



United States Department of the Interior

INTERIOR BUSINESS CENTER

Washington, DC 20240

To: Prospective Offerors

From: Acquisition Services Directorate (AQD), Interior Business Center (IBC), Department of the Interior (DOI)

Subject: Request for Proposals (RFP) No. 140D0422R0012 – Single Award contract for Legal Services for Unaccompanied Children

Version: Original – January 3, 2022
Amendment 1 – January 14, 2022

Attachments: 1 – Statement of Objectives (SOO)
2 – Pricing Spreadsheet
3 – Questions Form
4 – HHS Subcontracting Plan Template

1. Overview

AQD is issuing this competitive RFP on behalf of the Department of Health and Human Services (HHS), Administration of Children and Families (ACF), Office of Refugee Resettlement (ORR). The purpose is to solicit legal services for unaccompanied children (UC) covering five (5) distinct geographical regions nationwide, AQD will conduct this acquisition using Federal Acquisition Regulation (FAR) 15.3 procedures in conjunction with the policies found under FAR 12, Acquisition of Commercial Items.

AQD is a Federal Franchise Fund Contracting Office that operates under the authority of the Government Management Reform Act, as amended. AQD provides contracting support to all Federal Agencies and the Department of Defense. AQD Procurement will handle the solicitation, award, contract administration, and invoice payments for this requirement.

AQD intends on awarding a single contract after receipt and evaluation of all proposals. It is the Government's intent to make award to the responsible Offeror who, in conformance with the RFP, demonstrates the ability to provide the overall best value to the Government considering technical evaluation factors and price, using trade-off methodology. The Government reserves the right to cancel this solicitation without award if the needs of the requirement are not met. This RFP does not commit the Government to pay for the costs associated with the preparation and submission of a proposal.

Any response that is non-compliant with any requested submission requirements of this RFP may be removed from further consideration.

NAICS Code: ~~541199 – All Other Legal Services~~ 541110 – Offices of Lawyers
PSC Code: R418 – Support-Professional: Legal

Offerors interested in this acquisition may participate by submitting responses in accordance with the following instructions.

2. Competition

This solicitation is being issued to both small and other than small businesses (OTSBs) using full and open contracting procedures.

3. Anticipated Contract Type

The resultant contract will be Time & Materials (T&M), but the Government will consider other commercial contract types, including hybrid types.

4. Period of Performance

The Period of Performance for this is five years and consists of one (1) one-year base period with four (4) 12-month option periods.

5. Questions and Proposal Deadlines

Question & Answer Period

All questions shall be submitted in writing via email to the Contracting Officers (CO) and Contract Specialist no later than **9:00am ET on January 10, 2022**. Questions shall be sent via email to Gabriella_Jones@ibc.doi.gov and Lindsay_Holmes@ibc.doi.gov with “Questions from [insert company name here] – RFP 140D0422R0012” included in the subject line. The Government reserves the right to not address all questions. Responses will be provided as an attachment to a subsequent RFP amendment.

When submitting questions, Offerors shall use Attachment 3 – Questions Form.

Deadline for Proposal Submission

The deadline for submitting a proposal in response to this RFP is **February 3, 2022 at 5:00pm ET**. No facsimile transmissions of the proposal will be accepted. The proposal shall be sent via email to Gabriella_Jones@ibc.doi.gov and Lindsay_Holmes@ibc.doi.gov with “Proposal from [insert company name here] – RFP 140D0422R0022” included in the subject line.

Please note that it is the Offeror’s responsibility to ensure/verify the Government receives its submission on or before the deadline. The Government reserves the right to not accept any late proposals for any reason, including those related to any technical difficulties.

6. Proposal Content / Submission Requirements

Overview

The proposal submission format is provided below:

Volume	Section	Page Limit
Volume I: General and Technical	General	None
	Completed SF-1449, SF-30 (if any)	None
	SAM Registration	None
	Representations & Certifications	None
	Technical Assumptions	None
	Technical/Management - PWS	20 pages

	<ul style="list-style-type: none"> • PWS 	
	Technical/Management – Technical Proposal <ul style="list-style-type: none"> • Technical Approach • Quality Control Plan 	20 pages 10 pages
	Technical/Management – Management Proposal <ul style="list-style-type: none"> • Management Approach • Resumes (No more than 3 pages each; not included in the overall page limit) • Letters of Commitment (1 page each, not included in overall page limit) 	10 pages
Volume II: Past Performance	Past Performance Documentation <ul style="list-style-type: none"> • Consent letters 	10 pages
Volume III: Additional Proposal Documentation	Subcontracting Plan	10 pages
	Indices	10 pages
	Subcontracting/Team Partner Letters	None
Volume IV: Price	Price Assumptions	None
	Price Proposal	None

Volume I, Section 1: General

This section shall include a cover sheet. This cover sheet shall include the information listed below in letters A – P:

- A. Name of Company
- B. Address
- C. City, state, zip code
- D. Data Universal Numbering System (DUNS) Number
- E. Taxpayer Identification Number (TIN)
- F. Socioeconomic status
- G. Point of contact (primary and alternate)
- H. Telephone number
- I. Email address
- J. Solicitation number
- K. Date of proposal
- L. Name of any subcontractors and their socioeconomic status, if applicable
- M. Prompt payment terms
- N. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation for Phase I
- O. Names and contact information of persons authorized to negotiate on the company's behalf
- P. A statement that the proposal for Phase I expires no sooner than 60 days after submission

Volume I, Section 2: Completed SF-1449 and SF-30

The SF-1449 and SF-30 (if any) shall be fully completed and signed upon submission. The Offeror is cautioned that the SF-1449 must contain an original signature in block 30a of the form; certified electronic signatures will be accepted.

Volume I, Section 3: SAM Registration

This section shall include evidence of the Offeror's current System of Award Management (SAM) database registration (<http://www.sam.gov>). A screenshot of the Offeror's SAM registration page is acceptable evidence. All Offerors must be registered in SAM to receive Government contracts. If an Offeror's SAM account will expire before the award date, it is the Offeror's responsibility to ensure that its account is active at time of award.

Volume I, Section 4: Representations and Certifications

This solicitation contains the following provisions that each Offeror must complete and return with its Phase 1 proposal (see Section 8 of this RFP for each provision in its full text):

- FAR 52.204-24 – Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)
- FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020)
- FAR 52.209-7 – Information Regarding Responsibility Matters (Oct 2018)
- FAR 52.212-3 – Offeror Representations and Certifications-Commercial Items (Jan 2021)
- FAR 52.227-15 – Representation of Limited Rights Data and Restricted Computer Software (Dec 2007)
- FAR 52.229-11 – Tax on Certain Foreign Procurements-Notice and Representation (Jun 2020)

Volume I, Section 5: Technical Assumptions

Offerors shall indicate, in this section only, if any technical-related assumptions have been made, conditions have been stipulated or exceptions have been taken with the Legal Services SOO, as written. If technical assumptions are not noted in this volume and this section of the proposal, it will be assumed that the Offeror's proposal reflects no technical assumptions for award and the Offeror agrees to comply with all of the terms and conditions set forth herein. Any technical-related assumptions listed in any other volume or section shall be null and void.

The Offeror is advised that any assumptions/exceptions taken to the terms and conditions of the RFP may adversely impact its evaluation. Any assumptions/exceptions that are considered unacceptable by the Government and cannot be resolved may result in the Offeror being removed from further consideration.

Volume I, Section 6: Technical/Management – PWS

Offerors shall submit a completed PWS. Each Offeror's PWS shall describe their proposed methods and techniques for meeting all of the objectives listed in Attachment 1 – SOO. This includes describing the proposed tasks and deliverables for completing each of the following objectives:

- Objective I: Conducting Know Your Rights presentations to inform children of their legal rights and what to expect throughout immigration proceedings, and
- Objective II: Conducting legal screenings to identify forms of legal immigration relief available to UC, and
- Objective III: Providing attorney representation and other legal assistance for UC for the duration of the immigration proceedings (up to the funded capacity), and
- Objective IV: Providing data tracking and reporting.

Volume I, Section 7: Technical/Management – Technical Proposal

Offerors shall submit a Technical Proposal that clearly demonstrates:

- An understanding of the issues and purpose of the project, including understanding the mission, child welfare, immigration law, and Office of Refugee Resettlement's Unaccompanied Children's Program (ORR/UCP) policies and procedures; and provides an innovated understanding of the program management responsibilities.
- An approach that includes clear and comprehensive methodology for carrying out the proposed PWS, including a management proposal, descriptions of particular methods and techniques for the targeted populations, taking into account culture, native language, and organizational mission and goals.

The Offeror shall include a Quality Control Plan. The Quality Control Plan shall:

- Describe a system of ongoing supervision, observation, coaching and professional development of all personnel in order to ensure they have the skills, knowledge and capabilities to deliver trauma-informed legal services to UC.
- Describe a comprehensive ongoing monitoring system to assess the quality and effectiveness of legal services, including personnel who are geographically dispersed.
- Describe internal policies to provide timely and effective response to concerns about the quality of legal services or personnel performance evaluations/assessments.
- Describe how the Offeror will ensure work products and contract deliverables meet ORR requirements with minimal revision or correction.
- Describe how the Offeror will analyze legal services data and trends for use in planning and developing recommendations.
- Describe how the Offeror will provide oversight of contract expenditures and budget burn rates to ensure efficient and effective utilization of federal funds and minimize risk of cost overruns.

Volume I, Section 8: Technical/Management – Management Proposal

Offerors shall submit a Management Proposal that includes:

- An overview of the Offeror's organization, including qualifications, performance history, organizational mission and goals.
- A staffing plan that provides a sound relationship between the proposed responsibilities of key staff positions according to requirements and necessary personnel (legal service providers) in successfully executing project management.
- Address the educational, professional experience, and technical capabilities required for key personnel positions according to the requirements outlined in the RFP Section 7, Factor 4.
- The Offeror's plan to develop, supervise, and maintain a sector national model in the coordination of comprehensive legal relief services to UC, as outlined in the SOO section 8. The plan must demonstrate adequate knowledge and experience in this model and the Offeror's ability to hire and train personnel.
- An overview of the technical and functional activities at the contract level needed for the management of this project.
- A clear organizational structure for the proposed program describing the delineation of authority, roles and responsibilities, and supervision across the organization.
- A demonstration of the Offeror's experience with cultural competency.
- A demonstration of the Organization's ability to provide recommendations free from conflicts of interest or conflicts of financial incentives.

Offerors shall provide resumes for Key Personnel. The following have been determined to be Key Personnel:

- Program Director and personnel that manage the following tasks:
 - Learning and Contract Compliance
 - Operations and Quality Assurance
 - Data Science & Analytics
 - Pro-bono Coordination
 - Post-release engagement

Resumes (Evaluation factor 4) will be used to evaluate the following areas with respect to proposed personnel:

- (a) Management of similar projects and tasks
- (b) Performance of similar work on at least two projects

Resumes (no more than 3 pages each) shall include the following:

- Name of proposed person
- Proposed position, function, or role
- Education [including, in reverse chronological order, colleges and/or technical schools attended (with dates), degree(s)/certification(s) received, major field(s) of study, and approximate number of total class hours if available]
- Experience (including, in reverse chronological order, area(s) of work in which a person is qualified, company and title of position, approximate starting and ending dates (month/year), concise descriptions of experience for each position held
- Certification by the personnel and a senior official in the organization that the information contained in the resume is correct and accurate.

Additionally, in assessing key personnel, the Government reserves the right to consider knowledge available within the Government regarding the experience and qualification of any of the proposed key personnel.

Letters of Commitment

Letters of commitment are required of all Key Personnel. The letter of commitment must be directed to supporting this program including the length of an individual's commitment and must be signed by the individual and a corporate authorized official.

Volume II: Past Performance Documentation

A maximum of three (3) past performance references shall be submitted for contracts the Offeror has been performing within the past five (5) years. Only one (1) of the references may be for a subcontractor.

Each past performance reference is limited to three (3) pages and shall include the following information:

- Several points of contact, but at a minimum shall include the Contracting Officer and/or Contracting Officer's Representative. Any other pertinent officials that can verify performance may also be included. Information for each point of contact shall include their name, agency/company, address, phone number and email address.
- For contracts with the Federal Government, the Offeror shall indicate whether the Government has evaluated the contractor and past performance information is available through Contractors Performance Assessment Reporting System (CPARS).
- Contract title
- Contract number (and task order number when applicable)

- Contract type
- Total contract value (including base & all options)
- Project description and size information
- If the past performance reference is for a subcontractor, identify the major or critical aspects of the requirement that they will perform
- Description of the relevancy of the past performance reference to the SOO
- Did the contract include small business subcontract goals for small disadvantaged business concerns? If so, were the goals met?
- Provide an explanation of problems, delays, cost overruns and corrective actions taken.

The Offeror shall submit consent letters executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing the release of past performance information so the Offeror can respond to such information.

Past performance information is proprietary source selection information. The Government will only discuss past performance information directly with the entity or person that is being reviewed. If there is a problem with the proposed subcontractor's past performance, the prime can be notified of a problem, but no details will be discussed without the subcontractor's permission.

Volume III, Section 1: Subcontracting Plan

OTSB Offerors shall submit a small business subcontracting plan with their proposal in accordance with FAR 19.7 and the clause 52.219-9. If an OTSB Offeror does not include a subcontracting plan, the Offeror's proposal will be deemed non-responsive. The submission of a subcontracting plan shall follow the instructions found in Attachment 4 – HHS Subcontracting Plan Template. OTSB Offerors shall subcontract, at a minimum, 10% of the Total Contract Value (TCV) to small businesses. Of that subcontracting dollar amount, the OTSB Offeror shall aim to meet or exceed the percentages shown below which represent the HHS FY2021 subcontracting goals:

Small Business: 33%
 Small Disadvantaged Business (including 8a, ANC): 5%
 Woman-Owned Small Business: 5%
 Hubzone: 3%
 Service-Disabled Veteran-Owned Small Business: 3%

Volume III, Section 2: Indices

Any Indices determined by the Offeror to be necessary for the Proposal shall be placed here for reference. Indices are not required.

Volume IV, Section 1: Price Assumptions

Offerors shall indicate, in this section only, if any price-related assumptions have been made, conditions have been stipulated or exceptions have been taken with the SOO as written. If not noted in this volume of the proposal, it will be assumed that the Offeror's proposal reflects no price assumptions for award and agrees to comply with all of the terms and conditions set forth herein. It is not the responsibility of the Government to seek out and identify assumptions, conditions, deviations, or exceptions buried within the Offeror's proposal. Accordingly, any price-related assumptions listed in any other volume or section shall be null and void.

The Offeror is advised that any assumptions/exceptions taken to the terms and conditions of the RFP may adversely impact its evaluation rating. Any assumptions/exceptions that are considered unacceptable by the Government and cannot be resolved may result in the Offeror being removed from further consideration.

Volume IV, Section 2: – Price

The price proposal shall be a **separate volume** from the technical proposal. There is no page limit on the price proposal.

1. To assist Offerors in providing conforming price proposals and to promote standardization across submissions, the Government has provided a Pricing Spreadsheet (Attachment 2) that shall be used by the Offerors. The Offeror is required to submit pricing data in the format indicated in the attachment.
2. Note: Offerors shall leave Attachment 2 as an Excel spreadsheet when submitting their price proposal. Offerors shall not submit locked spreadsheets. Failure to use the Excel spreadsheet as provided will be viewed as unacceptable and the Offeror will be removed from consideration for award.
3. Offerors shall submit data other than certified cost and pricing data to substantiate ALL proposed prices. While no specific format for submitting this data is required, the quantities and the basis for all pricing (e.g. vendor quotes, commercial sales data) shall be provided. The Contracting Officer will use this data in determining a fair and reasonable price.
4. Deviations from the provided level of effort in the Pricing Spreadsheet (Attachment 2) are allowed. The reasoning for deviations shall be explained in the Price Assumptions section. **The proposed level of effort shall be commensurate with the Offeror's approach.**

Note: **The Estimated Number of Cases tab included in the Pricing Spreadsheet (Attachment 2) is an estimate and may be subject to change.** Offerors shall use the information located at the following URL for estimated number of cases when preparing their Price Proposal:
<https://www.acf.hhs.gov/orr/about/acs-facts-and-data>

7. Evaluation

Basis of Award

It is the Government's intent to award a single contract using the procedures found in FAR 15.3, in conjunction with the policies found under FAR 12, to the responsible Offeror whose proposal, in conforming to the RFP, provides the overall best value to the Government considering technical evaluation factors and price.

The Contracting Officer, as the source selection authority, will utilize a best value trade-off methodology where non-price factors, when combined, are significantly more important than price.

The evaluation factors are listed below in order of importance:

Importance	Evaluation Factor	Volume of Proposal
1 st Order of Importance	Factor 1: Understanding the Issues and the Purpose of the Project	Volume I, Section 6

2 nd Order of Importance	Factor 2: Technical Approach	Volume I, Section 7
3 rd Order of Importance	Factor 3: Management Approach	Volume I, Section 8
4 th Order of Importance	Factor 4: Past Performance	Volume II
5 th Order of Importance	Factor 5: Subcontracting Plan	Volume III, Section 1
6 th Order of Importance	Factor 6: Price	Volume IV

Evaluation Factors

Factor 1: Understanding of the Issues and Purpose of the Project

The proposal will be evaluated on the Offeror's ability to:

- Demonstrate that the offeror understands the mission of the ORR/UCP.
- Demonstrate the offeror's comprehensive understanding of child welfare, immigration law, and ORR/UCP policies and procedures, to arrive at viable forms of legal relief based on the child's wishes and the special needs of the child. Special attention should be given to demonstrating a clear understanding of the specific role of the Legal Service Providers in the field setting.
- Demonstrate the offeror's clear and innovative understanding of the program management responsibilities.

Factor 2: Technical Approach

The proposal will be evaluated on the Offeror's ability to:

- Demonstrate the offeror's understanding of the work, including a clear and comprehensive methodology for carrying out the objectives of the SOO, defined tasks, and implementation of the project.
- Provide a clear plan for program management, including the provision of technical and program activities that are necessary for the effective project management of the SOO. Special attention will be given to the ability to provide Know Your Right (KYR) presentations, legal screenings, and direct representation of UC in ORR custody of their legal rights, facilitating the identification of viable forms of legal relief, as well as promoting the continuity of services related to such viability, at the time of release from ORR custody.
- Include descriptions of particular methods and techniques for completing each task requirement. Additionally, the Offeror will be evaluated on its ability to provide a clear description of how the program design is appropriate for the targeted population, taking into account culture, native language and special needs of UC.
- Demonstrate a comprehensive overview of the Offeror's organization, including qualification, performance history, organizational mission and goals.
- Describe a staffing plan that provides a sound relationship between the proposed responsibilities of key staff positions according to requirements and necessary personnel (LSPs) in successfully executing project management.
- Address the educational, professional experience and technical capabilities required for key positions according to requirements outlined in the SOO.

Factor 3: Management Approach

The proposal will be evaluated on the Offeror's ability to:

- Demonstrate the ability to develop, supervise, and maintain a sector national model in the coordination of comprehensive legal relief services to UC, as outlined by the SOO. Offeror will be evaluated on its ability to demonstrate adequate knowledge and experience showing how they can provide support for a sector national model. Additionally, the Offeror will be evaluated on the organization's ability to hire and train necessary personnel and related support necessary staff (LSPs) as required by a specific task.

- Demonstrate the ability to provide the technical and functional activities at the contract level needed for the management of this project.
- Demonstrate a clear organizational structure of the proposed program that describes delineation of authority, roles and responsibilities and supervision across the entire organization
- Demonstrate experience with cultural competency. Demonstrate ability to identify viable forms of legal relief and related services to children with various cultural backgrounds, and various language capabilities, special needs, including vulnerability of human trafficking, in a trauma informed manner.
- Demonstrate the ability of the organization to provide recommendations free from conflicts of interest or conflicts of financial incentives

The proposal's key personnel will be evaluated on the Offeror's ability to:

- Demonstrate the quality and level of education and experience of individual personnel in working with similar populations or projects. ** Please note personnel must have a Juris Doctor degree (J.D. or JD), or the Doctor of Jurisprudence degree (J.D., JD, D.Jur. or DJur) and 5 years of postgraduate direct service delivery experience working with youth and trauma- informed care. Alternatively, local Legal Service Providers must be license eligible at time of proposal and the Offeror is required to ensure that its proposed candidate can attain licensure within 6 months. Licensure must be in a positive standing with the American Bar Association (ABA) are defined in the SOO as significant educational requirements of staff.
- Demonstrate the use of a proposed Project Director with experience in managing projects of this magnitude, complexity, and sensitivity. Project Director and Planning Analyst should also have extensive experience overseeing time sensitive projects.
- Demonstrate resumes for each proposed key staff; letters of intent for staff members whose hiring is contingent upon award of the contract; a full time commitment for each person on the contract; and when staff will be available to begin working under this award. If certain staff has not yet been identified, the Offeror should specify the qualifications these persons would be expected to possess.

Factor 4: Past Performance

Past performance will be based on the Offeror's history of successful completion of projects/efforts of similar scope and complexity specified within the SOO; history of staying on schedule and within budget; and producing high quality deliverables.

The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Past performance information will be utilized to determine the quality of the contractor's past performance as it relates to the probability of success for the required effort.

Furthermore, Offerors without a minimum of one (1) relevant past performance record documenting the prime contractor's performance will be evaluated neither favorable nor unfavorable for this factor.

Factor 5: Subcontracting Plan

The Government will evaluate the Other than Small Business (OTSB) Offeror's subcontracting plan and the extent to which it meets the requirements of FAR subpart 19.7, FAR clause 52.219-9, the minimum TCV of 10% for small business subcontracting, and the HHS FY2022 subcontracting goals. In the event no subcontracting plan is submitted, and the Offeror is an OTSB, the Offeror's proposal will be deemed non-responsive, and the Offeror may be immediately removed from competition.

Factor 6: Price

Each price proposal will be evaluated for accuracy, completeness, and reasonableness. This process involves verification that prices are included for all RFP requirements and that figures are correctly calculated. Due to potential variations in solutions that each Offeror may submit to meet the SOO, a determination of “price reasonableness” will be based on the Government’s evaluation of each element listed in the Offeror’s price proposal. The Government reserves the right to utilize any/all proposal submission information to assist in making a determination of reasonableness. This determination will include a review of the data other than certified cost and pricing data submitted and may include other price analysis techniques in accordance with FAR 15.404-1(b). If determined to be necessary, the Government reserves the right to conduct a price realism analysis.

The Total Evaluated Price for purposes of award will be determined by the total calculation identified in the submission for Attachment 2.

8. Solicitation Provisions and Clauses

FAR 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 these addresses:

Federal Acquisition Regulation (FAR): <https://www.acquisition.gov/far>

Department of the Interior Acquisition Regulation (DIAR): <https://www.acquisition.gov/diar>

Health and Human Services Acquisition Regulation (HHSAR): <https://www.acquisition.gov/hhsar>

(End of provision)

FAR Provision	Title	Date
52.204-7	System for Award Management	Oct 2018
52.204-16	Commercial and Government Entity Code Reporting	Aug 2020
52.204-22	Alternative Line Item Proposal	Jan 2017
52.207-6	Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts)	Oct 2016
52.212-1	Instructions to Offerors—Commercial Products and Commercial Services*	Nov 2021
52.216-31	Time-and-Materials/Labor-Hour Proposal Requirements – Commercial Item Acquisition	Nov 2021
52.217-5	Evaluation of Options	July 1990

DIAR Provision	Title	Date
1452.215-71	Use and Disclosure of Proposal Information – Department of the Interior	Apr 1984

HHSAR Provision	Title	Date
352.239-73	Electronic Information and Technology Accessibility Notice	Dec 2015

Provisions Incorporated by Full Text

FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

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

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

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

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

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

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

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

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

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

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

(d) *Representation.* The Offeror represents that—

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c)

(1) *Representation.* The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

FAR 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)

FAR 52.212-3 – Offeror Representations and Certifications-Commercial Items (Nov 2021)

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

(a) Definitions. As used in this provision—

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

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

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended. "Sensitive technology"—

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

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

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

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

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in 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.

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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

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

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

Women-owned 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.

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

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

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

(b)

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

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

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

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

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

(c) Offerors must complete the following representations when the resulting contract 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) Representations required to implement provisions of Executive Order 11246-

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995

have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1)

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

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(g)

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

(i)

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

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "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
_____	_____

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.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

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

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

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common parent*.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

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

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name:_____.

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

(s) [Reserved].

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

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

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

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

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

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

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

(u)

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

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

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

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

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

(2) The Offeror represents that—

(i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

FAR 52.227-15 Representation of Limited Rights Data and Restricted Computer Software (Dec 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data-General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]-

☐ None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

☐ Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of provision)

FAR 52.229-11 – Tax on Certain Foreign Procurements—Notice and Representation (Jun 2020)

(a) Definitions. As used in this provision—

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
- (5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It ☐ is ☐ is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 ☐ a full exemption, or ☐ partial or no exemption [Offeror shall select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

FAR 52.252-5 – Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any Department of the Interior Acquisition Regulation (48 CFR Chapter 14) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

DIAR 1452.233-2 – Service of Protest Department of the Interior (Jul 1996) (Deviation)

(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:

Gabriella Jones
Contracting Officer
Acquisition Services Directorate
Gabriella_Jones@ibc.doi.gov

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

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW, Room 6511, Washington, DC 20240.

(End of provision)

AQD Custom Provision – Evaluation of Options

The Government will evaluate proposals for award purposes by adding the total price for all options to the total price for the basic award. This solicitation notifies Offerors that the award will include the Government's unilateral option to extend performance for an additional period up to six months under FAR 52.217-8, during which the pricing and terms of the period in which the option was exercised would apply. The Government cannot predict if or when the option may be exercised. Because any exercise of the Government's option extends the pricing and terms of the period in which the option was exercised, the Government expressly and affirmatively evaluates pricing for the option to extend under 52.217-8 co-extensive with the Government's price evaluation for each of the base and option periods of this award. Because pricing for each option period subject to possible extension under the 52.217-8 has been evaluated, pricing for any possible future use of that option to extend has, likewise, been evaluated and would apply in strict accordance with this evaluation in the event of the Government's exercise of the option to extend services.

(End of custom provision)

FAR 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 these addresses:

Federal Acquisition Regulation (FAR): <https://www.acquisition.gov/far>

Department of the Interior Acquisition Regulation (DIAR): <https://www.acquisition.gov/diar>

Health and Human Services Acquisition Regulation (HHSAR): <https://www.acquisition.gov/hhsar>

(End of clause)

FAR Clause	Title	Date
52.202-1	Definitions	Jun 2020
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2020
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-13	System for Award Management Maintenance	Oct 2018
52.204-18	Commercial and Government Entity Code Maintenance	Aug 2020
52.212-4	Contract Terms and Conditions-Commercial Items – Alt I Fill-ins: (e)(iii)(D): None (i)(1)(ii)(D)(1): Each order must list separately the elements of other direct charge(s) for that order. (i)(1)(ii)(D)(2): Each order must list separately the fixed amount for the indirect costs and payment schedule.	Nov 2021/ Nov 2021
52.224-2	Privacy Act	Apr 1984
52.227-14	Rights in Data - General	May 2014
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Nov 2021
52.237-3	Continuity of Services	Jan 1991
52.242-15	Stop-Work Order	Aug 1989
52.245-1	Government Property	Sep 2021
52.245-9	Use and Charges	Apr 2012

DIAR Clause	Title	Date
1452.201-70	Authorities and Delegations	Sep 2011
1452.203-70	Restriction on Endorsements – Department of the Interior	Jul 1996
1452.204-70	Release of Claims – Department of the Interior	Jul 1996

HHSAR Clause	Title	Date
352.203-70	Anti-Lobbying	Dec 2015
352.208-70	Printing and Duplication	Dec 2015
352.211-1	Public Accommodations and Commercial Facilities	Dec 2015
352.211-3	Paperwork Reduction Act	Dec 2015
352.222-70	Contractor Cooperation in Equal Employment Opportunity Investigations	Dec 2015
352.224-70	Privacy Act	Dec 2015
352.231-70	Salary Rate Limitation	Dec 2015
352.237-75	Key Personnel	Dec 2015
352.239-74	Electronic and Information Technology Accessibility	Dec 2015

Clauses Incorporated by Full Text

FAR 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 websites) 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)

FAR 52.212-5 – Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Nov 2021)

(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 2020) (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:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Nov 2021), 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 (Nov 2021) (41 U.S.C. 3509)).

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

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

☐ (5) [Reserved].

☐ (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. (Nov 2021) (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) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) (15 U.S.C. 657a).

☒ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (13) [Reserved]

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

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

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

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

- ☒ (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 (Nov 2021) (15 U.S.C. 637(d)(4)).
 - ☐ (ii) Alternate I (Nov 2016) of 52.219-9.
 - ☒ (iii) Alternate II (Nov 2016) of 52.219-9.
 - ☐ (iv) Alternate III (Jun 2020) of 52.219-9.
 - ☐ (v) Alternate IV (Sep 2021) of 52.219-9.
- ☐ (18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
 - ☐ (ii) Alternate I (Mar 2020) of 52.219-13.
- ☐ (19) 52.219-14, Limitations on Subcontracting (Sep 2021) (15 U.S.C. 637s).
- ☒ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) (15 U.S.C. 657f).
- ☒ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Sep 2021) (15 U.S.C. 632(a)(2)).
 - ☐ (ii) Alternate I (Mar 2020) of 52.219-28.
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) (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 (Sep 2021) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- ☐ (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).
- ☒ (27) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).
- ☐ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).
- ☒ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
 - ☐ (ii) Alternate I (Feb 1999) of 52.222-26.
- ☒ (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
 - ☐ (ii) Alternate I (Jul 2014) of 52.222-35.
- ☒ (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
 - ☐ (ii) Alternate I (Jul 2014) of 52.222-36.
- ☒ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- ☒ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (35) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
 - ☐ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☒ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 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.)
- ☐ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ☐ (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
 - ☐ (ii) Alternate I (Oct 2015) of 52.223-13.

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

___ (ii) Alternate I (Jun2014) of 52.223-14.

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

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

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

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

___ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

___ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).

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

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

___ (48) 52.225-1, Buy American-Supplies (Nov 2021) (41 U.S.C. chapter 83).

___ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021)(41 U.S.C.chapter83, 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 (Jan 2021) of 52.225-3.

___ (iii) Alternate II (Jan 2021) of 52.225-3.

___ (iv) Alternate III (Jan 2021) of 52.225-3.

___ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

___ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).

___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).

___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

___ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021) .

___ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (57) 52.232-30, Installment Payments for Commercial Items (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

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

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

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

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

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

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

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

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

___ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

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

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

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

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

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

___ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).

___ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

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

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

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial 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 (Nov 2021) (41 U.S.C. 3509).

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

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

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

(v) 52.219-8, Utilization of Small Business Concerns (Oct 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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O. 11246).

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

- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
 - (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
 - (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
 - (xiii) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
 - (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
 - (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (xvi) 52.222-54, Employment Eligibility Verification (Nov 2021) (E.O. 12989).
 - (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).
 - (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
 - (xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
 - (B) Alternate I (Jan 2017) of 52.224-3.
 - (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

FAR 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 3 days prior to contract expiration.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor any time prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 3 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

FAR 52.252-6 – Authorized Deviations in Clauses (Nov 2020)

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

(b) The use in this solicitation or contract of any Department of the Interior Acquisition Regulation (48 CFR Chapter 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DIAR 1452.224-1 – Privacy Act Notification (July 1996) (Deviation)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 ([5 U.S.C.552a](#)) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

Applicable Department of the Interior regulations concerning the Privacy Act are set forth in 43 CFR 2, subpart D. The CFR is available for public inspection at the Departmental Library, Main Interior Bldg., 1849 C St. NW, Washington DC, at each of the regional offices of bureaus of the Department and at many public libraries.

(End of clause)

AQD Custom Clause – Warranty against Organizational Conflict of Interest

The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor make will a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

Remedies - The Contracting Officer may terminate this contract action for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for cause or default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract. The Contractor further agrees to insert clauses which shall conform substantially to the language of this clause in any subcontract of consultant agreement hereunder.

(End of custom clause)

AQD Custom Clause – Incremental Funding and Funds De-obligation

- A. The Schedule specifies the amount presently available for payment by the Government and allotted to this contract and the items covered. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.
- B. Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause –
 1. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

2. The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the amount then allotted to the contract by the Government.
- C. The Government may de-obligate funds as long as funds are still available in the contract.

(End of custom clause)

AOD Custom Clause – Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>. Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

Invoice Contents:

Invoices will be paid upon approval and acceptance by the Government COR. Invoices must include, as a minimum, the following information:

1. CLIN/Item number of deliverable
 2. Description of deliverable
 3. Price of deliverable
 4. Quantity of deliverable
 5. Date deliverable was provided to the Government for inspection
 6. Serial number/part number if applicable
- The contractor is responsible for ensuring invoices submitted are accurate and complete, and all labor, travel and other direct costs are in accordance with federal guidelines, the FTR and other Government mandates and directives.
 - Additional supporting documentation MAY BE REQUESTED at the discretion of the COR.

Payment:

- A. Payments under this order will be due 30 calendar days after the date of actual receipt of proper invoice in the office designated to receive the original invoice or final acceptance of the goods or services, whichever is later.
- B. The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications System shall be considered to be the day payment is made.

Final Invoice:

Within sixty calendar days of product acceptance and/or completion of services:

1. The contractor shall submit a final invoice, designated as such by a clear statement of "FINAL INVOICE" on the face of the invoice document.
2. The contractor shall provide a certificate of completion which certifies all goods and service have been provided as required by this task order.
3. The contractor shall provide a release of claims against the government for any further payment under this task order.

The sixty calendar day submission time frame shall not be extended without written authorization from the contracting officer. In the event items a, b, or c above are not submitted within the authorized timeframe, the contracting officer will make final cost determinations in order to make final payment and close out the contract unilaterally.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal.

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

- Detailed backup documentation for all invoiced line items

(End of custom clause)

AQD Custom Clause – Supplement to the above IPP Electronic Invoicing Requirements

For Time and Materials/Labor Hour efforts, the Contractor shall bill no more than once monthly per contract line item. Invoices will be paid upon approval and acceptance by the Government COR. Invoices must include, as a minimum, the following information:

- Name of employee
- Time Period Covered for services performed
- Productive Direct Labor Hours/Dollars for the current billing period
- Productive Direct Labor Hours/Dollars cumulative to date
- Labor Category(s)
- Hourly Rate

(End of custom clause)

AQD Custom Clause – Personnel Requirements & Optional Levels of Effort Key Personnel Definition

Certain skilled experienced professional and/or technical personnel are essential for accomplishing the work to be performed. These individuals are defined as “Key Personnel” and are those persons whose resumes were submitted and marked by the vendor as “Key Personnel”. No substitutions shall be made of accepted key personnel unless in compliance with the “Substitution of Key Personnel” provision identified below. Unapproved substitutions will reflect negatively on past performance ratings.

The Contract Program Manager shall be the Contractor’s authorized point of contact with the Government CO and the COR. The Program Manager shall be responsible for formulating and enforcing work standards, assigning schedules, reviewing work discrepancies, and communicating policies, purposes, and goals of the organization to subordinates.

Key Personnel Substitution: During the first twelve (12) months of the contract performance period, no key personnel substitution will be permitted unless such substitutions are necessitated by an individual’s sudden illness, death, or termination of employment. In any of these events, the Contractor shall promptly notify the COR

and CO and provide the information required below. After the initial twelve (12) month period, all proposed substitutions must be submitted in writing, at least 15 calendar days (30 days if a security clearance is to be obtained) in advance of the proposed substitutions to the COR and CO. These substitution requests shall provide the information required below.

Personnel Performance/Replacement

- A. The Contractor shall provide a resume and any other information requested by the Government for each individual assigned to work on this effort. The Government reserves the right to meet all proposed substitutions to ensure they meet qualifications for the proposed position.
- B. Personnel assigned to this contract will not be removed without Government Approval.
- C. The Government reserves the right to judge the technical skill and competence of the individual and to require the individual's replacement if the individual's qualifications or performance are judged deficient at any time with written notification.
- D. The Government reserves the right to judge the qualifications and acceptability of any individual proposed by the contractor for any position, and may require the contractor to replace an individual whose qualifications and suitability are judged deficient with written notification.
- E. The Government requires from the contractor to identify key personnel for the total period of the project. The execution of project tasks will be subject to the precise assignment of specific individuals identified as key personnel. The contractor must ensure the continued assignment of personnel from project start to project finish. In the event an individual become incapacitated or leaves the company, it is the responsibility of the contractor to have qualified and/or cleared (if required) individuals on staff to accomplish the task with a minimal learning curve.
- F. For temporary and/or permanent replacement personnel, the contractor shall provide a resume for each individual prior to that individual's reporting for work on this effort.

(End of custom clause)

AQD Custom Clause – Confidentiality and Disclosure of Information

Confidentiality: All information regarding the procedures developed under this contract will be regarded as sensitive information by the Contractor and not be disclosed to anyone outside the Contractor's organization without the written permission of the Contracting Officer. All contractor employees supporting the Government on this project will be required to sign a statement of non-disclosure applicable to this task order.

Release of Data: The contractor and/or contractor personnel shall not divulge or release any data or information developed or obtained in performance of this effort without approval of the Contracting Officer (CO). The contractor shall not use, disclose, or reproduce proprietary data that may or may not carry a restrictive legend, other than as required in the performance of this effort. Each Contractor employee shall complete a Commitment to Protect Non-Public, Sensitive Information Agreement.

Disclosure of Sensitive Information: Information made available to the contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer. The contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each contractor or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

Limited Use of Data: Performance of this effort may require the contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

(End of custom clause)

AQD Custom Clause – Cooperation with Other On-Site Contractors

- A. When the Government undertakes or awards other task orders or contracts for additional work at the facilities, the Contractor must: (1) fully cooperate with the other Contractors and Government employees, and (2) carefully fit its own work to such other additional contracted work as may be directed by the COR. The Contractor must not commit or permit any act that will interfere with the performance of work awarded to another Contractor or with the performance of other Government employees.
- B. In any case where, in the course of fulfilling the task order requirements, the Contractor disturbs any work guaranteed under another separate contract, the Contractor must restore such disturbed work to a condition satisfactory to the COR and guarantee such restored work to the same extent as it was guaranteed under the other contract.

(End of custom clause)

AQD Custom Clause – Return of Data

The Government shall have the right to request the Contractor to return all data provided by the Government and/or developed/generated during the performance of this requirement. The Contractor shall return all data within 15 days, upon request by the Contracting Officer. Such request can be either in writing or in email.

The Contractor shall timely convert all data, stored in electronic form, to a format, defined by the Government, within the 15-day transfer period. The Contractor shall convey such data at no-cost by the Vendor to either the Government or a designated Contractor's storage. The Contractor shall also include source code to software developed by the Vendor for the Government.

(End of custom clause)

AQD Custom Clause – Limited Use of Data

Performance of this effort may require the contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorize Government personnel or upon written approval of the Contracting Officer (CO). The contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the Government between the contractor and the data owner which provides for greater rights to the contractor.

(End of custom clause)

AQD Custom Clause – Payment for Unauthorized Work

No payments will be made for any unauthorized supplies and/or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of their own volition or at the

request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions under this effort.

(End of custom clause)

AOD Custom Clause – Contractor Performance Assessment Reporting System

1. FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.
2. The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.
3. We request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.
4. When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <https://www.cpars.gov/>.
5. Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at <https://www.cpars.gov/>.
 - a) Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.
 - b) Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.
 - c) All information provided should be reviewed for accuracy prior to submission.
 - d) If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting "Accept the Ratings and Close the Evaluation".
 - e) Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as "Pending" with or without comments and whether or not it has been closed.
 - f) If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."
6. The following guidelines apply concerning your use of the past performance evaluation:
 - a) Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.
 - b) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
 - c) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.
7. If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.
8. A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

(End of custom clause)

AQD Custom Clause – AQD Internet Protocol version 6

- (a) Any system hardware, software, firmware and/or networked component (voice, video or data) developed, procured, or acquired in support and/or performance of this contract shall be capable of transmitting, receiving, processing, forwarding and storing digital information across system boundaries utilizing system packets that are formatted in accordance with commercial standards of Internet Protocol (IP) version 6 (IPv6) as set forth in the USGv6 Profile (NIST Special Publication 500-267) and corresponding declarations of conformance defined in the USGv6 Test Program. In addition, this system shall maintain interoperability with IPv4 systems and provide at least the same level of performance and reliability capabilities of IPv4 products.
- (b) Specifically, any new IP product or system developed, acquired, or produced must:
 - 1) Interoperate with both IPv6 and IPv4 systems and products, and
 - 2) Have available contractor/vendor IPv6 technical support for development and implementation and fielded product management.
- (c) As IPv6 evolves, the Contractor commits to upgrading or providing an appropriate migration path for each item developed, delivered or utilized at no additional cost of the Government. The Contractor shall retrofit all non-IPv6 capable equipment, as defined above that is fielded under this contract with IPv6 capable equipment, at no additional cost to the Government.
- (d) The contractor shall provide technical support for both IPv4 and IPv6.
- (e) Any system or software must be able to operate on networks supporting IPv4, IPv6, or one that supports both.
- (f) Any product whose non-compliance is discovered and made known to the Contractor within one year after acceptance shall be upgraded, modified, or replaced to bring it into compliance at no additional cost to the Government.

(End of custom clause)

AQD Custom Clause – Burn Rate Management and Reporting

The vendor is required to manage this requirement to the proposed labor category ceilings. Therefore, the labor category ceilings shall be maintained for each period of performance. This requirement is not issued with the assumption that the vendor will only manage to the period of performance ceilings – this assumption shall be rejected by the Government. The awardee will be responsible for fulfilling the requirement utilizing only the proposed labor categories and staying within each labor category's proposed hours, unless the COR's written approval is received. The awardee will only be allowed to vary within labor categories and exceed the proposed labor category hours with written COR approval. Funding may not be moved between expense categories without a written modification by the Contracting Officer.

The awardee of this task order will be required to submit labor category expenditure/burn rate management reports with each electronic invoice to ensure labor category ceilings are managed. Failure to submit this supporting documentation may result in rejection of an invoice and delay payment.

(End of custom clause)

AQD Custom Clause – Productive Direct Labor Hours

The contractor can only charge the Government for "Productive Direct Labor Hours." "Productive Direct Labor Hours" are defined as those hours expended by Contractor personnel in performing work under this effort. This does not include sick leave, vacation, Government or contractor holidays, jury duty, military leave, or any other

kind of administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc.) Presidential funerals or any other unexpected government closures. All hours will be billed at a straight rate, including overtime. No premium overtime will be allowed. Any hours above 40 hours per week must be approved in writing by the COR. On-call support will only be billed when receiving a request for support.

(End of custom clause)

******END OF SOLICITATION******