) monthly group trainer support sessions, 2) technical and product content support, and 3) knowledge management.

5.1.1. Train the trainer certification.

5.1.1.1. The contractor shall conduct workforce and leader train-the-trainer courses utilizing its COTS version of training (uncustomized) as needed to certify trainers until such time as the customized COTS is available for use. Upon successful completion of the workforce and/or leader train-the-trainer course, the vendor will recognize and designate those attendees as certified to present vendor workforce and/or leader self-awareness program courses to DHA, TRADOC, AMC, AFC audiences using materials provided IAW this contract.

5.1.1.2. The contractor shall generally conduct train-the-trainer courses at US military installations or Government locations in the continental United States (CONUS); however they may be conducted at US military installations or Government locations outside the continental United States (OCONUS). The minimum class size is 10 participants. The maximum class size is 30 participants. The Government will provide the number of planned attendees at least 15 calendar days prior to the scheduled start date of a training session. The Government will inform the contractor, as they become known, about any changes to the expected number of attendees.

5.1.1.3. The contractor shall maintain a current list of certified trainers. The contractor shall provide an updated list of certified trainers to the COR within seven calendar days of completion of each train-the trainer course, or upon request of the COR.

5.1.1.4. At the completion of each train-the trainer course, the contractor shall provide each participant a government-furnished course evaluation survey. These survey's shall be returned to a COR appointed POC at the location to collect and return to the COR NLT seven days after the completion of the training session.

5.1.2. Trainer Support. The contractor shall provide trainer support to include 1) monthly group trainer support sessions to all certified trainers, 2) technical and content product support and 3) knowledge management. Trainer support shall begin within 30 calendar days of Government personnel receiving their certification and shall continue for the duration of the contract. The contractor shall provide a trainer support monthly report to the COR NLT the fifth calendar day of each month. This report shall include 1) the list of personnel who participated in the monthly group trainer support session, and 2) minutes of the session. The contractor shall track monthly expenditures and incorporate into monthly trainer support report.

5.1.2.1. Monthly Group Trainer Support Sessions. The contractor shall conduct monthly support sessions for certified trainers as coordinated by the COR. These sessions may be in the form of teleconference and/or video teleconference. These sessions shall facilitate skill improvement, knowledge transfer, and questions-and-answer responses. If a certified trainer is unable to attend the monthly support session, the contractor shall recommend an

alternate method of transmitting the information to the COR for COR approval. Access to the alternate method shall be provided to the COR NLT seven days following the support session.

5.1.2.2. Technical and Content Product Support. It is expected that the majority of questions will be covered in the monthly sessions described in paragraph 5.1.2.1. However, the contractor shall be available during normal operating hours (see paragraph 1.11) for supplementary technical and content product support. Support may include customer questions specific to the delivery of the training material or questions regarding the application of the contractor's self-awareness model to a specific situation.

5.1.2.3. Knowledge Management. The contractor shall provide, to certified trainers, access to online forums, Frequently Asked Questions (FAQs), teleconferences, best practice working groups, video presentations, and other techniques. Access shall be sufficient to allow participation and collaboration by certified trainers.

5.1.3. COTS Customization. The contractor shall customize and update its COTS self-awareness model to incorporate terminology and examples (Narrative and/or video) that capture the culture and working environment of the organizations listed in paragraph 1, in accordance with the COR. The customized COTS shall support self-awareness training sessions.

5.1.3.1. Initial Customization. The contractor shall submit a detailed and comprehensive COTS customization plan to the COR for review NLT 30 days following contract award. This plan shall receive final review by the COR prior to beginning any customization work. The contractor shall complete its COTS customization, and make available the customized training material to the government NLT 180 days of contract award. The final customized material must receive final review and approval by the COR prior to distribution.

5.1.3.2. Updates. The contractor shall annually update its customized COTS model in accordance with commercial practice, to keep it current and relevant, and to keep the content and philosophies in line with other items commercially available from the contractor. Customized COTS updates shall also include new doctrine, terminology and examples as provided by the COR. The contractor shall notify the COR of such updates NLT 45 days in advance.

5.1.3.3. Any material customized for the execution of this contract shall be for the sole use of government and will include branding and packaging to differentiate the Customized material from the contractor's COT materials. Release of these materials will need written consent from the KO.

5.2. Senior Executive/Leader Training and Coaching. The contractor shall provide senior executive/Leader self-awareness training, telephonic executive coaching and on-site application consultation. The contractor shall prepare a customized training approach for senior executive training and submit it to the COR for review NLT seven calendar days prior to beginning training activities.

5.2.1. Senior Executive/Leader Self-Awareness Training. The contractor shall provide senior executive/Leader self-awareness training sessions on dates requested by the COR, but not earlier than (NET) 30 calendar days after being informed by the COR. The contractor shall provide the senior executive self-awareness training at a Government facility designated by the government. The minimum class size is 8 participants. The maximum class size is 45 participants. The Government will provide the number of planned attendees at least 15 calendar days prior to the scheduled start date of a training session. The Government will inform the contractor, as they become known, about any changes to the expected number of attendees. At the completion of each senior executive training session, the contractor shall provide each participant a government-furnished course evaluation survey and provide those collected responses to the COR NLT seven days after the completion of the training session.

5.2.2. Telephonic Executive Coaching. The contractor shall provide individual telephonic executive coaching, for up to six total hours over a six month period for each senior executive that completes the senior executive self-awareness training. The contractor shall provide additional resources including worksheets, publications, articles, and written exercises to support coaching activities. The contractor shall provide a monthly report to the COR, listing coaching participants, NLT the fifth day of each month, or as requested by the COR.

5.2.3. On-site Application Consultation. The contractor shall provide on-site application consultation work group sessions with select senior executives, their leaders and/or staff for the purpose of providing an advance level of application of the self-awareness strategies to business actions. The COR will schedule the on-site consultation work group sessions with the contractor as needed. Application consultation work group sessions shall be up to 8 hours per session at a Government designated facility. Groups will range in size, but will generally have at least 8 individuals and a maximum of 45 individuals. The contractor shall provide work group application sessions on date/s requested by the COR, but NET 30 calendar days after being informed by the COR.

5.2.4. Non-Disclosure Agreements. The Government will provide non-disclosure agreements to CSPs conducting or participating in senior executive training, coaching or consultation. CSPs shall sign the agreement prior to providing services.

### 5.3. Supplies.

5.3.1. Training Material. The contractor shall provide COTS training materials and supporting media products for the workforce and/ leader self-awareness training program until such time as the customized COTS training material for the workforce and leader self-awareness training program is made available. The contractor shall ship all training materials to the training site/organization as designated by the COR. The contractor provides a monthly delivery report listing materials ordered and shipping costs associated with orders no later than the fifth day of the month. Shipping costs will be reimbursed by the government. Media products shall be items such as, but not limited to, voice, audio, video, literature, website, virtual, mobile content, and other print or digital content IAW this PWS.

5.3.1.1. Aides. The contractor shall provide COTS-available job aides, memory aides, and similar items without any company markings. The contractor shall ship all items to the training site/organization as designated by the COR.

5.3.2. Updates. The contractor shall provide only the most current updated or refined version of any materials/items/products that are provided IAW this contract. Any updates that are done IAW this contract (e.g. train the trainer material) will need to be sent to the COR for approval.

5.3.3. Means of Delivery. The contractor shall accept delivery requests only from designated COR or ACOR via email or other methods. The contractor shall ship any material that cannot be delivered by digital means. The contractor shall ship materials to the training site/organization as designated by the COR for any train the trainer courses and/or other self-awareness material that is needed to accomplish the training. Shipping costs will be reimbursed by the government.

### 5.4. Deliverables Table.

PWS Reference	Deliverable	Initial Delivery	Subsequent Delivery	Method of Delivery
Paragraph 1.4.2	Contractor QCP	NLT 30 days after contract award	NLT 7 days after changes are made	As requested by the government
1.13.2	Sexual assault reporting	Within 24 hours of knowledge of incident	N/A	Emailed to COR
1.13.3	Sexual harassment reporting	Within 24 hours of knowledge of incident	N/A	Emailed to COR
1.14.2 - 1.14.5	Exclusion from Participation in Federal Health Care Programs - Query and Certification	Prior to start of contract	Recurrent check(s) during performance of the contract (at minimum, anniversary date of contract award)	Emailed to KO and COR



5.1.1.3	The contractor shall provide an updated list of certified trainers	NLT 7 days after completion of a training session	NLT 7 days after completion of a training session	Emailed to COR
5.1.1.4 and 5.2.1	Provide collected course evaluation surveys	NLT 7 days after completion of a training session	NLT 7 days after completion of a training session	As coordinated by the government
5.1.2	Trainer support monthly report, including participants and minutes	NLT the fifth day of the month	NLT the fifth day of the month	As requested by the government
5.1.2.1	Access to the alternate method to the Monthly Group Trainer Support information shall be provided	NLT 7 days after completion of the support session	NLT 7 days after completion of the support session	Emailed to COR
5.2	Provide customized training approach for senior executive / leader training	NLT 7 days prior to beginning training	N/A	As requested by the government
5.2.2	List of AMEDD personnel receiving executive coaching	NLT the fifth day of the month	NLT the fifth day of the month	As requested by the government
5.1.3.1	Detailed and comprehensive plan for AMEDD specific training products – COTS customization	NLT 30 days following contract award	Complete COTS customization NLT 180 days after following contract award	As requested by the government
5.1.3.1 and 5.1.3.2	The contractor provides AMEDD-specific training materials and other items for delivering organizational development services throughout AMEDD over the duration of this contract	NLT 180 days after following contract award; must be approved by the COR	N/A	As requested by the government
5.3.1	The contractor provides a monthly delivery report listing materials ordered and shipping costs associated with orders.	NLT the fifth day of the month	NLT the fifth day of the month	Emailed to COR and ACO

5.5. Contractor Manpower Reporting. The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the HRCO via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported NLT October 31 of each calendar year. Contractors may direct questions to the help desk at <http://www.ecmra.mil/>.

## 6. APPLICABLE REGULATIONS AND MANUALS.

### 6.1. Mandatory.

6.1.1. OTSG/MEDCOM Policy Memo 19-019 Sexual Harassment/Assault and Prevention Program (SHARP), 21 March 2019.

### 6.2. Advisory.



6.2.1. Army Regulation 600-20, Army Command Policy, 6 November 2014.

6.2.2. Army Doctrine Publication 6-22, Army Leadership, Change 1, 10 September 2012.

6.2.3. Army Doctrine Reference Publication 6-22, Army Leadership, Change 1, 10 September 2012.

6.2.3. Training Circular 6-22.6, Employee Engagement, 15 May 2017.

## 7. EXHIBITS AND ATTACHMENTS.

### 7.1. Exhibits.

7.1.1. Exhibit A: Performance Requirements Summary.

7.1.2. Exhibit B: A survey that will be used for the evaluation of the course provided by the participants.

7.1.3. Exhibit C: Non-Disclosure Agreement provided to the contractor prior to beginning performance.

7.1.4. Exhibit D: Historical Data.

### 7.2. Attachments.

7.2.1. Attachment 1 – Contractor Information Sheet.

7.2.2. Attachment 2 – Contractor Question and Answer Sheet.

7.2.3. Attachment 3 - Quality Assurance Surveillance Plan.

7.2.4. Attachment 4 – Sample Pricing Spreadsheet.

7.2.5. Attachment 5 – Supplier Self-Services (SUS) Instructions.

## EXHIBIT A

### PERFORMANCE REQUIREMENTS SUMMARY

Performance Objective/ Standard	PWS Reference	Acceptable Quality Level (AQL)	Method of Inspection	Incentive/ Disincentive
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Provide Train-the-Trainer Certification Courses.	5.1.1	<p>Provide qualified trainers to conduct train-the-trainer certification courses on dates and locations scheduled by the COR.</p> <p>Provide proper certification to 100% of participants upon successful completion of course.</p> <p>Provide each participant a government-furnished survey and provide 100% of collected responses to the COR NLT seven days after completion of training course.</p> <p>Validated customer complaints resulting from contractor action or inaction shall not exceed one per two training courses.</p>	100% Inspection; Periodic Inspection; and Validated Customer Complaints	Performance above or below the standard will be documented in CPARS.
Provide Trainer Support	5.1.2	<p>Provide timely trainer support to 90% of certified trainers within 30 calendar days of certification.</p> <p>Trainer support 90% available and accessible to certified trainers during normal operating hours.</p> <p>Validated customer complaints resulting from contractor action or inaction shall not exceed one per month for ongoing trainer support.</p>	90% Inspection; Periodic Inspection; and Validated Customer Complaints	Performance above or below the standard will be documented in CPARS.
Provide Customized COTS Self-Awareness Model and Updates	5.1.3	<p>Provide detailed and comprehensive COTS customization plan to the COR NLT 30 days following contract award.</p> <p>COTS customization 90% complete NLT 180 days following COR final review.</p> <p>Provide advance notification NLT 45 days to COR of customized COTS updates.</p> <p>Validated customer complaints resulting from contractor action or inaction shall not exceed one prior to COTS customization completion.</p>	90% Inspection and Validated Customer Complaints	Performance above or below the standard will be documented in CPARS.
Provide Senior Executive Training and Coaching	5.2	<p>Provide overall senior executive training approach and submit to COR for review NLT seven days prior to beginning senior executive training.</p> <p>Validated customer complaints resulting from contractor action or inaction shall not exceed one.</p>	90% Inspection and Validated Customer Complaints	Performance above or below the standard will be documented in CPARS.

Senior Executive Self-Awareness Training	5.2.1	<p>Provide qualified trainers to conduct senior executive self-awareness training sessions on dates and locations scheduled by the COR.</p> <p>Provide each participant a government-furnished survey and provide 90% of collected responses to the COR NLT seven days after completion of training course.</p> <p>Validated customer complaints resulting from contractor action or inaction shall not exceed one per two senior executive training sessions.</p>	90% Inspection and Validated Customer Complaints	Performance above or below the standard will be documented in CPARS.
Senior Executive Telephonic Executive Coaching	5.2.2	<p>Provide qualified coaches with proper resources to conduct individual telephonic senior executive coaching for each senior executive completing self-awareness training session.</p> <p>Validated customer complaints resulting from contractor action or inaction shall not exceed one per two senior executive telephonic executive coaching sessions.</p>	90% Inspection and Validated Customer Complaints	Performance above or below the standard will be documented in CPARS.
Senior Executive On-Site Application Consultation	5.2.3	<p>Provide qualified trainers to conduct on-site application consultation work group sessions with select senior executives on dates and locations scheduled by the COR.</p> <p>Validated customer complaints resulting from contractor action or inaction shall not exceed one per two senior executive on-site application consultation sessions.</p>	90% Inspection and Validated Customer Complaints	Performance above or below the standard will be documented in CPARS.
Supplies	5.3.	<p>Provide most current, updated versions of COTS (to include customized when available) training material and supporting media products to certified trainers as designated by the COR.</p> <p>Validated customer complaints resulting from contractor action or inaction shall not exceed one per five shipments of training materials.</p>	90% Inspection; Periodic Inspection; and Validated Customer Complaints	Performance above or below the standard will be documented in CPARS.

**EXHIBIT B**

## End of Course Feedback/Evaluation

Organization: \_\_\_\_\_ Date: \_\_\_\_\_  
Facilitator(s): \_\_\_\_\_ Military ☐ Civilian ☐ Supervisor? Yes ☐ No ☐

Course \_\_\_\_\_

Thank you for taking the time to attend this course.

To help us evaluate and improve the effectiveness of this course we would appreciate your feedback on the course content, materials and overall presentation of the course by completing the following survey.

1. Please rate each of the following statements: (please place an "X" in the box)

	Strongly Disagree	Disagree	Neither Agree or Disagree	Agree	Strongly Agree
a. The content/material was relevant for me.	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
b. The content/material was easy to understand.	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
c. As a result of this experience, I am more aware of my potential impact on others.	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
d. I believe there is an opportunity for me to apply the concepts I have learned in my current situation(s).	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
e. I believe this course could have a positive impact on my organization.	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
f. I would recommend this course to others.	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5

2. Based on your ratings above what additional feedback do you have?

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3. Please share with us, any other comments you may have about how we can improve this course.

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### EXHIBIT C

#### CONTRACTOR PERSONNEL NON-DISCLOSURE AGREEMENT

It is understood that as part of my obligations under Contract \_\_\_\_\_, I may come in contact with Government procurement sensitive information, proprietary business information from other contractors, or Government inside information. I, as a contractor employee, certify that I will not disclose, publish, divulge, or release, or make known, in any manner or to any extent, to any individual other than an authorized Government employee (e.g., contracting officer representative or contracting officer) the content of any such information provided during the course of my contract performance. I understand that for the purpose of this agreement, any such information is to include procurement data, contract information, plans, strategies, and any other information that may be protected from public disclosure.

I further certify that I will use such information only for official purposes in the performance of Contract \_\_\_\_\_ and will disclose such information only to those individuals who have a specific need to know in performance of their official Government duties. I hereby agree not to disclose to others any such information, including, but not limited to, proprietary information, trade secrets, and financial data, Government inside information, and procurement sensitive information which has been or will be presented to me by the Contracting Officer or other Government Official. I agree that the described information is "inside information" and shall not be used for private gain by myself or another person, particularly one with whom I have family, business, or financial

ties. For the purposes of this agreement, “inside information” means information obtained under Government authority which has not become part of the body of public information. I specifically will not disclose any such information to individuals of my company or any other contractor personnel who have not signed this agreement. I will take all reasonable precautions to prevent the unauthorized disclosure and use of such information.

I hereby certify that I have read the non-disclosure agreement described above and I am familiar with the directives and policies governing the disclosure of protected information. I will fully and completely observe these directives and will not disclose such information to any unauthorized person, or use any information obtained for private use or gain at any time, including subsequent to the performance of my obligations under Contract \_\_\_\_\_.

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

EXHIBIT D  
HISTORICAL DATA

Text of this exhibit is included as a separate attachment

ATTACHMENT 1  
**See separate attached document**  
**Attachment 1 – Contractor Information Sheet**

ATTACHMENT 2  
**See separate attached document**  
**Attachment 2 – Contractor Questions Template**

ATTACHMENT 3  
Attachment 3 – Quality Assurance Surveillance Plan  
See separate attached document

ATTACHMENT 4  
Attachment 4: Sample Pricing Sheet  
See separate attached file.

ATTACHMENT 5  
Attachment 5: Supplier Self-Services Instructions

See separate attached file.

## CLAUSES INCORPORATED BY FULL TEXT

### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2018)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

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

(1) The solicitation number;

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

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

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

(5) Terms of any express warranty;

(6) Price and any discount terms;

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

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

(9) Acknowledgment of Solicitation Amendments;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for

quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

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

(j) Unique entity identifier. (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) Reserved.

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

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



- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### ADDENDUM TO 52.212-1

In the following paragraphs, pursuant to FAR Subpart 12.302(a), FAR Provision 52.212-1, and Instructions to Offerors – Commercial Items, is tailored. The basic provision paragraphs (a), (f), and (h) – (k) of FAR Addendum 52.212-1 are not replaced. The basic provision paragraph (e) is deleted for this solicitation. The following paragraphs of specific instructions to offerors for this solicitation replace the basic provision paragraphs (b) through (d), (g), and (l).

#### 1. General Instructions.

- a. This addendum prescribes the format for proposals and describes the approach for the development and presentation of proposal data. The offeror's proposal shall include all data and information requested herein and shall be submitted in accordance with these instructions. Offerors are required to submit all documentation / information detailed herein, including terms and conditions, representations and certifications, and technical requirements. Failure to submit all required documentation/information may result in a proposal being ineligible for award. In submitting a proposal, offerors are agreeing to the terms and conditions as written in the entire solicitation.
- b. These instructions are designed to ensure the submission of information essential to the understanding and comprehensive evaluation of proposals. The instructions permit the inclusion of any additional data or information an offeror deems pertinent within the stated page limitations. Offerors are cautioned to follow the detailed instructions fully and carefully, as the government reserves the right to make an award based on initial proposals received, without discussion of such proposals. However, if deemed necessary, and at its sole discretion, the Government may request additional information from the offerors.
- c. All required elements of the Request for Proposal (RFP) shall be submitted by the offeror with their proposal no later than the date/time shown in block 8 of the Standard Form (SF) 1449, Solicitation/Contract/Order for Commercial Items. The proposal shall be submitted to the address identified in block 9 of the SF 1449, Solicitation/Contract Order for Commercial Items. Facsimile offers are unacceptable. Any offeror that submits an offer that is incomplete, does not comply with requirements stated in the PWS, or otherwise does not conform to the requirements specified herein may result in the offeror being removed from consideration for award.
- d. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal shall not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale methods, processes and procedures to address how the offeror intends to meet these requirements. Offerors shall assume the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the offeror's proposal. Any proposal that modifies or fails to conform to the essential requirements or specifications of the RFP may cause the proposal to be judged unacceptable resulting in the offer being removed from consideration for award. Any aspect of the proposal judged to be unacceptable may render the entire proposal unacceptable. If the proposal is determined to

be unacceptable, upon completion of proposal evaluations the offeror will be notified promptly of the basis of the determination.

e. In accordance with FAR Subpart 4.8, Government Contract Files, the Government will retain one copy of all unsuccessful proposals. Unless the offeror requests otherwise, the Government will destroy extra copies of such unsuccessful proposals.

f. Period for acceptance of offers. The offeror shall provide a statement that the offeror's proposal and prices will remain in effect for 120 days after solicitation closing date.

g. Product samples. Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired.

h. Questions, Clarifications, or Discrepancies. Address all questions, clarifications, or concerns regarding this solicitation in writing to the attention of Ms. Yvonne Camarce, Contracting Officer (KO), via e-mail at yvonne.y.camarce.civ@mail.mil and the Contract Specialist, Mr. Matthew Robey at matthew.t.robey.civ@mail.mil referencing solicitation number W81K04-20-R-0019. Contractors must submit questions in a Government provided format (see contractor question template, Attachment 1) via email no later than 5 days from release of RFP. In the event of solicitation discrepancies (e.g., errors, omissions, or points otherwise unclear or unsound), offerors shall immediately notify the KO in writing with supporting rationale. Be advised that all correspondence sent via e-mail shall contain a subject line that reads "W81K04-20-R-0019, Self-Awareness Training". Note that e-mail filters at Fort Sam Houston are designed to filter e-mails without subject lines or with suspicious subject lines or contents \*e.g., .exe or .zip files); therefore, if this subject line is not included the e-mail may not get through the e-mail filters. Also be advised that .zip or .exe files are not allowable attachments and may be deleted by the e-mail filters at Fort Sam Houston. If sending packages via e-mail, ensure only .pdf, .doc, or .xls documents are sent. The e-mail filter may delete any other form of attachments. Address all questions or concerns the offeror may have to the KO and KS.

i. Debriefings. The KO will promptly notify unsuccessful offerors in accordance with procedures outlined in FAR Subpart 15.5, Preaward, Award, and Postaward Notifications, Protests, and Mistakes. Unsuccessful offerors may request and receive a debriefing in accordance with FAR Subpart 15.5.

j. Electronic Offers. The offeror shall submit Volumes I through IV in electronic format on read-only CD-R CDs with an indication on each CD of the volume number and title. Use separate files to permit rapid location of all portions, including factors, supplements, exhibits, annexes, and attachments, if any. Each volume shall be on a separate CD. If files are compressed, the necessary decompression program must be included. The offeror's CDs shall be virus free. The electronic versions of the proposal shall be submitted in a format readable by, at a minimum, Microsoft (MS) Office Word 2007, MS Office Excel 2007, MS Office Project 2007, and MS Office Power Point 2007, as applicable. Attachment 4, Sample Price Spreadsheet, shall be submitted as an Excel file. The government will accept .pdf files for the electronic version.

k. Organization/Number of Copies/Page Limits. The offeror shall prepare the proposal as set forth in the Proposal Organization Table (Table 6 below). The titles and contents of the volumes shall be as defined in this table, shall be within the required page limits and with the number of copies as specified. The contents of each proposal volume are described in the Instructions to Offerors (ITO) paragraph as noted in the table below.

Table 6 - Proposal Organization

Volume	ITO Paragraph Number	Volume Title	Copies	Page Limit
I	2(a)	Administrative	1 Un-sanitized	10*
Section A	2.a.(1)	Completed/signed SF1449		
Section B	2.a.(2)	Acknowledged/signed amendments		**See Below

Section C	2.a.(3)	Completed Provisions		**See Below
Section D	2.a.(4)	Statement of Offerors		
Section E	2.a.(5)	Responsibility Determination		
Section F	2.a.(6)	Contractor Team Arrangement (if applicable)		
Section G	2.a.(7)	Contractor Information Sheet		
II	2. c.	Factor 1 - Technical Approach	1 Un-sanitized 1 Sanitized	55***
Section A	2.c.(6)(a)	General Requirements, PWS Section 1		25
Supplement A-1	2.c.(6)(a)	Sample Quality Control Plan		**See Below
Section B	2.c.(6)(b)	Government Furnished Items and Services, PWS Section 3, and; Contractor-Furnished Supplies/Property Requirement, PWS Section 4		5
Supplement B-1	2.c.(6)(b)	Sample COTS and Customized COTS Supply List		**See Below
Section C	2.c.(6)(c)	Specific Task Requirements, PWS Section 5		25
Supplement C-1	2.b.(6)(c)	Commercial Off The Shelf (COTS) Self-Awareness Training Program (Uncustomized)		**See Below
Supplement C-2	2.b.(6)(c)	Sample Senior Executive Coaching Approach (Customized)		**See Below
II!	2.b.	Factor 2–Past Performance	1 Un-sanitized	No Limit
IV	2.d.	Factor 3 – Price	1 Un-sanitized	No Limit

\*10 Page limitation for Volume I, Administrative includes completed/signed SF 1449, statements of offerors, contractor team arrangement (if applicable) and contractor information sheet.

\*\*Page limitations are exclusive of acknowledged/signed amendments, completed provisions, supplemental sample quality control plan, supplemental sample COTS and Customized COTS Supply List, supplemental COTS Self-Awareness Training Program, supplemental sample Senior Executive Coaching Approach, and legible tables, charts, graphs, and figures (see 1.m. below).

\*\*\*55 page limitation for Volume III, Factor 2 - Technical Approach includes: General Requirements, PWS Section 1 (25 pages), Contractor-Furnished Supplies/Property Requirements, PWS Section 4 (five pages), and Specific Task Requirements, PWS Section 5 (25 pages).

l. Page Limitations. Page limitations shall be treated as maximums. Pages in excess of the above limitations will be removed and disregarded during the evaluation. When both sides of a sheet display printed material, it shall be counted as two pages. Each page shall be counted except the following: Covers, tab dividers, title pages, glossaries, and table of contents/file index. Also, page limits are not applicable to legible tables, charts, graphs and figures used wherever practical to depict organizations, implementation schedules, plans, etc.

m. Page Size and Format.

(1) Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. Except for the reproduced sections of the solicitation document, the text shall be New Times Roman and shall be no less than font size 12. Use at least one inch margins on all four sides of the printed page. Pages shall be numbered sequentially by volume.

(2) Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, implementation schedules, plans, etc. These displays shall be uncomplicated, legible, and shall not exceed 11 by 17 inches in size. Legible is no less than 10pt font for tables, charts, graphics and figures. Legible tables, charts, graphs, and figures that depict organizations, schedules, plans, etc. should be presented on a separate page to ensure they are not included in page count.

(3) “Sanitized” means to exclude information that pertains to the Offeror. This information excludes any information that would identify the company (i.e., name, address, telephone numbers, employees’ names, etc.). Any information provided shall allow the Offeror to be anonymous.

(4) “Un-sanitized” means to include information that pertains to the Offeror.

## 2. Proposal Content.

a. Volume I. – Administrative. Offerors shall submit one virus-free un-sanitized version of the administrative proposal.

i. Offerors shall include a copy of the completed SF 1449, with an original signature of a corporate officer authorized to negotiate for the company. Include proposed discount terms in Block 12 and the name of the company, address, phone and fax numbers in Block 17a.

ii. Offerors shall include acknowledged and original signed copies of amendments to the solicitation, if applicable.

iii. Offerors shall include the following COMPLETED provisions: FAR 52.209-2; FAR 52.209-7; FAR 52.209-11; FAR 52.212-3; FAR 52.222-25; FAR 52.204-24; and DFARS 252.247-7022.

iv. Statements of Offeror. Offerors shall include a statement that the offeror and all subcontractors shall be in compliance with the Service Contract Labor Standards (SCLS). For certain labor categories, the FAR Clause 52.222-42, Statement of Equivalent Rates for Federal Hires, provides the Government's assessment of the corresponding titles and occupational codes from the SCA Directory of Occupations. The minimum qualification requirements set forth in the PWS allow the Offeror to propose either SCA or non-SCA covered personnel for certain labor categories. The Government is not making a predetermination of whether or not a particular labor category is SCLS; or, if covered, which category from the Directory of Occupations applies. It is the responsibility of the offeror and the subsequent contract awardee to comply with the SCA.

For applicable SCA personnel, as the place of performance of a contract for services subject to the Act is unknown at the time of this solicitation, the solicitation does not initially contain wage determinations. The contracting agency, upon identification of firms participating in the procurement in response to an initial solicitation, shall obtain a wage determination for each location where the work may be performed as indicated by participating firms. An applicable wage determination must be obtained for each firm participating in the bidding for the location in which it would perform the contract. The appropriate wage determination shall be incorporated in the resultant contract documents and shall be applicable to all work performed hereunder (regardless of whether the successful contractor subsequently changes the place(s) of contract performance).

Offeror shall also include a statement of the offeror’s appointed individual to make contractual decisions, and include the offeror’s CAGE code, Dun & Bradstreet (DUNS) Number, and Tax ID number, along with an email address, telephone and facsimile (FAX) number.

v. Responsibility Determination. To assist in determining Offeror/Contractor responsibility IAW FAR Part 9, the Offeror shall explain how they plan to have or obtain adequate financial resources to support any awarded contract and resultant task orders/delivery orders (TOs/DOs). If the Offeror intends to rely on internally available working/operation capital, evidence of availability must be submitted. If the Offeror plans to rely on financial support from other sources, evidence of availability and the maximum lines of credit that may be available must be

identified and must be based upon the inclusion of this contract effort. Evidence of external funding must be provided in the form of a dated letter from the external source. Documentation to support the amounts must also be included.

Offerors who are a small business and fail to provide sufficient information for the Government to make an affirmative responsibility determination may be referred to the Small Business Administration (SBA) for Certificate of Competency. To be eligible for award of a contract, the offeror must receive an affirmative responsibility determination or a Certificate of Competency issued by the SBA.

vi. Contractor Team Arrangements. Offerors may propose under this solicitation through a contractor team arrangement as defined in FAR Subpart 9.601. As such, a contractor team arrangement means an arrangement in which:

- (a) Two or more companies form a partnership or joint venture to act as a potential prime contractor; or
- (b) A potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program. A major subcontractor is defined as a subcontractor performing more than 25% of the contract effort.
- (c) Offerors proposing a contractor team arrangement shall include a statement that fully discloses the contractor team arrangement and company relationships pursuant to FAR Subpart 9.603, Policy.

vii. Contractor Information Sheet. Offerors are required to complete the Contractor Information Sheet (Attachment 2). The information must be completed for the prime and for any subcontractor performing at least 25% of the work.

b. Volume II, Factor 1 - Technical Approach. Offerors shall submit one (1) virus-free sanitized version and one (1) virus-free unsanitized version of the technical proposal.

(1) The offeror shall sanitize one (1) virus-free version by excluding any information that would identify their company (i.e., name, address, telephone numbers, employees' names, etc.). The sanitized Volume II proposal shall contain the Offeror's Commercial and Government Entity (CAGE) code on the top right corner of each page of each copy for identification purposes. If the offeror does not have a CAGE code for any reason at the time proposals are due, a five (5) character, alphanumeric, code created by the offeror shall be used. The codes used shall be identified in the Administrative section of the proposal.

(2) Volume II shall be organized according to the following outline. The intent of this outline is to give the offeror a general format to facilitate a timely evaluation by the government.

Factor 1 - Technical Approach	
Section A	General Requirements, PWS Section 1
Supplement A-1	Sample Quality Control Plan
Section B	Government Furnished Items and Services, PWS Section 3, and; Contractor-Furnished Supplies/Property Requirement, PWS Section 4
Supplement B-1	Sample COTS and Customized COTS Supply List
Section C	Specific Task Requirements, PWS Section 5
Supplement C-1	Commercial Off The Shelf (COTS) Self-Awareness Training Program (Uncustomized)

Supplement C-2	Sample Senior Executive Coaching Approach (Customized)
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(3) All technical proposal information shall be confined to the appropriate volume and section. For example, only information included in the section labeled "Section A - General Requirements, PWS Section 1" will be evaluated for General Requirements, PWS Section 1. If General Requirements, PWS Section 1 information is included elsewhere in the proposal (e.g., different volume or section), it will not be evaluated as part of the Section A - General Requirements, PWS Section 1. The government will not adapt their evaluation to comply with an offeror's proposal submission or otherwise go in search of information that an offeror omitted or failed adequately to present. The offeror shall clearly mark any proprietary information as such.

(4) The technical proposal (Volume II) shall not make reference to price data. The technical proposal will be evaluated strictly on technical approach.

(5) As the technical proposal will primarily describe how your company clearly meets the minimum solicitation requirements, it shall be specific and complete in every detail. A positive statement to the effect that you will accomplish all requirements per the solicitation is not acceptable. The technical proposal shall not merely offer to perform work in accordance with the solicitation but shall outline the actual methods proposed as specifically as possible. It is the offeror's responsibility to ensure the completeness of the technical proposal; hence, the government technical review team will evaluate on the basis of the information provided in the technical proposal. The government will not assume that an offeror understands, complies, or clearly meets the minimum solicitation requirements unless described and specified in the technical proposal. All requirements specified in the solicitation are mandatory.

(6) Factor 1 - Technical Approach. The technical approach shall clearly demonstrate how the offeror intends to meet the minimum solicitation requirements. The offeror shall provide a technical approach of how it intends to meet the general requirements (PWS Section 1); the government-furnished and contractor-furnished supplies/property requirements (PWS Sections 3 and 4); and, the specific task requirements (PWS Section 5) for the performance of self-awareness training, executive coaching, and related supplies. In addition to the technical approach, the offeror shall submit supplements as supporting documents to the technical approach.

(a) Section A - General Requirements (PWS Section 1). The offeror shall provide specific narrative details and/or descriptions of its technical approach with actual methods, processes, and procedures that demonstrate the offeror's compliance and understanding of general requirements (PWS Section 1). The technical approach shall clearly demonstrate how the offeror intends to meet each of the general requirements in PWS Section 1. In addition, the offeror shall submit the Supplement A-1, Sample Quality Control Plan. The offeror shall provide a realistic, sample Quality Control Plan (QCP) that includes specific quality control procedures or methods that demonstrates the offeror's compliance and understanding of the quality control requirements (PWS 1.4), PWS Exhibit A - Performance Requirements Summary (PRS), and PWS Attachment 1 - Quality Assurance Surveillance Plan (QASP), the sample QCP shall be sufficiently comprehensive as to demonstrate intensive knowledge of quality control procedures.

(b) Section B –Government Furnished Items and Services and Contractor-Furnished Supplies/Property Requirements (PWS Sections 3 and 4). The offeror shall provide specific narrative details and/or descriptions of its technical approach with actual methods, processes, and procedures that demonstrate the offeror's compliance and understanding of government furnished items and services and contractor-furnished supplies/property requirements (PWS Sections 3 and 4). The technical approach shall clearly demonstrate how the offeror intends to meet each of the government furnished items and services and contractor-furnished supplies/property requirements in PWS Sections 3 and 4. In addition, the offeror shall submit Supplement B-1, Sample COTS and Customized COTS Supply List, to support the offeror's technical approach for government furnished items and services and contractor-furnished supplies/property requirements (PWS Sections 3 and 4). The offeror shall provide a realistic, sample supply list that demonstrates the offeror's compliance and understanding of the solicitation. As a minimum, the offeror shall include a list of proposed supplies and materials sufficient in detail (e.g., quantities, product/brand names, etc.) to demonstrate compliance and understanding of the solicitation requirements in PWS Sections 3 and 4.

(c) Section C - Specific Task Requirements (PWS Section 5). The offeror shall provide specific narrative details and/or descriptions of its technical approach with actual methods, processes, and procedures that demonstrate the offeror's compliance and understanding of specific task requirements (PWS Section 5). The technical approach shall clearly demonstrate how the offeror intends to meet each of the specific task requirements in PWS Section 5. The offeror shall submit the following supplements to support the offeror's technical approach for specific task requirements (PWS Section 5):

(i) Supplement C-1, Commercial Off The Shelf (COTS) Self-Awareness Training Program (Uncustomized). The offeror shall provide a COTS Self-Awareness Training Program that demonstrates the offeror's compliance and understanding of the specific tasks requirements (PWS Section 5). The COTS Self-Awareness Training Program shall be sufficiently comprehensive as to demonstrate intensive knowledge of an applied self-awareness model focusing on beyond-behavior changes that influence interpersonal relationships, collaboration, and productivity.

(ii) Supplement C-2, Sample Senior Executive Coaching Approach (customized). The offeror shall provide a realistic sample Senior Executive Coaching approach customized to demonstrate an intensive knowledge of an applied self-awareness model focusing on beyond-behavior changes that influence interpersonal relationships, collaboration, and productivity as it relates to senior executive coaching.

c. Volume III, Factor 2 – Past Performance. Offerors shall submit one (1) virus- unsanitized version.

(1) The offeror shall submit past performance information for up to three (3) contracts the offeror considers recent (within the last three years) and relevant in demonstrating satisfactory past performance. The word "contract" is defined as a single contract or a single TO/DO on an Indefinite Delivery/Indefinite Quantity (IDIQ) contract. The word "contract", as defined herein, does not mean basic IDIQ contract, for the purpose of past performance submissions under this solicitation. If an offeror submits more than three (3) contracts, the Government will evaluate only the first three (3) listed contracts. The three contracts may include efforts performed by the prime and any major subcontractor(s) projected to perform on any resultant contract. Only those subcontractors that meet the definition of a major subcontractor, as defined as performing more than 25% of any resultant contract arising from this solicitation, will be used in the offeror's past and/or current performance assessment. This volume shall be organized into the following sections:

(a) Section 1 - Contract Descriptions. This section shall include the following information in the following format.

(i) Contractor/Subcontractor place of performance, CAGE Code and DUNS Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, e-mail address, and telephone and fax numbers).

(ii) Government contracting activity, and current address, Contracting Officer's name, e-mail address, telephone and fax numbers.

(iii) Government's technical representative/CCR and current email address, telephone and fax numbers.

(iv) Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include TO/DO Numbers.

(v) Contract Type (specific type such as Fixed-Price (FP), Cost Reimbursement (CR), Time & Material (T&M), etc.). In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc.).

(vi) Awarded price/cost.

(vii) Final or projected final price/cost.

(viii) Original delivery schedule, including dates of start and completion or work.

(b) Section 2 – Present and Past Performance. Offerors shall provide a specific narrative explanation of each contract listed in Section 1, Contract Descriptions, describing the objectives achieved and detailing how the effort is relevant to the requirement of this RFP. For any contracts that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. The offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination. Past and/or current performance information may include data on efforts performed by other divisions, corporate management, and critical subcontractors or teaming arrangements, if such performance is recent and relevant to the requirements of the solicitation. If a contractor teaming arrangement is contemplated, provide complete information as to the arrangement, including any relevant and recent past performance information on teaming arrangements with the same partner.

(c) Present and past performance shall meet the recency and relevancy definitions stated in the Addendum to FAR Provision 52.212-2, paragraphs A.5.e. and A.5.f. of the solicitation.

(d) Absent any recent and relevant past performance history or when the performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned, the offeror will be assigned a "neutral confidence rating" and its proposal will not be evaluated either favorably or unfavorably on past performance.

d. Volume IV, Factor 3 - Price. Offerors shall submit one (1) virus-free, unsanitized CD-R.

(1) Pricing information shall be addressed ONLY in Volume IV. A proposal will not be evaluated if it contains pricing information outside of Volume IV.

(2) The offeror shall submit their unit prices up to two (2) decimal places (example: \$158.03). All dollar amounts provided in response to these instructions shall be stated in United States (U.S.) currency.

(3) An offeror's total proposed price includes the sum of all prices (based on maximum quantities) for all CLINs for the three-year ordering period. This is an estimate for pricing purposes only and is NOT a guarantee of the quantities.

(4) Offerors are to enter their pricing information in the green areas of the Sample Price Spreadsheet (attachment 4). The sample price spreadsheet will calculate the total. The offeror shall verify the accuracy of its prices.

(a) CLIN 0001, Train-the-Trainer Certification and Support. Offerors shall enter their unit pricing. This is a Firm Fixed Price (FFP) CLIN and is inclusive of materials needed for certification and support.

(b) CLIN 0002, Commercial Off the Shelf Customization. Offerors shall enter their unit pricing. This is a Firm Fixed Price (FFP) CLIN.

(c) CLIN 0003, Senior Executive Training and Coaching. Offerors shall enter their unit pricing. This is a Firm Fixed Price (FFP) CLIN and is inclusive of materials needed for training and coaching.

(d) CLIN 0004, Supplies. Offerors shall enter their unit pricing. This is a Firm Fixed Price (FFP) CLIN.

(e) CLIN 0005, Travel. The Government has established a travel amount per fiscal year. Offerors shall not change the dollar amounts. This is a Cost Reimbursable CLIN and the contract holder will be reimbursed in accordance with the Joint Travel Regulations.

(f) CLIN 0006, Shipping. The Government has established a shipping amount per fiscal year. Offerors shall not change the dollar amounts. This is a Cost Reimbursable CLIN and the contract holder will be reimbursed for shipping.



(g) CLIN 0007, Post Award Conference. The Post Award Conference is set by the Government and meets the minimum guaranteed. This is inclusive of all costs (travel, man-hours, etc.) for the Post Award Conference. Offerors shall not change the dollar amount.

(h) CLIN 0008, Contractor Manpower Reporting (CMR). Offerors shall not provide separate pricing for annual CMR requirements. CMR appears as Not Separately Priced "NSP" in Schedule B.

(5) The Contracting Officer has determined there is a high probability of adequate competition on this acquisition. Upon examination of the initial proposals, the Contracting Officer will review this determination and if in the Contracting Officer's opinion, adequate competition exists no additional price information will be requested. However, if at any time during this competition the Contracting Officer determines that adequate competition no longer exists; offerors may be required to submit information to the extent necessary for the contracting officer to determine the reasonableness of price.

### 3. Discussions.

a. General Information. In accordance with FAR Subpart 15.306(d), discussion sessions with each offeror may be held.

b. Discussion Scheduling. If discussions are conducted, the Contracting Officer will schedule the discussion sessions, and each offeror will be notified of the time and place at least three (3) business days prior to their discussion session. The Contracting Officer will provide additional instructions with the notification. The discussion sessions will take place at a facility of the Government's choosing in the Fort Sam Houston, TX area.

c. Discussion will be highly recommended for this source selection. The primary objective of discussions will be to maximize the Government's ability to obtain beset value, based on the requirement and the evaluation factors set forth in the solicitation.

d. If discussions are conducted, the Contracting Officer will establish a competitive range based on the ratings of each proposal against all evaluation criteria (see FAR 15.306(c)). The establishment of the competitive range will be formally documented by the Government in a competitive range determination. The Contracting Officer will only enter discussions, to include discussions to determine technical acceptability, with those offerors determined to be in the competitive range. If discussions are necessary to establish technical acceptability, the Contracting Officer may conduct discussions with offerors whose proposal(s) are determined to be reasonably capable of being corrected without a major rewrite of the proposal.

e. If discussions are deemed necessary, the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. In this event, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

f. Discussions will be tailored to each offeror's proposal and will be conducted by the Contracting Officer with every offeror within the competitive range. The scope and extent of discussions will be a matter of Contracting Officer's judgment. As a minimum, during discussions, the Contracting Officer will indicate to, or discuss with, each offeror in the competitive range the following: (a) significant weaknesses, and (b) any deficiencies that were identified during the evaluation. This will be accomplished through the release of Evaluation Notices (ENs). ENs will be prepared by the source selection evaluation board and reviewed by the Contracting Officer and Legal Counsel. All ENs will clearly indicate the type of exchange being conducted (e.g. clarification, communication, etc). Any EN addressing a proposal deficiency or significant weakness will clearly indicate that a deficiency/significant weakness exists. The Contracting Officer will be encouraged to discuss other aspects of the offeror's proposal that could in the opinion of the Contracting Officer be altered or explained to enhance materially the proposal's potential for award. However, the Contracting Officer will not be required to discuss every area where the proposal could be improved as outlined at FAR 15.306(d) and (e). All discussions will be documented in writing.

## CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.209-12	Certification Regarding Tax Matters	FEB 2016
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	MAR 2015
52.223-1	Biobased Product Certification	MAY 2012
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	AUG 2018
52.237-1	Site Visit	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

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

Covered telecommunications equipment or services, Critical technology, and Substantial or essential component have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing--

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

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

(c) Representation. The Offeror represents that--

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

(d) Disclosures. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer--

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

(End of provision)

#### 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-- REPRESENTATION (NOV 2015)

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

(End of provision)

#### 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

- (1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

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

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

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

authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(b) The Offeror represents that--

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

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

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery Indefinite Quantity contract resulting from this solicitation.

(End of provision)

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

The offeror represents that

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

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

(End of provision)

#### 52.222-49 SERVICE CONTRACT LABOR STANDARDS--PLACE OF PERFORMANCE UNKNOWN (MAY 2014)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following; offerors' personnel primary location(s). The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by the proposal due date and time. If the wage determination is applicable, the offeror's proposal shall be inclusive of the appropriate wages based off of the appropriate wage determination(s).

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Health Readiness Contracting Office, 2199 Storage Street, Suite 68 Fort Sam Houston, TX 78234-5074.

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

(End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

(End of provision)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

#### 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)

#### 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

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

Controlled technical information, covered contractor information system, covered defense information, cyber incident, information system, and technical information are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012 shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2))--

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

#### 252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

(End of provision)

#### 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (JUN 2019)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause.

(End of provision)

#### 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

See Local Clause Addendum to 52.212-2

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

#### ADDENDUM TO 52.212-2

##### **A. BASIS FOR AWARD (Addendum to FAR 52.212-2).**

1. Basis of Award. The award will be made based on the best overall (i.e., best value) proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the three (3) evaluation factors: Technical Approach, Present and Past Performance and Price. To receive consideration for



award, a rating of no less than “Acceptable” must be achieved for the Technical Approach factor, and a rating of no less than “Satisfactory Confidence” or “Neutral Confidence” must be achieved for the Past Performance factor. The price factor will be evaluated to establish reasonableness of the otherwise successful offeror’s price, but will not receive an evaluation rating. Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

The following evaluation factors will be set forth in the solicitation:

Factor 1: Technical Approach.

Factor 2: Present and Past Performance.

Factor 3: Price.

2. Tradeoff Source Selection. A tradeoff source selection approach will be used in evaluation of proposals. In a tradeoff source selection, the relative importance of cost or price may vary in relation to other evaluation factors as communicated by the Government to potential offerors in the solicitation per FAR Subpart 15.304(d) and (e). For this solicitation, the Technical Approach factor is more important than the Present and Past Performance factor, which is more important than the Price factor. The Technical Approach factor and the Present and Past Performance factor, when combined, are significantly more important than the Price factor. Offerors are cautioned that the awards may not necessarily be made to the lowest-priced offers.

3. Evaluation Approach. Each proposal received will be evaluated with the criteria outlined in the solicitation for the purpose of assessing the proposal and the offeror’s ability to perform the prospective contract successfully. Technical factors will be assigned an adjectival rating using the combined technical/risk ratings from the DoD Source Selection Procedures dated 31 March 2016. The Present and Past Performance factor, on the basis of “recent” past performance information, will be assigned a relevancy rating and a performance confidence assessment. The Price factor will be evaluated to establish reasonableness of the otherwise successful offeror’s price and will not receive an evaluation rating.

All proposals shall be subject to evaluation by the Source Selection Team. The overarching evaluation approach for all factors is as follows:

a. Adequacy of Response. The proposal will be evaluated to determine whether the offeror’s methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the Request for Proposal (RFP). The proposal will be evaluated to determine the extent to which each requirement has been addressed in the proposal in accordance with the proposal submission section of the RFP.

b. Feasibility of Approach. The proposal will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The proposal will be evaluated to determine the extent to which successful performance is contingent upon proven devices and techniques. The proposal will be evaluated to determine the extent to which the offeror is expected to be able to successfully complete the proposed tasks and technical requirements within the required schedule.

4. Factor 1 Technical Approach. The Technical Approach factor evaluates the offeror’s technical approach in terms of adequacy of response and feasibility of approach to meeting the PWS requirements. This factor is met when the offeror submits, as part of its technical proposal, specific narrative details and/or description of its technical approach (to include supplements) with actual methods, processes, and procedures that demonstrate the offeror’s compliance and understanding of the minimum solicitation requirements. Any proposed approach, method, or process determined unacceptable may render the entire technical proposal as unacceptable.

a. The Government will evaluate technical approach using a combined technical/risk rating methodology. The combined technical/risk rating reflects the degree to which the proposed technical approach meets or does not meet the minimum performance requirements. A combined technical/risk rating of no less than “Green/Acceptable” must be received for Factor 1. Only those offerors whose technical proposal has been determined to be no less than

“Green/Acceptable” will receive further consideration for award. Technical proposals rated less than “Green/Acceptable” will not be considered for award. However, the Contracting Officer (KO) may conduct discussions with offerors whose proposal(s) are determined to be reasonably capable of being corrected without a major rewrite of the proposal. Only those proposals determined “Green/Acceptable”, either initially or as a result of exchanges, will be considered for award. The Government may incorporate into the contract an offeror’s proposed performance above mandatory minimums.

b. Combined Technical/Risk Ratings. The combined technical/risk rating includes consideration of risk in conjunction with the strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies in determining technical ratings. The combined technical/risk evaluation shall utilize the combined technical/risk ratings listed in Table 1 and the risk descriptions identified in Table 2. The following color/adjectival ratings will be used in evaluating the offeror’s technical proposal:

<b>Table 1. Combined Technical Risk/Ratings</b>		
<b>Color</b>	<b>Rating</b>	<b>Description</b>
Blue	Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Purple	Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

<b>Table 2. Technical Risk Descriptions</b>	
<b>Adjectival Rating</b>	<b>Description</b>
Low	Proposal may contain weakness(es) which have little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Proposal contains a significant weakness or combination of weaknesses which may potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.

High	Proposal contains a significant weakness or combination of weaknesses which is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.
Unacceptable	Proposal contains a material failure of a combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level.

5. Factor 2 Present and Past Performance. The Government will evaluate the offeror's record of present and past and present performance to ascertain the probability of successfully performing the required efforts of the PWS.

a. The Government will focus its inquiries on the offeror's (and major subcontractors') record of performance as it relates to all solicitation requirements, including cost, schedule, performance and management of subcontractors. Major subcontractors are defined as members of an offeror's overall team who are expected to perform 25 percent or more of the proposed effort. A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the evaluation process. Therefore, offerors will be reminded to include the most recent and relevant efforts (within the past three years) in their proposal. Absent any recent and relevant past performance history *or when the performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned*, the offeror will be assigned a "neutral confidence rating" and its proposal will not be evaluated either favorably or unfavorably on past performance. In other words, a "neutral confidence" rating, by itself, represents neutrality, and has no relative meaning. However, in a comparative analysis, a "Substantial Confidence" or "Satisfactory Confidence" past performance rating is worth more than a "Neutral Confidence" past performance rating. The Government may use data provided by the offeror in its proposal and data obtained from other sources, including data in Government files or data obtained through interviews with personnel familiar with the contractor and their current and past performance under Federal, State or Local government or commercial contracts for same or similar services as compared to the North American Industry Classification System (NAICS) 611430. Data used in conducting performance risk assessments shall not extend past two years prior to the issue date of the RFP, but may include performance data generated during the past two years without regard to the contract award date.

b. Offerors shall submit present and past performance information for up to three Government and/or commercial contracts for the prime offeror and each major subcontractor in performance or awarded during the past three years, from the issue date of this RFP, which are relevant to the efforts required by this RFP. The Government may consider a wide array of information from a variety of sources, but is not compelled to rely on all of the information available.

c. The past performance factor considers each offeror's demonstrated recent and relevant record of performance in providing services that meet the contract requirements. There are four aspects to the past performance evaluation: recency, relevancy, quality, and performance confidence assessment.

d. Recency. The first step of the present and past performance evaluation is assessing the offeror's present and past performance to determine if the performance effort is considered recent. To be recent, the performance effort must have occurred within the last three years prior to the issuance date on the solicitation. In addition, past performance includes "present performance," i.e., work efforts that are currently in performance, provided that such performance began no later than three months prior to the solicitation issuance date. If a past performance effort is not recent, it will not be further evaluated, and it will not be considered in the Government's assignment of performance confidence assessment ratings, except where a rating of "Neutral Confidence" applies. If a past performance effort qualifies as recent, the Government will proceed to evaluate it for relevancy and quality.

e. Relevancy. The second step of the present and past performance evaluation is to assess the offeror's present and past performance to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the source selection. More relevant past performance will be given more weight than less relevant past performance. Relevancy is not separately rated; however, the following Table 3 identifies the criteria

will be used to establish what is relevant. The primary elements of relevance include similarity of service/support, complexity, dollar value, contract type, and degree of subcontract/teaming.

**Table 3. Present and Past Performance Relevancy Ratings**

<b>Rating</b>	<b>Definition</b>
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

f. **Quality Assessment.** The third step of the present and past performance evaluation is to assess the quality of the offeror's past performance on those recent efforts that were determined relevant by determining how well the contractor performed on the contracts. Documented results from interviews, CPARS, and other sources form the support and basis for this assessment.

g. **Performance Confidence Assessment.** The final step is for the past performance team to arrive at a single consensus performance confidence assessment for the offeror, selecting the most appropriate rating from Table 4 below. This rating considers the assessed quality of the recent/relevant efforts gathered.

**Table 4. Performance Confidence Assessments**

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

h. **Performance Risk Assessment.** The Government reserves the right to assess the performance risk of an offeror receiving a "Neutral Confidence" as a result of the lack or scarcity of recent/relevant performance record. A performance risk assessment will consider the offeror's overall past performance record and the offeror's demonstrated ability to effectively identify and take actions to abate performance risks. An offeror's performance risk, as a result of a "Neutral Confidence" rating, will be assessed using the following Table 5 below:

<b>Table 5. Performance Risk Assessment</b>	
<b>Rating</b>	<b>Definition</b>
High	Significant doubt exists, based on the offeror's performance record and demonstrated ability to effectively identify and take actions to abate performance risks, that the offeror can perform the proposed effort.
Moderate	Some doubt exists, based on the offeror's performance record and demonstrated ability to effectively identify and take actions to abate performance risks, that the offeror can perform the proposed effort.
Low	Little doubt exists, based on the offeror's performance record and demonstrated ability to effectively identify and take actions to abate performance risks, that the offeror can perform the proposed effort.

6. Price Factor. The contract will be an IDIQ contract under which Firm-Fixed Price task orders will be issued for required services. The Government will evaluate price reasonableness for the fixed priced effort. The entire three-year ordering period shall be included in the price calculation.

a. Adequate price competition pursuant to FAR 15.404-1(b)(2)(i) is anticipated to determine price reasonableness of the Price factor. The Government may use any of the following price analysis techniques pursuant to FAR 15.404-1(b) to determine price reasonableness: comparison of proposed prices received in response to the solicitation; comparison of proposed prices to historical prices paid, whether by the Government or other than the Government, for the same or similar items or services; comparison with competitive published price lists or market prices; comparison of proposed prices with independent Government cost estimates; comparison of proposed prices with prices obtained through with market research; and/or, analysis of data other than certified cost or pricing data provided by the offeror.

b. The Total Evaluated Price will be calculated by adding the sum for all the contractor-proposed (extended) estimated prices for each CLIN, to the estimated amount of the Travel CLIN, the estimated amount of the shipping CLIN, and the Post Award Conference (Minimum Guarantee) CLIN to arrive at an overall total price for the three-year ordering period.

c. In addition, proposed unit prices will be evaluated for unbalanced pricing (IAW FAR 15.404-1(g)). Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more CLINs/sub-CLINs appears to be significantly overstated or understated as indicated by the application of price analysis techniques. An offeror's proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

d. Given that FAR 52.217-8 provides that the Government may exercise the Option to Extend Services at the rates specified in the contract (i.e., the rates in effect when the Extension of Services option is exercised), for purposes of evaluating the Option to Extend Services, the Contracting Officer will consider the prices submitted for the three-year ordering period as binding should the Option to Extend Services be exercised.

#### CLAUSES INCORPORATED BY FULL TEXT

#### 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-

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

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

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

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

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

“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 stock of which 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 its stock is owned by one or more women; or

(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 will 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.

(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.

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

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

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

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

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

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

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

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

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

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

(1) 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
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(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) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, 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 Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. 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 (Jan 2004). 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 FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

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

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(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).

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
—	—
—	—
—	—

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

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

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

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

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

(2) ( ☐ ) Outside the United States.

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

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

(2) ( ☐ ) Outside the United States.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

( \_\_\_\_ ) TIN: -----.

( \_\_\_\_ ) TIN has been applied for.

( \_\_\_\_ ) TIN is not required because:

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

( \_\_\_\_ ) Offeror is an agency or instrumentality of a foreign government;

( \_\_\_\_ ) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

( \_\_\_\_ ) Sole proprietorship;

( \_\_\_\_ ) Partnership;

( \_\_\_\_ ) Corporate entity (not tax-exempt);

( \_\_\_\_ ) Corporate entity (tax-exempt);

( \_\_\_\_ ) Government entity (Federal, State, or local);

( \_\_\_\_ ) Foreign government;

( \_\_\_\_ ) International organization per 26 CFR 1.6049-4;

( \_\_\_\_ ) Other -----.

(5) Common parent.

( \_\_\_\_ ) Offeror is not owned or controlled by a common parent;

( \_\_\_\_ ) Name and TIN of common parent:

Name - \_\_\_\_ .

TIN - \_\_\_\_ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. By submission of its offer, the offeror represents that--

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$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).

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible 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)