

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER RCS-Q-2019-00206		PAGE OF 1 101	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 86615320R00002		6. SOLICITATION ISSUE DATE 11/15/2019
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SALLY AULTMAN			b. TELEPHONE NUMBER (No collect calls) 202-402-4282		8. OFFER DUE DATE/LOCAL TIME 12/09/2019 1400 ET
9. ISSUED BY CODE HUD-NOI US DEPARTMENT OF HUD OFFICE OF THE CHIEF PROCUREMENT OFFICER 451 SEVENTH STREET SW ROOM 5256 WASHINGTON DC 20410-1000				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 518210 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) SIZE STANDARD: \$32.5			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO CODE HUD-Q HUD-Q 451 7TH STREET SW WASHINGTON DC 20410		16. ADMINISTERED BY CODE HUD-NOI US DEPARTMENT OF HUD OFFICE OF THE CHIEF PROCUREMENT OFFICER 451 7TH STREET SW ROOM 5256 WASHINGTON DC 20410-1000					
17a. CONTRACTOR/ OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO.				<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Operation and Maintenance (O&M) and Development, Modernization and Enhancement (DME) Support for the Department of Housing and Urban Development Enterprise Talent Management System Invoice Approver/COR: BUTLER, MICHELLE Inv Approver/COR Backup1: AULTMAN, SALLY Base Period: Transition-In in accordance with PWS Task 5.7 (LH) Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>4</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				SALLY A. AULTMAN			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0002	Base Period: Hosting Services IAW PWS Section 5.2.1.1 (FFP)				
0003	Base Period: Software Licensing Subscription IAW PWS Section 5.2.1.2 (FFP)				
0004	Base Period: Project Management in accordance with PWS Tasks 5.1 - 5.1.1 (FFP)				
0005	Base Period: System Implementation in accordance with PWS Tasks 5.2 - 5.2.5.3 (FFP)				
0006	Base Period: Documentation Support in accordance with PWS Tasks 5.3 - 5.3.2 (FFP)				
0007	Base Period: Operational Support Services in accordance with PWS Tasks 5.4 - 5.4.7 (FFP)				
0008	Base Period: Training Support in accordance with PWS Task 5.5 (FFP) Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (YY/MM/DD)

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0009	Base Period Development, Modernization, and Enhancements (DME) (Optional) in accordance with PWS Task 5.6 (LH) NTE \$500,000.00				
0010	Base Period: Contractor Travel in accordance with PWS Section 1.12 (Cost) NTE \$250,000.00				
0011	Option Period One: Hosting Services IAW PWS Section 5.2.1.1 (FFP) (Option Line Item)				
0012	Option Period One: Software Licensing Subscription IAW PWS Section 5.2.1.2 (FFP) (Option Line Item)				
0013	Option Period One: Project Management in accordance with PWS Tasks 5.1 - 5.1.1 (FFP) (Option Line Item)				
0014	Option Period One: System Implementation in accordance with PWS Tasks 5.2 - 5.2.5.3 (FFP) (Option Line Item)				
0015	Option Period: One Documentation Support in accordance with PWS Tasks 5.3 - 5.3.2 (FFP) (Option Line Item)				
0016	Option Period One: Operational Support Services in accordance with PWS Tasks 5.4 - 5.4.7 (FFP) (Option Line Item)				
0017	Option Period One: Training Support in accordance with PWS Task 5.5 (FFP) (Option Line Item)				
0018	Option Period One: Development, Modernization, and Enhancements (DME) (Optional) in accordance with PWS Task 5.6 (LH) NTE \$200,000.00 Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item)				
0019	Option Period One: Contractor Travel in accordance with PWS Section 1.12 (Cost) NTE \$50,000.00 (Option Line Item)				
0020	Option Period Two: Hosting Services IAW PWS Section 5.2.1.1 (FFP) (Option Line Item)				
0021	Option Period Two: Software Licensing Subscription IAW PWS Section 5.2.1.2 (FFP) (Option Line Item)				
0022	Option Period Two: Project Management in accordance with PWS Tasks 5.1 - 5.1.1 (FFP) (Option Line Item)				
0023	Option Period Two: System Implementation in accordance with PWS Tasks 5.2 - 5.2.5.3 (FFP) (Option Line Item)				
0024	Option Period Two: Documentation Support in accordance with PWS Tasks 5.3 - 5.3.2 (FFP) (Option Line Item)				
0025	Option Period Two: Operational Support Services in accordance with PWS Tasks 5.4 - 5.4.7 (FFP) (Option Line Item)				
0026	Option Period Two: Training Support in accordance with PWS Task 5.5 (FFP) (Option Line Item)				
0027	Option Period Two: Development, Modernization, and Enhancements (DME) (Optional) in accordance with PWS Task 5.6 (LH) NTE \$500,000.00 Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item)				
0028	Option Period Two: Contractor Travel in accordance with PWS Section 1.12 (Cost) NTE \$48,000.00 (Option Line Item)				
0029	Option Period Three: Hosting Services IAW PWS Section 5.2.1.1 (FFP) (Option Line Item)				
0030	Option Period Three: Software Licensing Subscription IAW PWS Section 5.2.1.2 (FFP) (Option Line Item)				
0031	Option Period Three: Project Management in accordance with PWS Tasks 5.1 - 5.1.1 (FFP) (Option Line Item)				
0032	Option Period Three: System Implementation in accordance with PWS Tasks 5.2 - 5.2.5.3 (FFP) (Option Line Item)				
0033	Option Period Three: Documentation Support in accordance with PWS Tasks 5.3 - 5.3.2 (FFP) (Option Line Item)				
0034	Option Period Three: Operational Support Services in accordance with PWS Tasks 5.4 - 5.4.7 (FFP) (Option Line Item)				
0035	Option Period Three: Training Support in accordance with PWS Task 5.5 (FFP) (Option Line Item)				
0036	Option Period Three: Development, Modernization, and Enhancements (DME) (Optional) in accordance with PWS Task 5.6 (LH) NTE \$200,000.00 Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item)				
0037	Option Period Three Contractor Travel in accordance with PWS Section 1.12 (Cost) NTE \$48,000.00 (Option Line Item)				
0038	Option Period Four: Hosting Services IAW PWS Section 5.2.1.1 (FFP) (Option Line Item)				
0039	Option Period Four: Software Licensing Subscription IAW PWS Section 5.2.1.2 (FFP) (Option Line Item)				
0040	Option Period Four: Project Management in accordance with PWS Tasks 5.1 - 5.1.1 (FFP) (Option Line Item)				
0041	Option Period Four: System Implementation in accordance with PWS Tasks 5.2 - 5.2.5.3 (FFP) (Option Line Item)				
0042	Option Period Four: Documentation Support in accordance with PWS Tasks 5.3 - 5.3.2 (FFP) (Option Line Item)				
0043	Option Period Four: Operational Support Services in accordance with PWS Tasks 5.4 - 5.4.7 (FFP) (Option Line Item)				
0044	Option Period Four: Training Support in accordance with PWS Task 5.5 (FFP) (Option Line Item)				
0045	Option Period Four: Development, Modernization, and Enhancements (DME) (Optional) in accordance with PWS Task 5.6 (LH) NTE \$250,000.00 Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item)				
0046	Option Period Four: Contractor Travel in accordance with PWS Section 1.12 (Cost) NTE \$53,000.00 (Option Line Item)				
0047	Option Period Four: Transition-Out in accordance with PWS Section 5.8 (LH) (Option Line Item)				

SECTION II – STANDARD FORM 1449 CONTINUATION

1. **DESCRIPTION:** The U. S. Department of Housing and Urban Development (HUD), Office of the Chief Information Officer (OCIO) in support of the Office of the Chief Human Capital Officer (OCHCO) requires a contractor to provide Information Technology (IT) Support Services to acquire an Enterprise Talent Management System.
2. This acquisition is being conducted on a Full and Open competitive basis using FAR Part 12 “Commercial Items” and FAR Part 15 “Contracting by Negotiation”. The Government intends to award a contract resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors in the solicitation.
3. **NAICS CODE:** The NAICS code for this acquisition is **518210 – Data Processing, Hosting and Related Services**, which covers the pre-dominant tasks required in the Performance Work Statement (PWS).
4. **SIZE STANDARD:** \$32.5 Million
5. **PRODUCT SERVICE CODE:** D318 – IT and Telecom – Integrated Hardware/Software/ Services Solutions, Predominantly Services
6. **PERIOD OF PERFORMANCE:** This contract will consist of one (1) 12-month Base Period and four (4) 12-month Option Periods for a total period of performance of five (5) years.
7. **AWARD TYPE:** This will be a hybrid contract award with Firm-Fixed and Labor Hour (LH), Line Item Numbers (LINs).
8. **LINE ITEMS (LINS):** (a) *Labor Hour* – A line item with an established ceiling amount that the contractor may not exceed (except at its own risk) without the approval of the contracting officer. (b) *Fixed Price* – A line item price that is not subject to any adjustment based on the basis of the contractor’s cost experience in performing the contract.
9. **PLACE OF PERFORMANCE:** The work shall be performed at the Contractor’s Facility.
10. **ADDENDUM:** FAR Clause 52.212-1, “Instructions to Offerors” contains an addendum.

(Remainder of page intentionally left blank)

SECTION III – CONTRACT CLAUSES

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. The full text of the clause may be assessed electronically at this/these address(es):

<https://www.acquisition.gov/browsefar>

CLAUSES	TITLE	DATE
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-9	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	JUL 2018
52.204-19	REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	AUG 2019
52.212-4	CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS ALT I (JAN 2017)	OCT 2018
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DAT-MODIFICATIONS	OCT 2010
52.216-4	ECONOMIC PRICE ADJUSTMENT-LABOR AND MATERIAL	JAN 2017
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.223-5	POLLUTION PREVENTION & RIGHT-TO-KNOW INFORMATION	MAY 2011
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.224-3	PRIVACY TRAINING	JAN 2017
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-14	RIGHTS IN DATA – GENERAL	MAY 2014
52.227-15	REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE	DEC 2007
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.227-18	RIGHTS IN DATA EXISTING WORKS	DEC 2007
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE	DEC 2007
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987
52.232-1	PAYMENTS	APR 1984

52.232-14	NOTICE OF AVAILABILITY OF PROGRESS PAYMENTS EXCLUSIVELY FOR SMALL BUSINESS CONCERNS	APR 1984
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES ALT I	DEC 1991
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995
52.242-15	STOP-WORK ORDER	AUG 1989
52.244-2	SUBCONTRACTS	OCT 2010
52.246-6	INSPECTION-TIME-AND-MATERIAL AND LABOR-HOUR ALT I	MAY 2001
52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	DEC 2014
52.248-1	VALUE ENGINEERING	OCT 2010

FULL TEXT CLAUSES

FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs(a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs(a)(1) through (a)(3) of this provision _____ [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision(b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs(a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs(a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the dis-closure.

(End of clause)

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 (MAY 2019)

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

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (4) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (5) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 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:

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

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

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

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

(5) [Reserved].

X (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).

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

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

___ (10) [Reserved].

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

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

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

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

___ (13) [Reserved]

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

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

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

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

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

X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

X (17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4))

___ (ii) Alternate I (Jan 2017) of 52.219-9.

X (iii) Alternate II (Nov 2016) of 52.219-9.

___ (iv) Alternate III (Nov 2016) of 52.219-9.

___ (v) Alternate IV (Aug 2018) of 52.219-9

___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644€).

X (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C.637(a)(14)).

 X (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999)
(15 U.S.C. 637(d)(4)(F)(i)).

 (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

 X (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013)
(15 U.S.C. 632(a)(2)).

 (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

 (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

 X (25) 52.222-3, Convict Labor (June 2003) (E.O.11755).

 X (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2018) (E.O.13126).

 X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

 X (28) (i) 52.222-26, Equal Opportunity (Sept 2016) (E.O.11246).

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

 X (29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

 (ii) Alternate I (July 2014) of 52.222-35.

 X (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).

 (ii) Alternate I (July 2014) of 52.222-36.

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

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

 X (33) (i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

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

X (34) 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.)

___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA– Designated Items (May 2008) (42 U.S.C. 6962€(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)€). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

___ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun2016) (E.O. 13693).

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

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

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

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

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

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

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

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

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

___ (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).

X (45) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

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

___ (46) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).

___ (47) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

___ (ii) Alternate I (May 2014) of 52.225-3.

___ (iii) Alternate II (May 2014) of 52.225-3.

___ (iv) Alternate III (May 2014) of 52.225-3.

___ (48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).

___ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).

X (55) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).

___ (56) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).

___ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).

X (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

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

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

 (iii) Alternate II (Feb 2006) of 52.247-64.

€ The Contractor shall comply with the FAR clauses in this paragraph €, 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:

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

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

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

 X (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

 (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

 (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

 (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

 X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

 X (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

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

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

(52) 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.

€ (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 €(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(52) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015)
(41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

- (viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C.4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).

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

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

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

- (xiii) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).

- (B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 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 (Oct 2015) (E.O. 12989).

- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

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

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

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

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

- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph € of FAR clause 52.226-6.

- (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx.1241(b) and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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 10 days.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(52) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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.

€ The total duration of this contract, including the exercise of any options under this clause, shall not the period of time set in the Schedule except that extensions pursuant to FAR 52.217-8 permit the duration to extend up to 6 months beyond the stated limit.

(End of clause)

HUDAR 2452.203-70 PROHIBITION AGAINST THE USE OF GOVERNMENT EMPLOYEES (APR 2019)

In accordance with Federal Acquisition Regulation 3.601, contracts are not to be awarded to Federal employees or a business concern or other organization owned or substantially owned or controlled by one or more Federal employees. For the purposes of this contract, this prohibition against the use of Federal employees includes any work performed by the contractor or any of its employees, subcontractors, or consultants.

(End of clause)

HUDAR 2452.204-70 PRESERVATION OF, AND ACCESS TO, CONTRACT RECORDS (TANGIBLE AND ELECTRONICALLY STORED INFORMATION (ESI) FORMATS) ALTERNATE II (DEC 2012)

(52) For the purposes of this clause-

Contract records means information created or maintained by the contractor in the performance of the contract. Contract records include documents required to be retained in accordance with FAR 4.703 and other information generated or maintained by the contractor that is pertinent to the contract and its performance including, but not limited to: email and attachments, formal and informal correspondence, calendars, notes, reports, memoranda, spreadsheets, tables, telephone logs, forms, survey, books, papers, photographs, drawings, machine-readable materials, and data. Contract records may be maintained as electronically stored information or as tangible materials. Contract records may exist in either final or any interim version (e.g., drafts that have been circulated for official purposes and contain unique information, such as notes, edits, comments, or highlighting). Contract records may be located or stored on the contractor's premises or at off-site locations.

Electronically stored information (ESI) means any contract records that are stored on, or generated by, an electronic device, or contained in electronically accessible media, either owned by the contractor, subcontractor(s), or employees of the contractor or subcontractor(s) regardless of the physical location of the device or media (e.g., offsite servers or data storage). ESI devices and media include, but are not be limited to:

- (52) Computers (mainframe, desktop, and laptop);
 - (2) Network servers, including shared and personal drives;
 - (3) Individual email accounts of the contractor's principals, officers, and employees, including all folders contained in each email account such as "inbox," "outbox," "drafts," "sent," "trash," "archive," and any other folders;
 - (4) Personal data assistants (PDAs);
 - (5) External data storage devices including portable devices (e.g., flash drive); and
 - (6) Data storage media (magnetic, e.g., tape; optical, e.g., compact disc, microfilm, etc.).
- Tangible materials means contract records that exist in a physical (i.e., non-electronic) state.
- (b) If during the period of performance of this contract, HUD becomes, or anticipates becoming, a party to any litigation concerning matters related to records maintained or generated by the Contractor in the performance of this contract, the Contracting Officer may provide the contractor with a written (either hardcopy or email) preservation hold notice and certification of compliance with the preservation hold notice. Upon receipt of the hold notice, the Contractor shall immediately take the following actions-

(52) Discontinue any alteration, overwriting, deletion, or destruction of all tangible materials and ESI.

(2) Preserve tangible materials and ESI. The contractor shall preserve ESI in its “native” form to preserve metadata (i.e., creation and modification history of a document).

(3) Identify all individuals who possess or may possess tangible materials and ESI related to this matter, including contractor employees, subcontractors, and subcontractor employees. The contractor shall provide the names of all such individuals via email to the HUD official indicated in the notice.

(4) Document in writing the contractor’s efforts to preserve tangible materials and ESI. It may be useful to maintain a log documenting preservation efforts.

(5) Complete the certification of compliance with the preservation hold notice upon receipt and return it to the identified contact person; and

(6) Upon the request of the Contracting Officer, provide the Contracting Officer or other HUD official designated by the Contracting Officer with any of the information described in this clause. The contractor shall immediately confirm receipt of such request. The contractor shall describe in detail any records that the contractor knows or believes to be unavailable and provide a detailed explanation of why they are unavailable, and if known, their location.

€(1) If any request for records pursuant to paragraph (b)(6) of this clause causes an increase in the estimated cost or price or the time required for performance of any part of the work under this contract, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

(52) Ceiling price;

(ii) Hourly rates;

(iii) Delivery schedule; or

(iv) Other affected terms.

(2) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the Contracting Officer’s request made pursuant to paragraph (b)(6) of this clause. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a request submitted before final payment of the contract.

(3) Failure to agree to any adjustment shall be a dispute under the “Disputes” clause of this contract. However, nothing in this clause shall excuse the contractor from providing the records requested by the Contracting Officer.

€ The Contractor shall include this clause in all subcontracts.

(End of clause)

HUDAR 2452.208-71 REPRODUCTION OF REPORTS (APR 2019)

In accordance with Title I of the Government Printing and Binding Regulations, printing of reports, data or other written material, if required herein, is authorized provided that the material produced does not exceed 5,000 production units of any page and that items consisting of multiple pages do not exceed 25,000 production units in aggregate. The aggregate number of production units is determined by multiplying pages times copies. A production unit is one sheet, size 8.5 by 11 inches or less, printed on one side only and in one color. All copy preparation to produce camera-ready copy for reproduction must be set by methods other than hot metal typesetting. The reports should be produced by methods employing stencils, masters and plates which are to be used on single unit duplicating equipment no larger than 11 by 17 inches with a maximum image of 10 $\frac{3}{4}$ by 14 $\frac{1}{4}$ inches and are prepared by methods or devices that do not utilize reusable contact negatives and/or positives prepared with a camera requiring a darkroom. All reproducibles (camera-ready copies for reproduction by photo offset methods) shall become the property of the Government and shall be delivered to the Government with the report, data or other written materials.

(End of clause)

HUDAR 2452.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (APR 1984)

(52) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a Government contract and a Contractor's organizational, financial, contractual or other interests are such that:

- (1) Award of the contract may result in an unfair competitive advantage; or
- (2) The Contractor's objectivity in performing the contract work is or might be otherwise may be impaired.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The Government may, however, terminate the contract for the convenience of the Government if it would be in the best interest of the Government.

€ In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.

(d) The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

(End of clause)

HUDAR 2452.215-71 RELATIVE IMPORTANCE OF TECHNICAL EVALUATION FACTORS TO COST OR PRICE (DEC 2012)

For the purposes of evaluating offers and the selection of the contractor or contractors under this solicitation, the relative merit of the offeror’s technical proposal as evaluated in accordance with the technical evaluation factors listed herein shall be considered “significantly more important than,” cost or price. While the proposed cost or price will not be assigned a specific weight, it shall be considered a significant criterion in the overall evaluation of proposals.

(End of clause)

HUDAR 2452.222-70 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES (FEB 2006)

The Contractor shall assure that any meeting, conference, or seminar held pursuant to the contract meets all applicable standards for accessibility to persons with disabilities pursuant to section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and any implementing regulations of the Department.

The Contractor shall be responsible for ascertaining the specific accessibility needs (e.g., sign language interpreters) for each meeting, conference, or seminar in light of the known or anticipated attendees.

(End of clause)

HUDAR 2452.219-73 INCOPORATION OF SUBCONTRACTING PLAN (DEC 2012)

The Contractor’s approved subcontracting plan, dated TBD is hereby incorporated by reference and made a part of this contract.

(End of clause)

HUDAR 2452.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (DEVIATION MAY 2017) ALTERNATE II (APR 2019)

(52)*Payment schedule.* Payment of the contract price (see Section B of the contract) will be made upon completion and acceptance of all work unless a partial payment schedule is included

below: *Payment table is not applicable*

Partial	Applicable	Delivery	Payment
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Payment Number	Contract Deliverable	Date	Amount
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1. []

2. []

3. []

[Continue as necessary]

(b) *Submission of invoices.*

(52) The Contractor shall obtain access and submit invoices to the Department of Treasury Bureau of Fiscal Services' Invoice Platform Processing System via the Web at URL: <https://arc.publicdebt.treas.gov/ipp/fsippqrg.htm> in accordance with the instructions on the Web site. To constitute a proper invoice, the invoice must include all items required by the FAR clause at 52.232– 25, “Prompt Payment.”

(2) To assist the government in making timely payments, the contractor is also requested to include on each invoice the appropriation number shown on the contract award document (e.g., block 14 of the Standard Form (SF) 26, block 21 of the SF– 33, or block 25 of the SF–1449). € *Contractor remittance information.* The contractor shall provide the payment office with all information required by other payment clauses or other supplemental information (e.g., contracts for commercial services) contained in this contract.

(d) *Final invoice payment.* The final invoice will not be paid prior to certification by the Contracting Officer that all work has been completed and accepted.

(End of Clause)

HUDAR 2452.232-71 VOUCHER SUBMISSION (COST- REIMBURSEMENT, TIME- AND- MATERIALS, AND LABOR HOUR) (DEVIATION MAY 2017) ALTERNATE II (APR 2019)

(52) Voucher Submission.

(52) The Contractor shall obtain access and submit invoices to the Department of Treasury Bureau of Fiscal Services' Invoice Platform Processing System via the Web at URL: <https://arc.publicdebt.treas.gov/ipp/fsippqrg.htm> in accordance with the instructions on the website. To constitute a proper voucher, in addition to the items required by the clause at FAR 52.232-25, Prompt Payment, the voucher shall show the elements of cost for the billing period and the cumulative costs to date.

(2) To assist the government in making timely payments, the contractor is requested to include on each voucher the applicable appropriation number(s) shown on the award or subsequent

modification document (e.g., block 14 of the Standard Form (SF) 26 or block 21 of the SF-33).

(b) Contractor Remittance Information.

(52) The Contractor shall provide the payment office with all information required by other payment clauses contained in this contract.

(2) The contractor shall submit all necessary supporting documentation with vouchers that adequately demonstrate that costs claimed 1) have been incurred (including time sheets from the prime's and subcontractor's automated or manual time tracking records and paid invoices for materials acquired), 2) reflect that they are allocable to the contract tasks, and 3) comply with cost principles in the Federal Acquisition Regulation and HUD Acquisition Regulation. The contracting officer may disallow all or part of a claimed cost that is inadequately supported.

(3) For time-and-materials and labor-hour contracts, the Contractor shall aggregate vouchered costs by the individual task for which the costs were incurred and clearly identify the task or job.

€ Final Payment. The final payment shall not be made until the Contracting Officer has certified that the contractor has complied with all terms of the contract.

(End of Clause)

HUDAR 2452.232-72 LIMITATION OF GOVERNMENT'S OBLIGATION (DEC 2012)

(52) Funds are not available for full funding of all contract line items under this contract. The incrementally funded line items and their anticipated funding schedule are as follows:

Contract line item number	Total price	Amount of current funding	Anticipated date(s) of future funding

The contracting officer will revise this table as funds are allotted to the contract.

(b) For the incrementally funded line item(s) in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract for these contract line items. The Contractor is not authorized to continue work on the incrementally funded line item(s) beyond that point. The Government will in no event be obligated to reimburse the Contractor in excess of the amount allotted to the contract for the incrementally funded line item(s) regardless of anything to the contrary in the clause entitled " Termination for Convenience of the Government ." As used in this clause, the total amount payable by the Government in the event of termination for convenience of applicable line item(s) includes costs, profit, and estimated termination settlement costs for those line item(s).

€ Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable line item(s). This notification will state: the estimated date when that point will be reached; and an estimate of the amount of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause (or to another mutually agreed-upon date). The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the line item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed-upon date, the Contracting Officer will terminate any line item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled " Termination for Convenience of the Government ."

(d) When additional funds are allotted for continued performance of the incrementally funded line item(s), the parties will agree to the period of contract performance covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed-upon date(s), and the contract will be modified accordingly.

€ If the Contractor incurs additional costs or is delayed in the performance of the work under this contract solely by reason of the failure of the Government to allot additional funds in amounts sufficient for timely performance of the incrementally funded line item(s), and then additional funds are allotted, an equitable adjustment will be made in the line item price(s) or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder shall be considered a dispute subject to the " Disputes " clause in this contract.

(f) The Government may allot additional funds for the performance of the incrementally-funded line item(s) at any time prior to termination.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled " Default ." The provisions of this clause are limited to the work and allotment of funds for the incrementally funded line item(s) and will no longer apply once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and € of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled " Termination for Convenience of the Government ."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(End of clause)

HUDAR 2452.232-74 NOT TO EXCEED LIMITATION (MAR 2016)

(52) The total estimated funds needed for the performance of this contract are not yet obligated. The total obligation of funds available at this time for performance of work or deliveries is [insert amount]. The Government shall not order, nor shall the contractor be authorized or required to accept orders for, or perform work on such orders (or perform any other work on this contract) or make deliveries that exceed the stated funding limit.

(b) When funding is available, the Government may unilaterally increase the amount obligated through contract funding modification(s) until the full contract value has been obligated. If a contract funding modification is not in place by the time the performance of the work or deliveries have reached the stated funding limit, the contractor must stop performing services and deliveries and may not start again until the contractor is notified through a contract funding modification that funds are available to continue services and deliveries.

(End of clause)

HUDAR 2452.237-70 KEY PERSONNEL (FEB 2006)

(a) Definition. “Personnel” means employees of the contractor, or any subcontractor(s), affiliates, joint venture partners, or team members, and consultants engaged by any of those entities.

(b) The personnel specified below are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other projects, the contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the contractor without the written consent of the Contracting Officer.

Key personnel shall perform as follows: [List Key Personnel and/or positions, and tasks, percentage of effort, number of hours, etc., for which they are responsible, as applicable.]

<i>Key Personnel and/or positions</i>	<i>Tasks</i>	<i>Percentage of Effort</i>	<i>Number of hours</i>
Contract Manager/Project Manager		100%	
Alternate Contract Manager/Project Manager			
<i>* Add additional rows if needed</i>			

(End of clause)

HUDAR 2452.237-73 CONDUCT OF WORK AND TECHNICAL GUIDANCE (APR 2019)

(52) The Contracting Officer will provide the contractor with the name and contact information of the Contracting Officer's Representative (COR) assigned to this contract. The COR will serve as the contractor's liaison with the Contracting Officer with regard to the conduct of work. The Contracting Officer will notify the contractor in writing of any change to the current COR's status or the designation of a successor COR.

(b) The COR for liaison with the contractor as to the conduct of work is Gabriele Williams or a successor designated by the Contracting Officer.

€ The COR will provide guidance to the contractor on the technical performance of the contract. Such guidance shall not be of a nature which:

(52) Causes the contractor to perform work outside the statement of work or specifications of the contract;

(2) Constitutes a change as defined in FAR 52.243-1;

(3) Causes an increase or decrease in the cost of the contract;

(4) Alters the period of performance or delivery dates; or

(5) Changes any of the other express terms or conditions of the contract.

(d) The COR will issue technical guidance in writing or, if issued orally, he/she will confirm such direction in writing within five calendar days after oral issuance. The COR may issue such guidance via telephone, facsimile (fax), or electronic mail.

€ Other specific limitations: N/A

(f) The contractor shall promptly notify the Contracting Officer whenever the contractor believes that guidance provided by any government personnel, whether or not specifically provided pursuant to this clause, is of a nature described in paragraph (b) above.

(End of clause)

HUDAR 2452.237-75 ACCESS TO HUD FACILITIES (APR 2019)

(52) Definitions. As used in this clause –

“Access” means physical entry into and, to the extent authorized, mobility within a Government facility.

“Contract” means any authorized contractual instrument, including but not restricted to task orders, purchase orders, Blanket Purchase Agreement calls, etc.

“Contractor employee” means an employee of the prime contractor or of any subcontractor,

affiliate, partner, joint venture, or team members with which the contractor is associated. It also includes consultants engaged by any of those entities.

“Facility” and “Government facility” mean buildings, including areas within buildings that are owned, leased, shared, occupied, or otherwise controlled by the Federal Government.

“NACI” means National Agency Check with Inquiries, the minimum background investigation prescribed by the U.S. Office of Personnel Management.

“PIV Card” means the Personal Identity Verification (PIV) Card, the Federal Government-issued identification credential (identification badge).

(b) General. The performance of this contract requires contractor employees to have access to HUD facilities. All such employees who do not already possess a current PIV Card acceptable to HUD shall be required to provide personal background information, undergo a background investigation (NACI or other OPM-required or approved investigation), including an FBI National Criminal History Fingerprint Check, and obtain a PIV Card prior to being permitted Unescorted access to any such facility in performance of this contract. HUD may accept a PIV Card issued by another Federal Government agency but shall not be required to do so. No contractor employee will be permitted unescorted access to a HUD facility without a proper PIV Card.

€ Background information.

(1) For each contractor employee subject to the requirements of this clause and not in possession of a current PIV Card acceptable to HUD, the contractor shall submit the following properly completed forms: Electronic Standard Form (SF) 85, “Questionnaire for Non-sensitive Positions via e-QIP,” completed USAccess enrollment (electronic fingerprinting) and Optional Form (OF) 306 (Items 1 thru 17). The SF-85 and OF-306 are available from the OPM website, <http://www.opm.gov>. The Electronic questionnaire is available on OPM’s e-QIP site <https://www.opm.gov/investigations/e-qip-application/>. The COR will provide all other forms that are not obtainable via the Internet.

(2) The contractor shall deliver the forms and information required in paragraph €(1) of this clause to the COR as secure as possible.

(3) The information provided in accordance with paragraph €(1) of this clause will be used to perform a background investigation to determine the suitability of the contractor employees to have access to Government facilities. After completion of the investigation, the COR will notify the contractor in writing when any contractor employee is determined to be unsuitable for access to a Government facility. The contractor shall immediately remove such employee(s) from work on this contract that requires physical presence in a Government facility.

(4) Affected contractor employees who have had a federal background investigation without a subsequent break in federal employment or federal contract service exceeding 2 years may be exempt from the investigation requirements of this clause subject to verification of the previous investigation. For each such employee, the contractor shall submit the following information in lieu of the forms and information listed in paragraph €(1) of this clause: completed PIV & Pre-

Security Form.

(d) PIV Cards.

(1) HUD will issue a PIV Card to each contractor employee who is to be given access to HUD facilities and who does not already possess a PIV Card acceptable to HUD (see paragraph (b) of this clause). HUD will not issue the PIV Card until the contractor employee has successfully cleared the FBI National Criminal History Fingerprint Check, HUD has initiated the background investigation for the contractor employee and a Security Approval Notice from HUD PSD via PSDContractorIn-box@hud.gov has been received. Initiation is defined to mean that all background information required in paragraph (c)(1) of this clause has been delivered to HUD. The employee may not be given access prior to those three events. HUD may issue a PIV Card and grant access pending the completion of the background investigation. HUD will revoke the PIV Card and the employee's access if the background investigation process (including adjudication of investigation results) for the employee has not been completed within 6 months after the issuance of the PIV Card.

(2) PIV Cards shall identify individuals as contractor employees. Contractor employees shall display their PIV Cards on their persons at all times while working in a HUD facility, and shall present cards for inspection upon request by HUD officials or HUD security personnel.

(3) The contractor shall be responsible for all PIV Cards issued to the contractor's employees and shall immediately notify the COR if any PIV Card(s) cannot be accounted for. The contractor shall promptly return PIV Cards to HUD as required by the FAR clause at 52.204-9. The contractor shall notify the COR immediately whenever any contractor employee no longer has a need for his/her HUD-issued PIV Card (e.g., employee terminates employment with the contractor, employee's duties no longer require access to HUD facilities). The COR will instruct the contractor as to how to return the PIV Card. Upon expiration of this contract, the COR will instruct the contractor as to how to return all HUD-issued PIV Cards not previously returned. Unless otherwise directed by the Contracting Officer, the contractor shall not return PIV Cards to any person other than the COR.

(4) The contractor shall submit a report to the Contracting Officer and COR no later than 5 calendar days after the end of each calendar quarter that provides the status of each employee who is required to work in a HUD facility during the performance of the contract. At a minimum, the report shall identify the contractor and the contract number, and list for each employee the following information:

- (i) Employee name;
- (ii) Name of HUD facility where employee works;
- (iii) Date background check submitted;
- (iv) Date PIV Card issued;
- (v) PIV card number;
- (vi) Date employee no longer has need of HUD PIV Card;
- (vii) Date CO and COR were notified; and
- (viii) Date PIV Card returned to COR.

€ Control of access. HUD shall have, and exercise, complete control over granting, denying,

withholding, and terminating access of contractor employees to HUD facilities. The COR will notify the contractor immediately when HUD has determined that an employee is unsuitable or unfit to be permitted access to a HUD facility. The contractor shall immediately notify such employee that he/she no longer has access to any HUD facility, remove the employee from any such facility that he/she may be in, and provide a suitable replacement in accordance with the requirements of this clause.

(f) Access to HUD information systems. If this contract requires contractor employees to have access to HUD information system(s), application(s), or information contained in such systems, the contractor shall comply with all requirements of HUDAR clause 2452.239-70, Access to HUD Systems, including providing for each affected employee any additional background investigation forms prescribed in that clause.

(g) Subcontracts. The contractor shall incorporate this clause in all subcontracts where the requirements specified in paragraph (b) of this section are applicable to performance of the subcontract.

(End of clause)

HUDAR 2452.237-77 TEMPORARY CLOSURE OF HUD FACILITIES (MAR 2016)

(a)(1) The Department of Housing and Urban Development observes the following days as holidays—

New Year's Day

Martin Luther King's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

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

2) When any holiday specified in (a)(1) falls on a Saturday, the preceding Friday shall be observed. When any such holiday falls on a Sunday, the following Monday shall be observed. Observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(b)(1) HUD may close a HUD facility for all or a portion of a business day as a result of-

(52) Granting administrative leave to non-essential HUD employees (e.g., unanticipated

holiday);

(B) Inclement weather;

€ Failure of Congress to appropriate operational funds;

(D) Or any other reason.

(2) In such cases, contractor personnel not classified as essential, i.e., not performing critical round-the-clock services or tasks, who are not already on duty at the facility shall not report to the facility. Such contractor personnel already present shall be dismissed and shall leave the facility.

(3) The contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled for performance during the period in which HUD employees are dismissed, and shall be guided by any specific instructions of the Contracting Officer or his/her duly authorized representative.

€ When contractor personnel services are not required or provided due to closure of a HUD facility as described in this clause, the contractor shall be compensated as follows—

(52) For fixed price contracts, deductions in the contractor's price will be computed as follows—

(52) The deduction rate in dollars per day will be equal to the per month contract price divided by the number of business days in each month.

(B) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

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

(2) For cost-reimbursement, time-and-materials and labor-hour type contracts, HUD shall not reimburse as direct costs, the costs of salaries or wages of contractor personnel for the period during which such personnel are dismissed from, or do not have access to, the facility.

(End of clause)

HUDAR 2452.237-79 POST AWARD CONFERENCE (MAR 2016)

The Contractor shall be required to attend a post-award conference on **TBD** to be held at U.S. Department of Housing and Urban Development, 451 7th Street S.W., Washington, DC 20410, unless other arrangements are made. All Contractors must have a valid ID for security clearance into the building.

(End of clause)

HUDAR 2452.239-70 ACCESS TO HUD SYSTEMS (APR 2019)

(52) Definitions: As used in this clause –

“Access” means the ability to obtain, view, read, modify, delete, and/or otherwise make use of information resources.

“Application” means the use of information resources (information and information technology) to satisfy a specific set of user requirements (see OMB Circular A-130).

“Contract” means any authorized contractual instrument, including but not restricted to task orders, purchase orders, Blanket Purchase Agreement calls, etc.

“Contractor employee” means an employee of the prime contractor or of any subcontractor, affiliate, partner, joint venture, or team members with which the contractor is associated. It also includes consultants engaged by any of those entities.

“Mission-critical system” means an information technology or telecommunications system used or operated by HUD or by a HUD contractor, or organization on behalf of HUD, that processes any information, the loss, misuse, disclosure, or unauthorized access to, or modification of which would have a debilitating impact on the mission of the agency.

“NACI” means a National Agency Check with Inquiries, the minimum background investigation prescribed by OPM.

“PIV Card” means the Personal Identity Verification (PIV) Card, the Federal Government-issued identification credential (i.e., identification badge).

“Sensitive information” means any information of which the loss, misuse, or unauthorized access to, or modification of, could adversely affect the national interest, the conduct of federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

“System” means an interconnected set of information resources under the same direct management control, which shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people (see OMB Circular A-130). System includes any system owned by HUD or owned and operated on HUD’s behalf by another party.

(b) General.

(1) The performance of this contract requires contractor employees to have access to a HUD system or systems. All such employees who do not already possess a current PIV Card acceptable to HUD shall be required to provide personal background information, undergo a

background investigation (NACI or other OPM-required or approved investigation), including an FBI National Criminal History Fingerprint Check, and obtain a PIV Card prior to being permitted access to any such system in performance of this contract. HUD may accept a PIV Card issued by another Federal Government agency but shall not be required to do so. No contractor employee will be permitted access to any HUD system without a PIV Card.

(2) All contractor employees who require access to mission-critical systems or sensitive information contained within a HUD system or application(s) are required to have a more extensive background investigation. The investigation shall be commensurate with the risk and security controls involved in managing, using, or operating the system or applications(s).

€ Citizenship-related requirements. Each affected contractor employee as described in paragraph (b) of this clause shall be:

(52) A United States (U.S.) citizen; or,

(2) A national of the United States (see 8 U.S.C. 1408); or,

(3) An alien lawfully admitted into, and lawfully permitted to be employed in the United States, provided that for any such individual, the Government is able to obtain sufficient background information to complete the investigation as required by this clause. Failure on the part of the contractor to provide sufficient information to perform a required investigation or the inability of the Government to verify information provided for affected contractor employees will result in denial of their access.

(d) Background investigation process.

(52) The Contracting Officer's Representative (COR) shall notify the contractor of those contractor employee positions requiring background investigations.

(52) For each contractor employee requiring access to HUD information systems, the contractor shall submit the following properly completed forms: Electronic Standard Form (SF) 85, "Questionnaire for Non-sensitive Positions" via e-QIP, completed USAccess enrollment (electronic fingerprinting) and Optional Form (OF) 306 (Items 1 thru 17). The SF-85 and OF-306 are available from the OPM website, <http://www.opm.gov>. The Electronic questionnaire is available on OPM's e-QIP site <https://www.opm.gov/investigations/e-qip-application/>.

(ii) For each contractor employee requiring access to mission-critical systems and/or sensitive information contained within a HUD system and/or application(s), the contractor shall submit the following properly completed forms: Electronic SF-85P, "Questionnaire for Public Trust Positions" via e-QIP;" Electronic Standard Form (SF) 85, "Questionnaire for Non-sensitive Positions via e-QIP," completed USAccess enrollment (electronic fingerprinting) and Optional Form (OF) 306 (Items 1 thru 17). The SF-85 and OF-306 are available from the OPM website, <http://www.opm.gov>. The Electronic questionnaire is available on OPM's e-QIP site <https://www.opm.gov/investigations/e-qip-application/>; and a Fair Credit Reporting Act form

(authorization for the credit-check portion of the investigation). Contractor employees shall complete the Medical Release behind the SF-85P.

(iii) The electronic questionnaires (e-QIP) SF-85, 85P, and OF-306 are available from OPM's websites <https://www.opm.gov/investigations/e-qip-application/> and <http://www.opm.gov>. The COR will provide all other forms that are not obtainable via the Internet.

(2) The contractor shall deliver the forms and information required in paragraph (d)(1) of this clause to the COR as securely as possible.

(3) Affected contractor employees who have had a federal background investigation without a subsequent break in federal employment or federal contract service exceeding 2 years may be exempt from the investigation requirements of this clause subject to verification of the previous investigation. For each such employee, the contractor shall submit the following information in lieu of the forms and information listed in paragraph (d)(1) of this clause: PIV & Pre-Security Form.

(4) The investigation process shall consist of a range of personal background inquiries and contacts (written and personal) and verification of the information provided on the investigative forms described in paragraph (d)(1) of this clause.

(5) Upon completion of the investigation process, the COR will notify the contractor if any contractor employee is determined to be unsuitable to have access to the system(s), application(s), or information. Such an employee may not be given access to those resources. If any such employee has already been given access pending the results of the background investigation, the contractor shall ensure that the employee's access is revoked immediately upon receipt of the COR's notification.

(6) Failure of the COR to notify the contractor (see subparagraph (d)(1)) of any employee who should be subject to the requirements of this clause and is known, or should reasonably be known, by the contractor to be subject to the requirements of this clause, shall not excuse the contractor from making such employee(s) known to the COR. Any such employee who is identified and is working under the contract, without having had the appropriate background investigation or furnished the required forms for the investigation, shall cease to perform such work immediately and shall not be given access to the system(s)/application(s) described in paragraph (b) of this clause until the contractor has provided the investigative forms required in paragraph (d)(1) of this clause for the employee to the COR.

(7) The contractor shall notify the COR in writing whenever a contractor employee for whom a background investigation package was required and submitted to HUD, or for whom a background investigation was completed, terminates employment with the contractor or otherwise is no longer performing work under this contract that requires access to the system(s), application(s), or information. The contractor shall provide a copy of the written notice to the Contracting Officer.

€ PIV Cards.

(1) HUD will issue a PIV Card to each contractor employee who is to be given access to HUD systems and does not already possess a PIV Card acceptable to HUD (see paragraph (b) of this clause). HUD will not issue the PIV Card until the contractor employee has successfully cleared an FBI National Criminal History Fingerprint Check, HUD has initiated the background investigation for the contractor employee and a Security Approval Notice from HUD PSD via PSDContractorIn-box@hud.gov has been received. Initiation is defined to mean that all background information required in paragraph (d)(1) of this clause has been delivered to HUD. The employee may not be given access prior to those three events. HUD may issue a PIV Card and grant access pending the completion of the background investigation. HUD will revoke the PIV Card and the employee's access if the background investigation process (including adjudication of investigation results) for the employee has not been completed within 6 months after the issuance of the PIV Card.

(2) PIV Cards shall identify individuals as contractor employees. Contractor employees shall display their PIV Cards on their persons at all times while working in a HUD facility, and shall present cards for inspection upon request by HUD officials or HUD security personnel.

(3) The contractor shall be responsible for all PIV Cards issued to the contractor's employees and shall immediately notify the COR if any PIV Card(s) cannot be accounted for. The contractor shall promptly return PIV Cards to HUD as required by the FAR clause at 52.204-9. The contractor shall notify the COR immediately whenever any contractor employee no longer has a need for his/her HUD-issued PIV Card (e.g., the employee terminates employment with the contractor, the employee's duties no longer require access to HUD systems). The COR will instruct the contractor as to how to return the PIV Card. Upon expiration of this contract, the COR will instruct the contractor as to how to return all HUD-issued PIV Cards not previously returned. Unless otherwise directed by the Contracting Officer, the contractor shall not return PIV Cards to any person other than the COR.

(4) The contractor shall submit a report to the Contracting Officer and COR no later than 5 calendar days after the end of each calendar quarter that provides the status of each employee who is required to work in a HUD facility during the performance of the contract. At a minimum, the report shall identify the contractor and the contract number, and list for each employee the following information:

- (i) Employee name;
- (ii) Name of HUD facility where employee works;
- (iii) Date background check submitted;
- (iv) Date PIV Card issued;
- (v) PIV card number;
- (vi) Date employee no longer has need of HUD PIV Card;
- (vii) Date CO and COR were notified; and
- (viii) Date PIV Card returned to COR.

(f) Control of access. HUD shall have and exercise full and complete control over granting, denying, withholding, and terminating access of contractor employees to HUD systems. The COR will notify the contractor immediately when HUD has determined that an employee is

unsuitable or unfit to be permitted access to a HUD system. The contractor shall immediately notify such employee that he/she no longer has access to any HUD system, physically retrieve the employee's PIV Card from the employee, and provide a suitable replacement employee in accordance with the requirements of this clause.

(g) Incident response notification. An incident is defined as an event, either accidental or deliberate, that results in unauthorized access, loss, disclosure, modification, or destruction of information technology systems, applications, or data. The contractor shall immediately notify the COR and the Contracting Officer of any known or suspected incident, or any unauthorized disclosure of the information contained in the system(s) to which the contractor has access.

(h) Nondisclosure of information.

(52) Neither the contractor nor any of its employees shall divulge or release data or information developed or obtained during performance of this contract, except to authorized government personnel with an established need to know, or upon written approval of the Contracting Officer. Information contained in all source documents and other media provided by HUD is the sole property of HUD.

(2) The contractor shall require that all employees who may have access to the system(s)/applications(s) identified in paragraph (b) of this clause sign a pledge of nondisclosure of information. The employees shall sign these pledges before they are permitted to perform work under this contract. The contractor shall maintain the signed pledges for a period of 3 years after final payment under this contract. The contractor shall provide a copy of these pledges to the COR.

(i) Security procedures.

(1) The Contractor shall comply with applicable federal and HUD statutes, regulations, policies, and procedures governing the security of the system(s) to which the contractor's employees have access including, but not limited to:

(52) The Federal Information Security Management Act (FISMA);

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

(iii) HUD Handbook 2400.25, Information Technology Security Policy; (iv) HUD Handbook 732.3, Personnel Security/Suitability; (v) Federal Information Processing Standards 201 (FIPS 201), Sections 2.1 and 2.2;

(iv) Homeland Security Presidential Directive 12 (HSPD-12); and

(v) OMB Memorandum M-05-24, Implementing Guidance for HSPD-12.

The HUD Handbooks are available online at: <http://www.hud.gov/offices/adm/hudclips/> or from the COR.

(2) The contractor shall develop and maintain a compliance matrix that lists each requirement set

forth in paragraphs, (b), (c), (d), (e), (f), (g), (h), (i)(1), and (m) of this clause with specific actions taken, and/or procedures implemented, to satisfy each requirement. The contractor shall identify an accountable person for each requirement, the date upon which actions/procedures were initiated/completed and certify that information contained in this compliance matrix is correct. The contractor shall ensure that information in this compliance matrix is complete, accurate, and up-to-date at all times for the duration of this contract. Upon request, the contractor shall provide copies of the current matrix to HUD.

(3) The Contractor shall ensure that its employees, in performance of the contract, receive annual training (or once if the contract is for less than one year) in HUD information technology security policies, procedures, computer ethics, and best practices in accordance with HUD Handbook 2400.25.

(j) Access to contractor's systems. The Contractor shall afford HUD, including the Office of Inspector General, access to the Contractor's facilities, installations, operations, documentation (including the compliance matrix required under paragraph (i)(2) of this clause), databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out, but not limited to, any information security program activities, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of HUD data and systems, or to the function of information systems operated on behalf of HUD, and to preserve evidence of computer crime.

(k) Contractor compliance with this clause. Failure on the part of the contractor to comply with the terms of this clause may result in termination of this contract for default.

(l) Physical access to Federal Government facilities. The contractor and any subcontractor(s) shall also comply with the requirements of HUDAR clause 2452.237-75 when the contractor's or subcontractor's employees will perform any work under this contract on site in a HUD or other Federal Government facility.

(m) Subcontracts. The contractor shall incorporate this clause in all subcontracts where the requirements specified in paragraph (b) of this section are applicable to performance of the subcontract.

(End of clause)

HUDAR 2452.239-71 INFORMATION TECHNOLOGY VIRUS SECURITY (FEB 2006)

(a) The contractor hereby agrees to make every reasonable effort to deliver information technology products to HUD free of known computer viruses. The contractor shall be responsible for examining all such products prior to their delivery to HUD using software tools and processes capable of detecting all known viruses.

(b) The contractor shall include the following statement on deliveries of hardware, software, and data products, including diskettes, made under this contract:

[product description, part/catalog number, other identifier, and serial number, if any]

“This product has been scanned for known viruses using [name of virus-screening product, including version number, if any] and is certified to be free of known viruses at the time of delivery.”

€ The Contracting Officer may assess monetary damages against the contractor sufficient to compensate HUD for actual or estimated costs resulting from computer virus damage or malicious destruction of computer information arising from the contractor’s failure to take adequate precautions to preclude delivery of virus-containing products in the delivery of hardware, software, or data on diskettes under this contract.

(d) This clause shall not limit the rights of the government under any other clause of this contract.

(End of clause)

HUDAR 2452.244-70 CONSENT TO SUBCONTRACT (MAR 2016)

(a) Due to the substantive nature of subcontracting that may be necessary during performance of this contract, the Contracting Officer has determined that a consent for individual subcontracts is required to adequately protect the Government. Consent is required for –

(1) Cost-reimbursement, time-and- materials, or labor-hour subcontracts, or combination of such, in excess of \$150,000 per year to a single subcontractor or consultant;

(2) Fixed price subcontracts in excess of 25% of the annual contract value to a single subcontractor or consultant.

(b) If subcontracts meeting the above parameters were not provided during the negotiation of the original contract award, the Contractor shall obtain post award consent and provide signed copies of the subcontract agreements within 10 days of consent.

€ The Contractor shall provide the Contracting Officer with 30 days advance notification prior to changing subcontractors or existing subcontracting agreements, unless precluded due to circumstances beyond the control of the contractor. If advance notification is not feasible, the Contractor shall provide notification to the Contracting Officer no later than 10 days after the Contractor identifies the need to replace a subcontractor. The notification shall include a copy of the proposed new subcontracting agreement. Upon consent and finalization of the final subcontract agreement, the Contractor shall provide a copy of the signed agreement to the Contracting Officer.

(d) The Contracting Officer’s consent to a subcontract does not constitute a determination of the acceptability of the subcontract terms or price, or of the allowability of costs.

€ If not required elsewhere in the contract, no more than 30 calendar days after award, the Contractor shall provide a separate continuity of services plan to the Contracting Officer that will ensure services performed by subcontractors that cost more than 25% of the cost/price of the contract will continue uninterrupted in the event of performance problems or default by the subcontractor.

(End of clause)

HUDAR 2452.246-70 INSPECTION AND ACCEPTANCE (APRIL 2019)

Inspection and acceptance of all work required under this contract shall be performed by the Contracting Officer's Representative (COR) or other individual as designated by the Contracting Officer or COR.

(End of clause)

HUDAR 2452.251-70 CONTRACTOR EMPLOYEE TRAVEL (OCT 1999)

(a) To the maximum extent practical, the Contractor shall make use of travel discounts which are available to Federal employees while traveling in the conduct of official Government business. Such discounts may include, but are not limited to, lodging and rental car rates.

(b) The Contractor shall be responsible for obtaining and/or providing to his/her employees written evidence of their status with regard to their performance of Government contract work needed to obtain such discounts.

(End of clause)

SECTION IV
CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

List of Attachments

Attachment Number	Description	Number of Pages
1	Performance Work Statement	70
2	HUD's Agile Methodology for software delivery	01
3	Price Worksheet	11
4	Past Performance Information	01
5	Past Performance Survey	06
6	Quality Assurance Surveillance Plan	16
7	Subcontracting Plan	11

SECTION V

SOLICITATION PROVISIONS

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 this/these address(es):

<https://www.acquisition.gov/browsefar>
<http://www.hud.gov/offices/cpo/hudar.cfm>

PROVISIONS	TITLE	DATE
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEPT 2007
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION	JAN 2017
52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)	OCT 2014
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE	JUL 2016
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	JUL 2016
52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN 2017
52.207-2	NOTICE OF STREAMLINED COMPETITION	MAY 2006
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION	NOV 2015
52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA	OCT 2010
52.216-31	TIME AND MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS – COMMERCIAL ITEM ACQUISITION	FEB 2007
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS	AUG 2018

FULL TEXT PROVISIONS

FAR 52.204-20 PREDECESSOR OF OFFEROR (JUL 2016)

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

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

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

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

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

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company 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.

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

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

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

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

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

(End of provision)

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

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are__ are not__ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have__ have not__, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are__ are not__ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have__, have not__, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

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

(2) *Examples.*

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror

knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

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 (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—

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

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

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

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

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

(End of provision)

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

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

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

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

(b) The Offeror represents that—

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

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

(End of provision)

FAR 52.209-12 CERTIFICATION REGARDING TAX MATTERS (FEB 2016)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5,000,000 (including option), the Offeror shall certify that, to the best of its knowledge and belief, it—

(1) Has [] filed all Federal tax returns required during the three years preceding the certification;

(2) Has not [] been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not [], more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

**FAR 52.212-3 OFFEROR REPRESENTATION AND CERTIFICATIONS
COMMERCIAL ITEMS (OCT 2018)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended. “Sensitive technology”—
“Sensitive technology”—

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

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

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

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

and

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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

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

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

“Women-owned 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 Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

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

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

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

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

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

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

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

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

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

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

(i) It ___ is, ___ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

(i) It ___ is, ___ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

(i) It __ is, __ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It __ is, __ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

(2) Foreign End Products:

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

[List as necessary]

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

(g)

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced,

or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements–Israeli Trade Act.”

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

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

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

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

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

(2) *Buy American-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.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[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
---------------	-------------------

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 \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to

request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [N/A]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification.* [N/A.]

(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.) [N/A.]

(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.

(1) *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 CFR1.6049-4;
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 \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://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).

(End of Provision)

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a hybrid contract with Firm-Fixed Price (FFP) and Labor Hour (LH) Line Items (LINs) resulting from this solicitation.

(End of provision)

FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

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

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is— 541511.

(2) The small business size standard is 27.5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations.

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

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

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that—

(i) It ___ is, ___ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that—

(i) It ___ is, ___ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ___ is, ___ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

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

(End of provision)

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

The offeror represents that-

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

It ___ has, ___ has not filed all required compliance reports; and Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that-

- (a) It ___ has developed and has on file, ___ has not developed and does not have on file, at each

establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

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

(End of provision)

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 52.233-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government

Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Damon McClure, Contracting Officer
Office of the Chief Procurement Officer
Dept. of Housing and Urban Development
451 7th Street, SW (Room 5256)
Washington, DC 20410

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

(End of provision)

HUDAR 2452.215-70 PROPOSAL CONTENT (MAR 2016) ALTERNATE I AND II (APR 2019)

(a) Proposals shall be submitted in two parts as described in paragraphs (c) and (d) below. Each of the parts must be complete in itself so that evaluation of each part may be conducted independently, and so the identified parts of each proposal may be evaluated strictly on its own merit. Proposals shall be submitted in the format, if any, prescribed elsewhere in this solicitation. Proposals shall be enclosed in sealed packaging and addressed to the office specified in the solicitation. The offeror's name and address, the solicitation number and the date and time specified in the solicitation for proposal submission must appear in writing on the outside of the package.

(b) The number of proposals required is an original and one copies of Part I, and three copies of Part II.

(c) *Part I--Technical Proposal.*

(1) The offeror shall submit the information required in Instructions to Offerors designated under Part I--Technical Proposal.

(d) *Part II--Price Proposal.*

(1) The offeror shall complete the Representations and Certifications provided in Section V of this solicitation and include them in Part II, Price Proposal.

(2) The offeror shall provide information to support the offeror's proposed costs or prices as prescribed elsewhere in Instructions to Offerors for Part II--Price Proposal.

(3) The offeror shall submit any other information required in Instructions to Offerors designated under Part II--Price Proposal.

(End of provision)

**HUDAR 2452.215-72 EVALUATION OF SMALL BUSINESS PARTICIPATION
(DEC 2012)**

(a) In addition to the technical and management evaluation factors set forth in this solicitation, the Government will evaluate the extent to which all offerors identify and commit to using small businesses in the performance of the contract, whether through joint ventures or teaming arrangements, or as subcontractors. The evaluation shall consider the following:

- (1) The extent to which small businesses are specifically identified in proposals;
- (2) The extent of commitment to use small businesses (for example, enforceable commitments will be weighted more heavily than non-enforceable ones);
- (3) The complexity and variety of the work small businesses are to perform;
- (4) The realism of the proposal;
- (5) Past performance of the offerors (other than small businesses) in complying with requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns, and 52.219-9, Small Business Subcontracting Plan; and
- (6) The extent of participation of small businesses in terms of the total value of the contract.

(b) Offerors that are required to submit a subcontracting plan pursuant to the clause at FAR 52.219-9 shall include the small businesses proposed as subcontractors for evaluation under this provision in their subcontracting plan.

(End of Provision)

**HUDAR 2452.219-70 SMALL BUSINESS SUBCONTRACTING PLAN COMPLIANCE
(FEB 2006)**

(a) This provision is not applicable to small business concerns.

(b) Offerors' attention is directed to the provisions in this solicitation at FAR 52.219-8, Utilization of Small Business Concerns, and the clause at FAR 52.219-9, Small Business Subcontracting Plan.

(c) The government will consider offerors' prior compliance with subcontracting plans in determining their responsibility (see FAR 9.104 3). Therefore, offerors having previous contracts with subcontracting plans shall provide the following information: agency name; agency point of contact; contract number; total contract value; a synopsis of the work required under the contract; the role(s) of the subcontractor(s) involved; and the applicable goals and actual performance (dollars and percentages) for subcontracting with the types of small business concerns listed in the clause at FAR 52.219-9. This information shall be provided for the three most recently completed contracts with such subcontracting plans.

(End of provision)

HUDAR 2452.219-74 SMALL BUSINESS SUBCONTRACTING GOALS (DEC 2012)

- (a) This provision does not apply to offerors that are small businesses.
- (b) The offeror's attention is directed to the FAR clause at 52.219-9, "Small Business Subcontracting Plan," herein. HUD will evaluate proposed subcontracting plans using the Departmental small business subcontracting goals set forth in paragraph (c) of this clause. Offerors that are unable to propose subcontracting that meets HUD's established goals must provide the rationale for their proposed level of subcontracting.
- (c) HUD's subcontracting goals are as follows:
 - (i) Small Business— 28% (ii) The total Small Business goal shown in paragraph (c)(i) of this clause contains the following subordinate goals:
 - (A) Small Disadvantaged Business— 5%
 - (B) Women-Owned Small Business— 5%
 - (C) Service-Disabled Veteran-Owned Small Business— 3%
 - (D) HUBZone Small Business— 3%

(End of Provision)

HUDAR 2452.233-70 REVIEW OF CONTRACTING OFFICER PROTEST DECISIONS (FEB 2006)

- (a) In accordance with FAR 33.103 and HUDAR 2433.103, a protester may request an appeal of the Contracting Officer's decision concerning a protest initially made by the protester to the Contracting Officer. The protestor must submit a written request for an appeal to Ronald C. Flom, Chief Procurement Officer at U.S. Department of Housing and Urban Development, 451 7th Street, S.W., Washington, DC 20410 not later than 10 days after the protestor's receipt of the Contracting Officer's decision (see FAR 33.101 for the definition of "days").
- (b) The HCA shall make an independent review of the Contracting Officer's decision and provide the protester with the HCA's decision on the appeal.

(End of provision)

SECTION V – SOLICITATION PROVISIONS

INSTRUCTIONS TO OFFERORS PHASE I

The evaluation for this acquisition will be conducted in two phases. Phase One will require Offerors to submit proposals to meet the government's minimum requirements on a Go/No-Go basis that will be used to determine which offerors will be further considered in Phase Two and provide a formal demonstration.

1. SUBMISSION OF PROPOSALS

PHASE ONE

Phase One Proposals

(a) Shall be submitted in 1 "original" paper (hard) copy (in Binder Form) and (3) paper (hard) copies (in Binder Form) and 1 Compact Disc (CD) labeled (Phase One) each labeled Phase One.

(b) **Phase One Proposals** should be delivered to the following address no later than the time and date stated in Block eight (8) of the 1449 of solicitation 86615320R00002. In the case of a discrepancy the "original" hard copy will be deemed the OFFICIAL copy.

Damon McClure/Cynthia Norman
U.S. Department of HUD
Office of the Chief Procurement Officer
451 7th Street SW, Room 5256
Washington, DC 20410-1000

(c) Each **Proposal** must be complete in itself so that evaluation of each minimum requirement may be conducted independently and stand strictly on its own merit. The Phase One proposal must be submitted in PDF, single-spaced on 8 ½" x 11" piece of paper with a 1" margin in 12-point font size. Font size used in figures and tables can be 8-point or higher as long as the content is legible. Pages within each phase shall be numbered consecutively, including any exhibits, attachments, etc. A page is considered to be one side of a single sheet of 8½" x 11" paper, single spaced, using not smaller than 12-point Times New Roman type font, and having margins at the top, bottom and sides of the page of no less than one inch in width. Graphic presentations, including tables, while not subject to the same font size and spacing requirements, shall have spacing and text that is easily readable.

Proposals shall include a cover letter providing the following information:

1. The Request for Proposal (RFP) number to which the proposal is addressed.
2. The name, address, telephone and fax numbers of the firm submitting the proposal.
3. The name, title, telephone and fax numbers, and email address of the person(s) that is authorized to bind the company.
4. The name, title, telephone and fax numbers, and email address of the point of contact for obtaining clarifications, discussions, or making contract award, if different from the name(s) in item 3 above.

(d) Offerors shall limit Phase One Proposals to the page limitation specified for each criteria, except for the information specifically exempted, as instructed. Offerors are cautioned that if Phase One proposal exceeds any of the specified page limitations, the Government will evaluate up through the permitted number of pages only. Pages beyond that limit will not be evaluated.

(e) The following information is exempt from the limitation set forth in paragraph (d)

Cover Letter
Title Page
Table of Contents

(f) Offerors are encouraged to use recycled paper and to use both sides of the paper (see FAR clause 52.204-4.

(g) Failure to comply with proposal submission instructions may cause the submission **NOT** to be evaluated.

(h) Phase One Proposals shall contain enough detail to allow for thorough evaluation and sound determination of whether or not the Offeror will be able to meet the government's minimum requirements. Offerors should be careful that their proposals are neither too elaborate nor too general. Proposals should address this particular RFP with specific statements relevant to the minimum requirements. The Government considers all unsubstantiated statements such as "The Offeror understands and will perform in accordance with the minimum requirements as being a No-Go.

(i) If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(j) Any changes to a requirement made by an Offeror after its initial submission shall be submitted to this office no later than the time and date stated in Block eight (8) of the 1449 of solicitation 86615320R00002.

2. CONFORMANCE REVIEW OR NON-CONFORMING PROPOSALS

(a) The Government will conduct a conformance/compliance review of the Proposals received, and nonconforming proposals may be eliminated and not further evaluated. If the Government, at any time discovers that a proposal is non-conforming and/or deficient, the agency shall eliminate that requirement from the competition and that proposal will not be further evaluated.

3. QUESTIONS: Questions concerning this Request for Proposals must be in writing and sent to the email addresses of both contacts listed below. To ensure a timely response that will be useful in the preparation of your proposal, questions must be received by **2:00 p.m. on 11/25/2019.** QUESTIONS RECEIVED AFTER THIS DATE AND TIME MAY NOT BE CONSIDERED.

Damon McClure, Email: Damon.Q.Mcclure@hud.gov

Cynthia Norman, Email: Cynthia.S.Norman@hud.gov

Minimum Requirements (Shall not exceed 20 pages)

The offeror shall submit its Phase One Proposal addressing criteria 1(one) – 6 (six). Responses must be clear, concise, and demonstrate that the offeror will meet the government's minimum requirements as specified below.

Criteria One

The Software-as-a-Service (SaaS) must be designed and delivered as a Contractor-based solution for all four integrated modules: Performance, Learning, Compensation, Workforce and Succession Planning that shall support the following objectives:

The Contractor shall:

- Submit an approach that demonstrates the ability to provide a trusted secure communication channel to support the Governments PIV Card authentication (dual factor method) of remote access in accordance with Office of Management and Budget (OMB) Memorandum M-11-11.
- Submit a network storage, server and virtualization layer Management Plan to include performance of internal technology and refresh cycles applicable to the environment.
- Submit an approach that demonstrates the ability to provide and document patch management appropriate to all components within the providers boundary and that adheres to HUD OCIO standards.
- Submit an approach that demonstrates the ability to provide automated monitoring of performance, resource utilization and other events such as failure of service, degraded service, availability of the network, storage, database systems, operating Systems, applications, including Application Program Interface (API) access within the

providers boundary and Security Content Automation Protocol (SCAP) automation capabilities via a service dashboard or by other electronic methods.

- Submit an approach that complies with HUD requirements that software operating on the vendor's computer system within the providers boundary will never be more than two versions behind.

Criteria Two

Implementation of SaaS as a service – The HUD Enterprise Talent Management System (ETMS) must provide:

- Submit an approach that demonstrates capability in using Application Programming Interface (API) to build or support a bi-directional interface with the U.S. Department of Treasury's HR Connect System and The Office of Personnel Managements Enterprise Human Resource Integration (EHRI).
- Submit an approach that demonstrates a proven multiplatform for the following: smart phone, tablets, desktops and laptops.

Criteria Three

FISMA Compliance – The Contractor shall:

- Submit an approach that demonstrates the ability to comply with OMB FISMA guidance to protect and defend information systems from recurring security threats or in response to real-time vulnerabilities.

Criteria Four

FEDRAMP Compliance – The Contractor shall:

- Submit an approach that provides a FEDRAMP certified cloud-based hosting solution based on current and evolving industry standards and best practices during the duration of the contract performance.
- Submit an approach that demonstrates that the Vendor Hosted Cloud environment is dedicated (non-shared with other agencies/clients) and allows for development, testing, staging and production. The proposed environments shall demonstrate that it consists of integrated environments designated as Development/Testing and Production that support development, integration, acceptance testing, training, staging, troubleshooting and all pre-production, as well as production, activities. The Vendor Hosted Cloud environment shall demonstrate the ability to provide all required security, service delivery and hosting capabilities necessary to effectively support the development, testing, quality assurance, and production needs.

Criteria Five

Interface with Other Federal Agencies – The Contractor shall submit an approach that provides

an operational bi-directional Application Programming Interface (API) with the Department of Treasury's HR Connect System to receive employee profile data from HR Connect and to provide employee profile data to the new Enterprise Talent Management System.

The Contractor shall submit an approach that provides an operational bi-directional Application Program Interface with the Office of Personnel Management (OPM) to transmit training data from HUD, to OPM.

Criteria Six

Strategic Workforce and Succession Planning – The Contractor shall submit an approach that demonstrates the ability to provide an Enterprise Talent Management system with the capability to perform forecasting scenarios to calculate and estimate attrition based on historical values; and deploy scenario planning to predict employment based on external drivers.

INSTRUCTIONS TO OFFERORS PHASE II

Upon successful completion of Phase One Evaluation, the offeror will be instructed to proceed to Phase Two Evaluation.

Phase Two evaluation will require offerors to (1) perform Demonstrations in accordance with the presentation instructions below, (2) submit Technical Proposals (Part I) and (3) Price Proposals (Part II).

DEMONSTRATION REQUIREMENTS

Demonstration shall be conducted in accordance with the instructions below:

Demonstrations shall address each Demonstration Requirement below. Discussions will **NOT** be permitted during Demonstrations.

- (1) The offeror shall present a Demonstration that will include and display functional requirements as outlined in Section 5.2.1.8 “Functional Requirements” of the Performance Work Statement (Attachment 1);
- (2) The Demonstration Presenter shall be the proposed Contract/Project Manager. The number of attendees is limited to five (5) and each member shall have technical knowledge of the demonstration requirements;
- (3) Demonstration location: U.S. Department of Housing and Urban Development, 451 7th Street, Southwest, Washington, DC 20410; Date and Time: ***to be determined after notification of successfully passing Phase I evaluation***;
- (4) Restrictions governing the time permitted for each oral presentation is as follows: Team Introductions shall be limited five (5) minutes, and each offeror will be allotted one (1) hour for the demonstration.

SUBMISSION OF PROPOSALS

PHASE TWO

(a) The following FAR Clause 52.212-1, “Instructions to Offerors” contains an addendum.

(b) Phase Two Proposals shall be submitted in 1 “original” paper (hard) copy (in Binder Form) and (3) paper (hard) copies (in Binder Form) and 1 (One) Compact Disc (CD) each labeled Phase Two. The same shall be submitted and labeled for Part II Price Volume.

Phase Two Proposals should be delivered at a time to be determined after notification of successfully passing Phase I evaluation. In the case of a discrepancy the “original” hard copy will be deemed the OFFICIAL copy.

Damon McClure/Cynthia Norman
U.S. Department of HUD
Office of the Chief Procurement Officer
451 7th Street SW, Room 5256
Washington, DC 20410-1000

Proposal Volumes shall be submitted in accordance with the list below and each section shall be separately and clearly tabbed.

Volume 1 Technical Proposal shall contain:

- Tab (1) Cover Letter and Technical Approach
- Tab (2) Management Plan
- Tab (3) Quality Control Plan
- Tab (4) Subcontracting Plan

Volume 2 Price Proposal shall contain:

- Tab (1) Price Sheet (If proposed, include annual cost of living increase, the offeror must support the proposed increases with historical and relevant mark index information) and Proposed Pricing shall be submitted utilizing “Whole” numbers only. Failure to do so may result in rejection of your Price Proposal as non-conforming and unacceptable.
- Tab (2) Key Personnel Clause HUDAR 2452.237-70
- Tab (3) Proposed labor category descriptions
- Tab (4) Signed and dated 1449
- Tab (4) Signed and dated amendments

(c) Each Volume must be complete in and of itself so that evaluation of each volume may be conducted independently and stand strictly on its own merit. The Standard Form 1449, Volumes I and II must be submitted in PDF, single-spaced on 8 ½” x 11” piece of paper with a 1” margin in 12-point font size. Font size used in figures and tables can be 8-point or higher as long as the content is legible. Pages within each part shall be numbered consecutively, including any exhibits, attachments, etc. A page is considered to be one side of a single sheet of 8½” x 11” paper, single spaced, using not smaller than 12-point Times New Roman type font, and having margins at the top, bottom and sides of the page of no less than one inch in width. Graphic presentations, including tables, while not subject to the same font size and spacing requirements, shall have spacing and text that is easily readable.

Proposals shall be accompanied by a cover letter providing the following information:

1. The Request for Proposal (RFP) number to which the proposal is addressed.
2. The name, address, telephone and fax numbers of the firm submitting the proposal.

3. The name, title, telephone and fax numbers, and email address of the person(s) that is authorized to bind the company.

4. The name, title, telephone and fax numbers, and email address of the Point of Contact for obtaining clarifications, discussions, or making contract award, if different from the name(s) in item 3 above.

(d) Offerors shall limit Volume I, Technical Proposal of their initial offers to the page limitation specified for each Evaluation Factor, except for the information specifically exempted, as instructed. Offerors are cautioned that if Volume I of their Proposal exceeds any of the specified page limitations, the Government will evaluate up through the permitted number of pages only. Pages beyond that limit will not be evaluated.

(e) The following information is exempt from the limitation set forth in paragraph (d)—

Cover Letter
Title Page
Table of Contents

(f) Offerors are encouraged to use recycled paper and to use both sides of the paper (see FAR clause 52.204-4).

(g) Phase Two Proposals must contain enough detail to allow for thorough evaluation and sound determination of whether or not the Offeror will be able to perform in accordance with the RFP requirements. Offerors should be careful that their proposals are neither too elaborate nor too general. Proposals should address this particular RFP with specific statements relevant to the Performance Work Statement (PWS). The Government considers all unsubstantiated statements such as “The Offeror understands and will perform in accordance with the PWS” as being technically unacceptable.

(h) If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(i) Any changes to a proposal made by an Offeror after its initial submission shall be submitted at **a time to be determined after notification of successfully passing Phase I evaluation.**

(j) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in [FAR 15.306\(a\)](#)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(k) All offers are required to complete the Price worksheets provided in **Attachment 3** and submit them with the price proposal. The completed Price worksheets shall be used for evaluation purposes.

(l) The accepted labor rates shall be binding when executing LH LIN, therefore, offerors are encouraged to provide their most competitive rates. The Government expects the proposed rates to be equal to or less than the rates offered to the offeror's most preferred customers.

(m) The offeror shall propose all pricing utilizing "Whole" numbers. Failure to do so will result in rejection of your Price Proposal as non-conforming and unacceptable.

2. CONFORMANCE REVIEW OR NON-CONFORMING PROPOSALS

(a) The Government will conduct a conformance/compliance review of the proposals received, and nonconforming proposals may be eliminated and not further evaluated. If the Government, at any time discovers that a proposal is non-conforming and/or deficient, the agency may eliminate that proposal from the competition and that proposal will not be further evaluated.

(b) If at any time the agency discovers that a proposal's price is unreasonable, or that a proposal is technically unacceptable (meaning it has a deficiency), the agency may eliminate that proposal and not further evaluate it.

**Note: If at any time the agency discovers that a proposal is non-conforming and/or deficient, the agency may eliminate that proposal from the competition.*

3. QUESTIONS: Questions concerning this RFP must be in writing and sent to the email addresses of both contacts listed below. To ensure a timely response that will be useful in the preparation of your proposal, **questions must be received at a time to be determined after notification of successfully passing Phase I evaluation.** QUESTIONS RECEIVED AFTER THIS DATE AND TIME MAY NOT BE CONSIDERED.

Damon McClure, Email: Damon.Q.McClure@hud.gov

Cynthia Norman, Email: Cynthia.S.Norman@hud.gov

4. SUBMISSION OF PAST PERFORMANCE SURVEY

Past performance surveys must be sent to the email addresses of both contacts listed below. Past Performance Surveys must be received by the **time to be determined after notification of successfully passing Phase I evaluation.**

Damon McClure, Email: Damon.Q.McClure@hud.gov

Cynthia Norman, Email: Cynthia.S.Norman@hud.gov

5. MINIMUM ACCEPTANCE PERIOD

Offerors allowing fewer than ninety (90) calendar days in the "offer" portion of Standard Form 1449, entitled "Solicitation, Offer, and Award," for acceptance by the Government shall be rejected as non-conforming and unacceptable.

Note: Alternate proposals will not be evaluated.

6. DISPOSITION OF PROPOSALS

After selection and award of the contract, unsuccessful proposals shall be disposed of as follows: The Contracting Officer shall retain one copy of each proposal. Destruction certification will not be furnished. Absolutely no proposals will be returned to Offerors.

As part of the proposal submission, offerors shall submit a Proposal Matrix using the table below or similar format, which maps what page of the proposal addresses each *Performance Work Statement* requirement identified under Technical Approach, and which page of the proposal fully addresses each Evaluation Factor. The offeror shall use the appropriate column to fill in the requirement as stipulated in the RFP to which the page/section number applies.

The Government may waive informalities and minor irregularities in proposals received.

Proposal Page(s)/Section Number(s)	RFP Requirement	Performance Work Statement	Instructions to Offerors	Evaluation Factors	Comments

TECHNICAL APPROACH (Shall not exceed 20 pages)

- The offeror shall submit a technical approach that demonstrates logical and feasible methods for meeting the requirements (including any Section 508 requirements) described in the Performance Work Statement 5.1 through 5.8 and meeting the performance objectives outlined within the solicitation.
- The offeror shall submit a project schedule that demonstrates a clear understanding of the required operations and HUD requirements with realistic timeframes for performing all tasks.
- If the offeror is proposing subcontractors, the offeror shall clearly identify what aspects of the work will be performed by the prime and what aspects of the work will be performed by each subcontractor in its technical approach
- The offeror shall submit the Labor mix and level of effort (labor categories, labor category descriptions, and number of hours for each labor category). Offerors are cautioned **NOT** to include pricing in the labor mix/level of effort matrix submitted with the technical proposal.

MANAGEMENT PLAN (Shall not exceed 15 pages)

- The offeror shall submit a Management Plan that is clear, concise, and demonstrates that it will result in meeting the objectives and requirements contained within the *Performance Work Statement* tasks identified under the instructions for Technical Approach.
- The offeror shall submit a Management Plan that details:
 - key positions/roles and responsibilities (position/role and not individuals to be named to such position/role);
 - proposed subcontracting arrangements and reporting relationships of all subcontractors;
 - a plan that demonstrates successful communication and coordination between the contractor and the government personnel/roles;
 - schedules of all tasks and subtasks, meetings, and deliverables;
 - clear lines of authority from the top of the organization to all those working on this effort;

QUALITY CONTROL PLAN (Shall not exceed 5 pages)

- The offeror shall submit a Preliminary Quality Control Plan that demonstrates an understanding of the business requirements by describing effective and independent quality control methods and procedures to ensure that all tasks are completed in accordance with the performance standards listed in the solicitation. The offeror shall submit a preliminary QCP that describes key risk areas, management controls, corrective actions, describe how the offeror will ensure compliance with Section 508 requirements, and describe how the offeror will ensure the effective management of employees of the prime and subcontractors and their activities. The QCP shall include an approach to subcontractor management that makes clear the contractual and reporting relationships of all subcontractors.
- The offeror shall submit an organizational chart that reflects the independence of the Quality Control function.

PAST PERFORMANCE

The offeror shall submit the following information/documents:

- A completed chart providing the information required by the Past Performance Information chart in Attachment 4. The chart shall reflect **all** relevant past performance performed in the *three-year* period immediately preceding submission of the proposal and all work currently being performed. If the offeror has more than 5 relevant past performance references, then the offeror shall provide the most recent 5 references. As

an attachment to the chart, the offeror shall provide a narrative describing the past performance references that reflect the most relevance to the services being obtained under the contract to be awarded. The narrative shall clearly establish the relevancy of the past performance to the current requirements. (Narratives shall not exceed 1 page per reference.)

- If the offeror is proposing to subcontract (or use joint ventures/ partners, or other entities other than the prime contractor to perform) more than 20% of the contract value, the offeror shall submit a separate chart and narrative described for past performance above, for the proposed subcontractor(s).
- The contractor shall provide the survey contained in Attachment 5 to each past performance reference in sufficient time for the reference to complete and submit the survey directly to the HUD Contracting Officer prior to the date and time for submission of proposals. Offerors are not required to submit surveys for references where past performance is available in the Past Performance Information Retrieval System.
- If past performance for the offering firm does not exist, the Offeror may substitute past performance of key personnel that will be performing major aspects of the work under any resulting contract. If the Offeror chooses to make such a substitution, the offeror must clearly identify the substituted key personnel by name and title proposed. Only the past performance of Key Personnel overseeing the entirety of the proposed project will be considered in substitution for the firm's past performance under this factor. The contractor shall provide the survey contained in Attachment 5 to each past performance reference with first-hand knowledge of the performance of the substituted Key Personnel in sufficient time for the reference to complete and submit the survey directly to the HUD Contracting Officer prior to the date and time for submission of proposals.

SOCIOECONOMIC PARTICIPATION

- (1) Performance of the Work. HUD is committed to awarding HUD contracts to offerors that will perform a majority of the total cost of labor under the contract. While it is understood that certain costs are necessarily subcontracted, especially non-labor items, HUD is focused on obtaining prime contractors who are responsible and capable of performing a large part of the labor required to perform the contract (as opposed to firms who subcontract substantial portions of the labor effort), while simultaneously focusing on achieving socioeconomic goals for small business participation as well. To achieve this objective, all offerors shall complete the following table to reflect what percentage and dollar value of the total cost of labor the offeror and all subcontractors/teaming partners will perform throughout the contract term:

Prime's Business Size	Large <input type="checkbox"/> Small <input type="checkbox"/>	Prime's Socio-economic Status For This Acquisition – Include All That Apply	SDB <input type="checkbox"/> SDVOSB <input type="checkbox"/> WOSB <input type="checkbox"/> HUBZone <input type="checkbox"/>
Percent of Total Cost of Labor Performed by Prime	%	Dollar Value of Total Cost of Labor Performed by Prime	\$
Percentage of Total Cost of Labor Subcontracted	%	Dollar Value of Total Cost of Labor ¹ Subcontracted	\$
	100%		
Subcontractor/Teaming Partner	Socio-Economic Category²	Percent of Total Cost of Labor to be Performed	Dollar Value of Cost of Labor to be Performed
Total			

¹ To calculate total costs of subcontracted labor, such labor costs shall be calculated based upon excluding cost of overhead and G&A of the prime contractor; subcontractor labor may include fully burdened rates of the subcontractor. Exceptions would be for acquisitions utilizing contractual fully burdened labor rates (e.g. GSA Schedules or GWACs).

² Socioeconomic categories include Large Business (LB), Small Business (SB), Small Disadvantaged Business (SDB), Woman-owned Small Business (WOSB), Service Disabled Veteran-owned Small Business (SDVOSB), and Historically Underutilized Business Zone (HUBZone); identify all that apply to individual firms. For example, one firm could potentially be an SDB, SDVOSB, WOSB, and HUBZone small business.

(2) Letters of Commitment. HUD is also interested in ensuring that offerors have strong commitments from their teaming partners. As such, all offerors shall submit letters of commitment from all businesses they intend to subcontract/team with who will provide more than 10% of the total cost of labor during performance of the contract. All letters of commitment shall include the following information:

- (i) – Reference the solicitation number;
- (ii) – Clearly state that the commitment is for support as a subcontractor on any contract/order awarded;
- (iii) – Identify the work or professional service disciplines to be provided through subcontracting;
- (iv) – Identify the period covered by the commitment (e.g. contract base period and all options or other agreement);
- (v) – Identify any key personnel to provide support under the subcontract;
- (vi) – Provide a general description of the subcontractor's capacity to support proposed task(s) with a specific statement regarding capacity limits;

- (vii) – Identify specific terms and conditions governing the commitment; and
- (viii) - Reference any prior relationship with the offeror that would indicate the potential for successful performance.

(3) Socio-Economic Goals. Consistent with the intent of the Small Business Act, HUD is strongly committed to ensuring that small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses and women-owned small businesses have maximum opportunities to participate in HUD's procurement programs. To reinforce its commitment, HUD established socioeconomic subcontracting participation goals as stated below.

(i) HUD Small Business Subcontracting Participation Goals:

Small Business – 28%

(ii) Within that total, the following subordinate goals apply:

(A) Small Disadvantaged Business – 5%

(B) Women-Owned Small Business – 5%

(C) Service-Disabled Veteran-Owned Small Business – 3%

(D) HUBZone Small Business – 3%

PRICE

Offerors shall submit prices that are consistent with the requirements set forth in the Performance Work Statement and in the format requested in Attachment 3 of this solicitation. If the offeror proposes annual cost of living increases, the offeror must support the proposed increases with historical and relevant market index information. Offerors shall break down their total price to reflect labor categories, labor rates, number of hours, materials and any other costs that make up the bottom-line price.

EVALUATION REQUIREMENTS PHASE I

The Government will evaluate proposals on a Go/N-Go basis. All minimum requirements must be rated "Go" to be considered eligible to move to Phase II. Only those proposals determined to be a "Go" will be considered for Phase II Evaluation. The failure of a requirement to meet all minimum requirements will result in a No-Go rating.

Each minimum requirement criteria will receive one of the ratings listed below:

- Go: The proposal clearly meets the minimum requirements of the solicitation.
- No-Go: The proposal does not clearly meet the minimum requirements of the solicitation.

The following table provides what the government will evaluate and the minimum requirements for an offer to receive a Go:

<u>Criteria One Minimum Requirement</u>
<p>1) The Software-as-a-Service (SaaS) must be designed and delivered as a Contractor-based solution for all four integrated modules: Performance, Learning, Compensation, Workforce and Succession Planning that shall support the following objectives:</p> <p>(a) Submit an approach that demonstrates the ability to provide a trusted secure communication channel to support the Governments PIV Card authentication (dual factor method) of remote access in accordance with Office of Management and Budget (OMB) Memorandum M-11-11.</p> <p>(b) Submit a network storage, server and virtualization layer Management Plan to include performance of internal technology and refresh cycles applicable to the environment.</p> <p>(c) Submit an approach that demonstrates the ability to provide and document patch management appropriate to all components within the providers boundary and that adheres to HUD OCIO standards.</p> <p>(d) Submit an approach that demonstrates the ability to provide automated monitoring of performance, resource utilization and other events such as failure of service, degraded service, availability of the network, storage, database systems, operating Systems, applications, including Application Program Interface (API) access within the providers boundary and Security Content Automation Protocol (SCAP) automation capabilities via a service dashboard or by other electronic methods.</p> <p>(e) Submit an approach that complies with HUD requirements that software operating on the vendor's computer system within the providers boundary will never be more than two versions behind.</p>

<p><u>Criteria Two Minimum Requirement</u></p>
<p>1. The government will evaluate whether the Implementation of SaaS Service “The new HUD Enterprise Talent Management System (ETMS)” provides:</p> <p>(a) The proposed SaaS service has capability in using Application Programming Interface (API) to build or support a bi-directional interface with the U.S. Department of Treasury’s HR Connect System and The Office of Personnel Managements Enterprise Human Resource Integration (EHRI).</p> <p>(b) The proposed service identifies proven multiplatform accessibility following devices: smart phone, tablets, desktops and laptops.</p>
<p><u>Criteria Three Minimum Requirement</u></p>
<p>(a) The proposed solution complies with OMB FISMA guidance to protect and defend information systems from recurring security threats or in response to real-time vulnerabilities.</p>
<p><u>Criteria Four Minimum Requirement</u></p>
<p>(a) The offeror’s proposal provides a FEDRAMP certified cloud-based hosting solution based on current and evolving industry standards and best practices over the course of the contract duration.</p> <p>(b) The proposed Vendor Hosted Cloud environment is dedicated to (non-shared with other agencies/clients) and allows for development, testing, staging and production. The proposed environments consist of integrated environments designated as Development/Testing and Production that support development, integration, acceptance testing, training, staging, troubleshooting and all pre-production, as well as production, activities. The proposed Vendor Hosted Cloud environment contains all required security, service delivery and hosting capabilities necessary to effectively support the development, testing, quality assurance, and production needs.</p>
<p><u>Criteria Five Minimum Requirement</u></p>
<p>(a) The offeror’s proposal provides an operational bi-directional Application Programming Interface (API) with the Department of Treasury’s HR Connect System to received employee profile data from HR Connect and provides employee profile data to the Enterprise Talent Management System.</p> <p>(b) The offeror’s proposal provides an operational bi-directional Application Program Interface with the Office of Personnel Management (OPM) to transmit training data from HUD and HUD ETMS (Learning Management Module) to OPM.</p>
<p><u>Criteria Six Minimum Requirement</u></p>
<p>(a) The offeror’s proposal provides an Enterprise Talent Management System with the capability to perform forecasting scenarios to calculate and estimate attrition based on historical values; and deploy scenario planning to predict employment based on external drivers.</p>

EVALUATION FACTORS PHASE II

FAR 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

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

- Factor 1: Technical Approach
- Factor 2: Management Plan
- Factor 3: Quality Control Plan
- Factor 4: Past Performance
- Factor 5: Socioeconomic Participation
- Factor 6: Price

Technical Approach, Management Plan, Quality Control Plan, Past Performance, and Socioeconomic Participation when combined, are significantly more important than price.

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

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

(End of provision)

EVALUATION FACTORS

TECHNICAL APPROACH

- The government will evaluate the following regarding the proposed Technical Approach:
 - How well the proposal demonstrates logical and feasible methods for meeting the requirements described in *Performance Work Statement Tasks 5.1 through 5.8* and meeting the performance objectives outlined within the solicitation;
 - How well the project schedule demonstrates:
 - a clear understanding of the required operations and HUD requirements; and
 - realistic timeframes for performing the PWS/SOW tasks and associated deliverables identified in the Instructions to Offerors.
- If the proposal includes subcontractors, how well the proposed approach delineates the technical responsibilities between the prime and the subcontractor(s); *and*
- How well the proposed labor mix is based upon reasonable assumptions and is consistent with the requirements set forth in the Performance Work Statement and the proposed technical approach.

MANAGEMENT PLAN

- The government will evaluate the following regarding the proposed Management Plan:
 - How well the proposal supports the achievement of the Government's objectives and requirements outlined in the solicitation regarding:
 - key positions and responsibilities;
 - subcontracting arrangements and reporting relationships of all subcontractors;
 - successful communication and coordination between the contractor and the government personnel/roles;
 - clear lines of authority from the top of the organization to all those working on this effort
 - schedules of all tasks and subtasks, meetings, and deliverables; and

QUALITY CONTROL PLAN

- The government will evaluate how well:
 - The proposed Preliminary Quality Control Plan addresses the requirements listed in the Instructions to Offerors to ensure that all tasks are completed in accordance with the performance standards listed in the solicitation.

- The organizational chart reflects the independence of the Quality Control function.

PAST PERFORMANCE

In evaluating Past Performance, HUD will address four components – recency, relevancy, quality, and sufficiency. This factor’s primary emphasis is to assess the past performance of the proposed prime contractor (or in the case of joint ventures or some other teaming arrangement, the primary member of the team) or that of substituted key personnel. However, if significant subcontracting/use of other teaming arrangements is anticipated, the past performance history of the proposed subcontractors/other team members must also be evaluated.

- All references will be first assessed for recency and HUD will consider only references performed within the three years immediately prior to submission of the proposal;
- Of those determined to be recent, HUD will assess the degree of similarity in scope, value and magnitude the past performance efforts submitted have to the solicitation requirements to determine relevancy. For this solicitation, magnitude is defined as the offeror having performed a minimum of **5** software development, maintenance and operational services similar in value to HUD’s Talent Management system as required in this solicitation
- HUD will then assess relevant past performance efforts for quality;
- HUD’s overall assessment will be based upon sufficiency of high-quality past performance and risk of nonperformance.

The final rating under this factor will encompass the totality of the information provided, including completeness, relevancy, and the depth, breadth, and quality of only relevant past performance for the proposed prime contractor and proposed subcontractor/team members or substituted key personnel. The final rating will range from Excellent (High Confidence) to Unsatisfactory (Low Confidence). Offerors that have addressed the factor and have no relevant past performance history by the prime, any subcontractors/team members, or substituted key personnel will be rated as Neutral (Neutral Confidence). Offerors that fail to address the factor will be determined to have not complied with the solicitation requirements and will receive the lowest possible rating.

HUD is not restricted to evaluating the information provided by the offeror or the surveys provided by references and may utilize information obtained from any source. HUD will obtain additional information from the Government’s Past Performance Information Retrieval System (PPIRS), if available.

SOCIOECONOMIC PARTICIPATION

The government will evaluate this factor as follows:

- **Excellent**

If a proposal meets the following criteria, it will receive an excellent rating:

The offeror is a small business that is performing 100% of the cost of the contract with its own workforce,

or

The offeror is a small business and proposes to subcontract less than 25% of the cost of the contract and at least 75% of the proposed subcontract value will be made to other small businesses.

or

The offeror is not a small business and clearly proposes to maximize small business participation by subcontracting a substantial amount of the contract value (41-50%) with at least 60% of the subcontracted value proposed to go to small businesses **and**

The plan reflects significant effort to achieve all socioeconomic goals **and**
The offeror submitted subcontracting or teaming agreements for all businesses they intend to subcontract with during performance of the contract.

- **Good**

If a proposal meets the following criteria, it will receive a good rating:

The offeror is a small business and proposes to subcontract less than 50% of the cost of the contract and at least 50% of the proposed subcontract value will be made to other small businesses.

or

The offeror is not a small business and clearly proposes to provide substantial small business participation by subcontracting a significant amount of the contract value (31-40%) with at least 50% of the subcontracted value proposed to go to small businesses **and**

The plan reflects reasonable effort to achieve all of the socioeconomic goals **and**
The offeror submitted subcontracting or teaming agreements for all businesses they intend to subcontract with during performance of the contract.

- **Fair**

If a proposal meets the following criteria, it will receive a fair rating:

The offeror is a small business and proposes to subcontract up to 50% of the cost of the contract and more than 75% of the proposed subcontract value will be made to other than small businesses.

or

The offeror is not a small business and proposes to provide some small business participation by subcontracting a reasonable amount of the contract value (20-30%) with at least 45% of the subcontracted value proposed to go to small businesses **and**

The plan reflects some effort to achieve all of the socioeconomic goals **and**
The offeror submitted subcontracting or teaming agreements for most but not all businesses they intend to subcontract with during performance of the contract.

- **Marginal**

If a proposal meets the following criteria, it will receive a marginal rating:

The offeror is a small business and proposes to subcontract up to 50% of the cost of the contract and more than 90% of the proposed subcontract value will be made to other than small businesses.

or

The offeror is not a small business and proposes to provide minimal small business participation by subcontracting a little of the contract value (20-30%) with no less than 40% of the subcontracted value proposed to go to small businesses **and**

The plan reflects some effort to achieve some of the socioeconomic goals **and**
The offeror submitted subcontracting or teaming agreements for most but not all businesses they intend to subcontract with during performance of the contract.

- **Unsatisfactory**

If a proposal meets the following criteria, it will receive an unsatisfactory rating:

The offeror is a large business and failed to submit a socioeconomic participation plan and failed to provide sufficient rationale that indicates no subcontracting opportunities exist,

or

The offeror is a large business proposing to subcontract less than 20% of all subcontracted dollars to small business,

or

The offeror proposes to subcontract more than 50% of the cost of the contract,

or

The offeror is a small business and fails to address this factor,

or

The offeror did not submit subcontracts or teaming agreements from most of the businesses they intend to subcontract with during performance of the contract.

PRICE

Price will be evaluated separately from Technical and other non-cost/price factors, and will be evaluated as follows:

Reasonableness. The reasonableness of the total price proposed will be evaluated as follows:

- On the basis of adequate price competition, by comparing the proposed prices among offers; and/or;
- Comparing proposed prices to the Independent Government Cost Estimate to ensure that prices are reasonable for the results to be achieved; and/or
- Comparison of proposed prices to valid historical prices paid, whether by the Government or other than the Government, for the same or similar items, adjusted for material differences and differing terms and conditions, quantities and market and economic factors; and/or
- Use of parametric estimating methods/application of rough yardsticks (such as dollars per pound or per horsepower, or other units) to highlight significant inconsistencies that warrant additional pricing inquiry; and/or
- Comparison with competitive published price lists, published market prices of commodities, similar indexes, and discount or rebate arrangements; and/or
- Comparison of proposed prices with prices obtained through market research for the same or similar items; and/or
- Analysis of data other than certified cost or pricing data provided by the offeror at the request of the Contracting Officer.

Unless it is determined not to be in the Government's best interest in accordance with FAR 17.206(b); offers will be evaluated for award purposes by adding the total price for all options to the total price for the basic requirement. *For purposes of evaluating the price of exercising the potential 6-month extension of services using the clause at FAR 52.217-8, 50% of the final option year (six months) value will be added to the total proposed amount for evaluating pricing only, this amount will not be included in the total aggregate value of the resulting contract. This addition is for evaluation purposes only.*

Unbalanced Pricing - Offerors are cautioned against submitting an offer that contains unbalanced pricing. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of price analysis techniques. The Government will analyze offers to determine whether they are unbalanced with respect to separately priced line items. Offers that are determined to be unbalanced may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

BEST VALUE AWARD

- The government will use a best value trade off process; thus, the Government may award to other than the lowest priced offeror or other than the offeror with the highest rated technical proposal. Each offeror's total evaluated price will be traded off against the offeror's technical portion of the proposal, to determine the overall best value to the Government, if needed. The best value is represented by the most advantageous offer, price and non-price factors considered.
- Evaluation factors are listed in *descending* order of importance. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. However, as the offerors become more equal in technical merit, the importance of price to the evaluation decision will increase. The Government shall make award to the offeror who represents the overall best value to the Government.