



REQUEST FOR QUOTE (RFQ) ID11180018

December 21, 2017

GENERAL SERVICES ADMINISTRATION

FEDERAL ACQUISITION SERVICE

**National Capital Region
&
Technology Transformation Service**

IDENTITY PROOFING BLANKET PURCHASE AGREEMENT

For

Login.gov

The North American Industry Classification Code (NAICS) is 541519, Other Computer Related Services with a Size Standard of \$23 Million.

This acquisition is conducted under Federal Acquisition Regulations (FAR) Part 12 and 13.

Offers must be submitted by **January 18, 2017 via email** to Al Muñoz, Contracting Officer, at the following email address:

alberto.munoz@gsa.gov

Questions about this RFQs may be emailed to the Contracting Officer at the above address. Questions must be submitted no later than January 10, 2018.

See Sections 7 through 9 below.

The quote submission must include the technical approach and pricing for providing requested services, in separate files.

Offerors must also return the IDP Requirements Sheet and Proofing Sources Sheet, in separate files.

PPQs must also arrive prior to the RFQ closing date.

In order to be considered for award, all vendors must be registered in the IT Solutions System (ITSS). Any contractor that is not registered shall not be considered for award. Contractors can register at:

https://web.itss.gsa.gov/itss/v41_helpdocs.nsf/HomeTellMeRegAbout/About+Contractor+Registration?OpenDocument

General Services Administration

Federal Acquisition Service

National Capital Region and

Technology Transformation Services

1800 F St NW | Washington, DC | 20006

login.gov Identity Proofing

Statement of Work

Introduction

This document represents a Statement of Work (SOW) to acquire products or services for the General Services Administration (GSA), Technology Transformation Service (TTS) login.gov Program. login.gov is a growing platform and needs a variety of proofing methods and data sources in order to move towards the goal of universal coverage for the U.S population. As login.gov grows, there is the need to have the mix of methods/data sources that can most effectively proof login.gov's partner agencies populations. The intent with a multi-award contract is to provide a broad base of contractors who the government can work with to have the highest proofing rate for an agency population. Each order may help support different population subsets including traditionally underserved populations and the data from those order will inform our planned proofing rate vs actual and allow for iterating. Note under-served in this context is being defined as "The underserved are a geographically, economically, and demographically diverse group of people who, by choice or circumstance, operate partially or completely outside the traditional banking system."

For this purpose, GSA is looking for vendors that can provide at least one or more of the following services.

Blanket Purchase Agreement

(1) Description of agreement. This is a multiple-award BPA. The vendor(s) shall furnish supplies or services, described in the Statement of Work, if and when requested by the

contracting officer (or the authorized representative of the contracting officer) during the ordering period.

The ordering period for these BPAs will be 12 months from the date of award, with up to 4 option periods of up to 12 months each.

(2) Extent of obligation. No funding is obligated with the award of the BPA(s). The Government is obligated only to the extent of authorized purchases actually made under the BPA.

(3) Purchase limitation. There is no dollar limitation to the amount of orders placed under these BPAs.

(4) Individuals authorized to purchase under the BPA. Only a GSA FAS Contracting Officer may place orders under these BPAs.

(5) Order Rotation

Login.gov is offered as a shared service to other Government agencies, and often comes across varying business needs unique to those customers requiring population coverage expansion, or innovative methods to support proofing for those population subsets. Upon response evaluation and award of this BPA, login.gov plans to integrate applicable vendor services as required by the program, and to test and conduct a time or volume limited pilot to gauge technical capability, quality, reliability, performance and overall effectiveness of the offered service in meeting the program objectives and specific customer agency needs. Once this post award evaluation has taken place and overall capability and fit for the offered vendor services has been determined, GSA plans to issue task orders and rotate vendor services based on following factors:

- Business needs for login.gov's existing and potential customers
- Population coverage for the subsets the Government needs to identity proof
- Planned proofing rate versus actual proofing rate
- Compliance with GSA security standards and requirements
- Any vendor performance issues impacting login.gov's service to its customers
- Any realized or potential risk of data breaches
- Financial discounts providing for the best value to GSA

For maximum efficiency, login.gov may have more than one offering from the same service category alive at the same time in production and distribute load as it sees fit to

serve customer agency needs while maintaining the best value to GSA.

1.0 Identity Resolution

The goal of identity resolution is to uniquely distinguish an individual within a given population or context. Effective identity resolution uses the smallest set of attributes necessary to resolve to a unique individual. In order to effectively demonstrate proofing Contractors must be able to resolve at least 50% of the U.S population and return validation and values for the attributes listed under LOA 3 at this link <https://developers.login.gov/attributes/> except UUID and email address.

2.0 Address Verification

Ability to confirm an address in records that must include at a minimum phone number or postal address or email address and tying it to a person's identity for the U.S population. At a minimum be able to identify 10% of the U.S population.

3.0 Account Verification

Ability to electronically tie a user to an account in a way that supports NIST 800-63-3A Fair evidence for Identity Assurance Level 2 <https://pages.nist.gov/800-63-3/sp800-63a.html>. Examples of this include but are not limited to utility accounts, financial (depository, non-depository), other recurring activities such as rent payments, monthly deposits or payments, other methods. At a minimum be able to verify 10% of the U.S population.

4.0 Behavioral Analytics

Ability to apply behavioral analytic techniques including the ability to monitor identities over multiple dimensions such as time, geolocation, pattern of use, attribute changes for indicators of potential fraud and provide that back to login.gov as indicators. Utilizing data points such as these attributes <https://developers.login.gov/attributes/>, device fingerprints, IP Address etc. Apply these indicators in both first-time registration of new unknown people/entities (such as devices) as well as authentication for previously known people/entities.

5.0 Government ID Verification

Validate government issued identity documents such as Driving License, Passports, Birth Certificates, marriage certificates, etc. with issuing and/or authoritative sources to confirm there is a corresponding matching electronic record or a different method that provides identity assurance as defined in 800-63A (or current version) that the document is genuine. An example is validating the information from a state ID with the state that issued it. At a minimum be able to verify 10% of the U.S population.

6.0 General Requirements

ID	Requirement	Priority
	Provide a population breakout of U.S population coverage by household income, age, geography (postal code)	Not Mandatory
	Coverage of Non-US Population and Data Sources	Not Mandatory
	Ability to provide response via Application Programming Interface (API).	Mandatory
	Offering is an existing commercial software product not new custom developed for this contract	Mandatory
	Provide a monthly status report or access to a real time dashboard with summary level data	Mandatory
	Ability to provide a maintenance schedule detailing any infrastructure, software or data updates and upgrades, duration, impact on login.gov, expected downtime etc.	Mandatory
	Log points of failure and provide regular reports on that.	Mandatory
	Ability to export all reports and transactional logs in .CSV format.	Mandatory
	Support for English language.	Mandatory
	Support for other languages including but not limited to Spanish and French.	Not Mandatory

	Contractor identity solutions comply with Section 508 Requirements.	Mandatory
	Ability to provide detailed raw log information regarding system events, transactions, in a standard format (such as .CSV, pipe, line delimited) with standardized delivery to be determined mutually with the Government.	Mandatory
	Maintain test environments to allow for separation of real test data with the ability for the Government to conduct end-to-end testing that are a mirror of production.	Mandatory

6.1 Technical Support

GSA requires ongoing technical support in the event of planned/unplanned system failures and to resolve performance issues. The Contractor must:

- Provide GSA with a technical Help Desk Contact telephone number that can be accessed by GSA personnel in need of technical support.
- Provide production support for issue resolution 24 hours per day, seven (7) days per week, 365 days per year. Contact Person(s) must be capable of resolving issues related to system failures and system under-performance.
- Provide GSA with service interruption procedures and a service recovery plan that reflects service restoration Service Levels.
- Provide support for any confirmed or suspected incident investigations.
- Once login.gov integration goes live, participate in periodic reviews of proofing pass/fail rates and other performance metrics, and tuning exercises in order to improve proofing rates. This will involve the analysis of system configuration, reports, creation of recommendations to improve the results and the underlying identity model, actual changes to the system and the Identity model(s) and supporting structure.
- Provide access to technical support personnel during configuration, validation, and testing of the web service as agreed to in the Implementation Plan.

6.2 Service Level Requirements (SLRs) – Production Environment

GSA requires a software solution that is highly available and provides business-class response time. The Contractor must:

- Perform constant monitoring of systems availability and alert GSA (via a method mutually agreed by GSA and Contractor after contract award) in the event of service interruption support within 15 minutes of an identified service interruption:
 - To the extent possible, alerts must include the start time of the outage, effect of the outage (i.e., are all customers affected, or only some States/Jurisdictions), the suspected cause of the problem (if known), and steps being taken to resolve the outage.
 - Once the outage is resolved, the Contractor must send a closing alert to GSA. This communication must include the end time of the outage, the duration of the outage, the effect of the outage, the number of transactions affected by the outage (if known), the actual cause of the problem and the steps planned to prevent similar outages in the future.
 - Contractor shall measure and report response times for both the individual Jurisdictions and the Contractor's own system on a monthly basis. In the event the SLA is not met the Contractor shall report to the Government where the issue is.
 - Security incidents with potential impact to availability, confidentiality, or integrity must be immediately reported but not more than one (1) hour following detection to the GSA TTS Contracting Officer (CO) or the Contracting Officer's Representative (COR) and the General Services Administration Incident Response Team. Maintain 24x7 monitoring with geographically dispersed disaster recovery capabilities.
- Provide notification of scheduled systems downtime to GSA one (1) month prior to the planned service interruption.
- Comply with the service level requirements defined in this section for availability, system response time, capacity, security, and incident reporting.

6.2.1 Contract Closeout Plan

The Contractor must also establish and implement plans for an orderly phase out of operations at the termination of this contract that ensures data security and integrity while data is in transit.

Performance Management Metrics

On a monthly basis, the Contractor must meet the performance objectives listed in the table below. Any deliverable(s) or non-performing service(s) that do not meet the Performance Measure and associated Inspection and Acceptance Criteria must be repaired/replace/re-performed by the Contractor.

Performance Requirement	A specific task to be completed or deliverable to be furnished
Performance Standard	Standard represents the performance baseline against which the Contractor will be measured.
Performance Surveillance	The method used to measure the Contractor's performance methodology (source, or data collection method)

Performance Requirement	Performance Standard	Performance Surveillance
Service Availability	Available 99.9% of the total minutes in each calendar month.	100% Inspection of Reports
Unavailability Notification	The Contractor must notify the COR and login.Gov PMO within 15 minutes of any identified service unavailability in order to coordinate consumer help desk messaging and support to consumers.	100% Inspection of Reports
Scheduled Outages	Must not exceed a maximum of four (4) consecutive hours.	100% Inspection of Reports
API Response Time	Fewer than 1000ms 95% of the time during a calendar month at service level and overall service level (under the identity service's control).	100% Inspection of Reports

Delivery of contract deliverables	Clarity, accuracy and contains all data required. Initial deliverable submission must be 90% error free.	100% Inspection of Reports
Recovery Time Objective	Less than or equal to 30 minutes from a triggering incident occurrence.	Post Recovery Analysis
Recovery Point Objective	Less than or equal to 15 minutes from a triggering incident occurrence.	Post Recovery Analysis
Minimum Capacity after a Recovery Event	33% of full operational capacity as specified in scalability requirements.	Post Recovery Analysis
Backup Data Retention Schedule	Daily backups retained for 7 days minimum. Weekly backups retained for one month minimum. Monthly backups retained for one year minimum. Annual backups retained indefinitely.	Inspection of Backups
Maximum Time to Restore	100% of operational capacity after a recovery event. 6 hours after reaching recovery time objective.	Post Recovery Analysis
Maximum Time for Data Restoration from Backup	6 hours after request.	Post Recovery Analysis
Data Recovery Redundancy	Data and systems must be recoverable in a way that can survive broad	Assessment of continuity of operations plans,

	<p>regional disasters, through a risk based geographic distribution of operational and data storage facilities.</p>	<p>service and storage locations</p>
<p>Security Vulnerability Remediation</p>	<p>Standard patching is on a monthly schedule. Emergency patches are deployed for critical or high vulnerabilities known to be exploitable that do not have mitigating controls in place. Security vulnerabilities must be corrected within specified time periods depending on severity:</p> <p>Standard Patching:</p> <ul style="list-style-type: none"> ● Critical - 30 Day ● High - 30 Days ● Medium - 60 Days ● Low - 90 days <p>Emergency Patching:</p> <ul style="list-style-type: none"> ● Critical - 1 Day ● High - 1 Days 	<p>Post Remediation Analysis</p>
<p>Security Incident Reporting</p>	<p>Security incidents with potential impact to availability, confidentiality, or integrity must be immediately reported but not more than one (1) hour following detection. Incidents are reported to the GSA TTS Contracting</p>	<p>100% Inspection of Report</p>

	Officer (CO) or the Contracting Officer's Representative (COR) and the General Services Administration Incident Response Team.	
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- Provide a monthly outage report within fifteen (15) business days after the end of the reporting period, that includes the following information for each incident that occurred:

Title	Description
Date	Date(s) the outage occurred.
Start Time	Time the outage began.
End Time	Time the outage ended.
Total Outage	Total number of hours, minutes and seconds the service was not working.
Description	Explanation of the problem that caused the outage.
Resolution	Steps taken to resolve the outage.
States	Number of States/Jurisdictions impacted by the outage.
Transaction	Number of transactions affected by the outage (when available); for example if the Contractor contractor was able to receive incoming transactions during the outage, but not transmit outgoing transactions, then the outage report should include the number of transactions received but not transmitted.

Incident Management Standards

Problem Severity Guidelines

The vendor will respond to and resolve severity level 1, 2, 3 and 4 events within the timeframes set forth in the table below.

SEVERITY LEVEL	CHARACTERISTICS	RECOVERY TIME	RESPONSE TIME
1 Severe	<ul style="list-style-type: none"> critical system, network, or key application outage 	2 hours (7/24 hours)	1 hour

business impact	<p>with critical impact on service delivery</p> <ul style="list-style-type: none"> total loss of production service to entire customer set impacts one or more service level commitments revenue or delivery schedule impact reassignment must be communicated / agreed directly 		
2 Major business impact	<ul style="list-style-type: none"> key component, application, critical end user machine or network is down, degraded, or unusable. Potential critical impact on service delivery service performance degradation; service delivery impacted partial customer set affected 	8 hours (7/24 hours)	2 hours
3 Minor business impact	<ul style="list-style-type: none"> a component, minor application or procedure is down, degraded, or difficult to use. Some operational impact, but no immediate impact on service delivery service outage, but alternative workaround available 	48 hours	8 hours

	<ul style="list-style-type: none"> • potential exposure to delivery of service • scattered customers affected 		
4 Minimal or no business impact	<ul style="list-style-type: none"> • component, procedure, not critical to customer is unusable. Alternative is available; deferred maintenance is acceptable • no impact to service • no production affected • individual customer affected 	10 days	24 hours

6.3 Security

- The software solution must:
 - Provide a secure channel for real time data transmission between GSA and the Contractor. Integration testing must include review and validation of the web services connection including usage of secure protocols (e.g., TLS 1.2); FIPS-approved algorithms; and, FIPS 140-2 validated encryption modules. As per OMB Memorandum M-15-13, web site connections (if any) must use of HTTPS-only.
 - Be in compliance with Federal standards and guidelines including:
 - FIPS 140-2: Encryption for backend data verification calls
 - Provide data exchange in compliance with NIST encryption standards including usage of FIPS-approved algorithms, FIPS 140-2 validated encryption modules, secure Transport protocols, and secure key/certificate management.
- Contact information for GSA security POCs will be defined in the login.gov incident response plan.
- The solution must be located in the United States. “United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and Outer Continental Shelf Lands as defined in the Outer Continental

Shelf Lands Act (43 U.S.C. 1331, et seq.), but does not include any other place subject to U.S. jurisdiction or any U.S. base or possession within a foreign country (29 CFR 4.112).

- Despite enhanced security controls and monitoring, incidents may occur that require immediate response from the Contractor. Incidents could include misuse, fraud, misappropriation, espionage, sabotage, and inadvertent or deliberate compromise of the shared authentication platform. The Contractor must identify proposed plans, communications and protocols for responding to security and privacy incidents in collaboration with the Government. The Contractor must comply with incident reporting requirements outlined in GSA IT Security Procedural Guide 01-02, *Incident Response*.
- Upon termination or expiration of the contract and upon request, once all data is provided back to the Federal Government the Contractor must discard all Government data within 7 years, and must certify no Government data has been retained unless otherwise authorized.
- The Government will retain unrestricted rights to Government data. The data must be available to the Government upon request within one business day or within the timeframe specified otherwise in the Government's request, and must not be used for any other purpose other than that specified herein. The Contractor must provide requested data at no additional cost to the Government.
- No data related to the work under this contract must be released by the Contractor without the consent of the Government in writing. All requests for release must be submitted in writing to the COR/CO.
- The Contractor must not disclose sensitive or proprietary information pertaining to GSA TTS or any of its operating units, the U.S. Government, industry, business partners, or consumers to any unauthorized persons. The Contractor must be subject to any and all penalties imposed by law for unlawful disclosure of sensitive information.
- The Contractor must immediately notify, in writing, GSA TTS upon discovery of any inadvertent or deliberate disclosures of information other than those pursuant to performing the work under the contract. The Contractor must work with GSA TTS and make available its resources to work with GSA TTS and other entities to resolve this issue.
- The Contractor must retain any PII consent logs created pursuant to this contract and transfer the logs to GSA TTS at the expiration of the contract.

Audit

(a) Upon request from the COR the Contractor must allow the Government to perform manual or automated audits, scans, reviews, or other inspections of the contractor's IT environment being used to provide or facilitate services for the Government. The Contractor must be responsible for the following privacy and security safeguards:

- To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor must afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases within five business days of the request.
- Access to support incident investigations, must be provided as soon as possible but not longer than 72 hours after request.
- Physical Access Considerations – If the SaaS provider is operated within an IaaS that is FedRAMP authorized (e.g., AWS); physical access to the physical datacenter environment will be governed by the terms of access allowed by the underlying infrastructure provider as defined in the FedRAMP A&A authorization package.

(b) The program of inspection must include, but is not limited to:

- Authenticated and unauthenticated operating system/network vulnerability scans
- Authenticated and unauthenticated web application vulnerability scans
- Authenticated and unauthenticated database application vulnerability scans
- Automated scans can be performed by Government personnel, or agents acting on behalf of the Government, using Government operated equipment, and Government specified tools. If the contractor chooses to run its own automated scans or audits, results from these scans may at the Government's discretion, be accepted in lieu of Government performed vulnerability scans. In these cases, scanning tools and their configuration must be approved by the Government. In addition, the results of contractor-conducted scans must be provided in full to the Government.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function,

the discoverer must immediately bring the situation to the attention of the other party.

(d) Upon request from the COR the Contractor must allow GSA TTS to conduct operational and security audits to verify the Contractor's compliance with our SLAs and security standards. The audits will be conducted following these guidelines:

- GSA TTS may perform one audit yearly, and may conduct additional audits after a confirmed security breach (one audit per breach). The Contractor must accommodate assessments by GSA TTS when requested. Unannounced assessments are required to occur within thirty business days from initial notification.
- The Contractor must make a good-faith effort to answer any questions GSA TTS has, and to give access to requested information (under suitable non-disclosure agreements (NDAs), if necessary). The Contractor must provide up to 40 hours of staff time per audit; any further time is at the Contractor's discretion and may be billed at the Contractor's professional services rate.
- Any issues discovered by the audit must be remediated by the Contractor in a mutually-agreed-upon timeframe. High risk findings must be remediated within 30 days, moderate risk findings within 90 days, and low risk findings no longer than 180 days; risk levels are derived from the automated vulnerability scan tools based on [CVSS base scores](#).

(e) The Contractor must provide GSA TTS with any applicable documentation of their security stance and compliance achievements. Examples include:

- Internal security architecture documentation
- Internal security policies and procedure documentation
- Security compliance reports, such as PCI, ISO 27001, ISO 27002, SOC 2/3, SIG, CSA CSQ, etc.

(f) GSA TTS will use these documents to assist in evaluating the organization's security stance. As such, GSA TTS will give higher weight to those reports produced by independent auditors.

Security of Data Including Personally Identifiable Information

- By acceptance of, or performance on, this contract, the Contractor agrees that in the event of any actual or suspected breach defined as loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users with an authorized purpose have access or potential access to Personally Identifiable Information, whether physical or electronic)the Contractor must immediately (and in no event later than within twenty-four (24) hours of discovery) report the breach to the GSA TTS Contracting Officer (CO) or the Contracting Officer's Representative (COR) and the General Services Administration Incident Response Team. If the breach occurs outside of regular business hours and/or neither the CO nor the COR can be reached, Contractor must contact the POCs as specified by the CO or the COR for emergency contacts outside of business hours within one hour of discovery of the breach. Contractor must also notify the CO and COR and the General Services Administration Incident Response Team as soon as possible during regular business hours. Data breaches must follow reporting and response procedures as defined in GSA IT Security Procedural Guide 01-2, *Incident Response* and GSA Order CIO 9297.2C, *GSA Information Breach Notification Policy*.
- Contractor states that it has a security policy in place that contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, breached. Any notification to End consumers as a result of a breach must be coordinated with GSA TTS. The method and content of any notification by Contractor as a result of a breach will be subject to the approval of GSA TTS. In the event of a breach, Contractor assumes full responsibility for taking corrective action consistent with GSA Data Breach Notification Procedures (<http://www.gsa.gov/portal/directive/d0/content/675850>). Breach notifications involving PII are defined in section "Personally Identifiable Information Notification Requirement".
- Contractor also agrees to cooperate fully with the CO, the GSA Inspector General, and any other authorized Government investigator during any investigation regarding a breach or suspected breach of personally identifiable information. This cooperation includes providing access to documents and systems for a forensic investigation such as systems logs and server images, to determine how or why the breach occurred and how to prevent a similar occurrence in the future. Contractor must also correct, at its own cost, the system or protocol to prevent any future similar breach.

Personally Identifiable Information Notification Requirement

Subject to GSA analysis of the breach and the terms of its instructions to the Contractor regarding any resulting breach notification, a method of notification may include letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by GSA. At minimum, a notification should include: (1) a brief description of how the breach occurred; (2) a description of the types of personal information involved in the breach; (3) a statement as to whether the information was encrypted or protected by other means; (4) steps an individual may take to protect themselves; (5) what the agency is doing, if anything, to investigate the breach, to mitigate losses, and to protect against any further breaches; and (6) point of contact information identifying who affected individuals may contact for further information. The Contractor agrees to assist in and comply with PII/Sensitive PII incident remediation and/or mitigation efforts and instructions, including those breaches that are not a result of the Contractor or employee actions, but the Contractor is an unintentional recipient of privacy data. Actions may include allowing GSA incident response personnel to have access to computing equipment or storage devices, complying with instructions to remove emails or files from local or network drives, mobile devices (BlackBerry, Smart Phone, iPad, USB thumb drives, etc...). In the event that a PII/Sensitive PII breach occurs as a result of the violation of a term of this contract by the Contractor or its employees, the Contractor must, as directed by the contracting officer and at no cost to GSA, take timely action to correct or mitigate the violation, which may include providing notification and/or other identity protection services to affected individuals for a period not to exceed 24 months from discovery of the breach. Should GSA elect to provide and/or procure notification or identity protection services in response to a breach, the Contractor must be responsible for reimbursing GSA for those expenses. To ensure continuity with existing Government identity protection and credit monitoring efforts, the Contractor must use the identity protection service provider specified by GSA.

7.0 Pricing

The offeror shall indicate the price to be charged for each item. The offeror shall submit their pricing in a volume separate from their technical quote, outlining their pricing models, volume tiers and service packaging. The contractor shall also identify the discounts offered by the contractor and/or the contractor's teaming partners(s).

8.0 Evaluation

Technical Evaluation

The following will be used to evaluate technical quotes:

1. Demonstrated capability to meet at least one or more of the required services: Identity Resolution, Address Verification, Account Verification, Behavioral Analytics, Government ID Verification. All vendors should update the attached “Tech Eval: IDP Requirements” sheet. Note that Full Compliance with at least 1 of the 5 service requirements required to qualify.
2. Demonstrated capability to meet or exceed the General Requirements identified in Section 6.0 of the Login.gov Identity Proofing SOW. All vendors should update the attached “Tech Eval: IDP Requirements” sheet.
3. Technical Approach demonstrating:
 - a. A thorough understanding of Identity Proofing process and the requirements.
 - b. Data Quality, Sources & Demographic Coverage including underserved U.S population and global population. All vendors should update the attached “Tech Eval: Proofing Sources” sheet, except those only offering “Behavioral Analytics”
4. Product/Service Roadmap (Past and Future): How do you plan to improve on your service offering in next 12-36 months?
5. Security posture, including:
 - a. Demonstrated capability and technical approach for safeguarding consumer data against any potential breaches
 - b. Security compliance such as PCI, ISO 27001, ISO 27002, SOC 2/3, SIG, CSA CSQ, etc.
 - c. Any prior history, measured impact and response to data breaches within last three years.

Evaluation process

The final award(s) for this requirement will be based on best-value principles, utilizing the trade-off process. Accordingly, award will be made to the responsible and technically acceptable offeror(s) whose quotation provides the greatest overall value to the Government, price and other factors considered.

The Government is more concerned with obtaining superior technical capabilities than with making awards at the lowest overall price to the Government. However, the Government will not make awards at a significantly higher overall price to achieve

slightly superior technical value. Offerors are advised that the technical evaluation factors combined are significantly more important than price.

Instructions to Offerors

Offerors need not possess capabilities in all scope areas in order to be awarded a BPA resulting from this RFQ. Separate BPAs may be awarded as a result of this BPA to successful vendors providing at least one of the scope areas: Identity Resolution, Address Verification, Account Verification, Behavioral Analytics, Government ID Verification. Vendors are free to submit quotes for any one, multiple, or all of the scope areas. When submitting their quote, offerors should clearly indicate which scope areas they are quoting on.

Please see full Instructions to Offerors in the Provisions section below.

Please submit any questions by **January 10th, 2018**.

Quotes are due by January 18th, 2018 at 4:00pm EST.

All quotes must be submitted in two separate volumes (technical volume and price volume) via email to the contracting officer at alberto.munoz@gsa.gov.

The technical volume page limit is 12, single-sided, letter-sized pages with a minimum font size of 12.

9.0 Past Performance

Past Performance Questionnaires do not have to be included in the technical quote; however, offerors should read the instructions at the top of the PPQ form (attached) and shall have all PPQ's submitted in accordance with those instructions.

Past Performance will be used to make a determination of the extent that the Contractor has more than a satisfactory record of past performance history on at least 2 similar Contracts in the past 5 years prior to issuance of this solicitation. Past Performance can be either commercial and/or government references.

“Similar Contracts/Contracts” means providing any support services similar or relevant to the 5 service categories identified in this SOW: Identity Resolution, Address Verification, Account Verification, Behavioral Analytics, Government ID Verification.

Submission of two Past Performance Questionnaires (PPQ's) is required. As stated earlier, failure to comply with the terms and conditions of this RFQ or failure to submit

ALL documents required may result in the Quote being removed from consideration for award of the Contract.

The PPQ should be completed by a person or reference with direct knowledge of the Contractor and Contract referenced. The PPQ's are considered separate documents and shall not to be included as part of the page limitation to the technical quote. See attachment "Past Performance Questionnaire" (PPQ) for the actual questionnaire and submission details.

In addition to reviewing the PPQ's, the Government may utilize any electronic database or source available to check past performance and any other reference information it obtains on its own.

11. CONTRACT CLAUSES

Clauses Incorporated By Reference (FAR 52.252-2) (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 CO will make their full text available. Also, the full text may be accessed electronically at the following Internet address:

<http://www.acquisition.gov/far/>.

FAR 52.212-4, Contract Terms and Conditions – Commercial Items (Jan 2017) FAR 52.224-1, Privacy Act Notification (Apr 1984)
FAR 52.224-2, Privacy Act (Apr 1984)

FAR 52.239-1, Privacy or Security Safeguards (Aug 1996)

FAR 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (June 2016)

FAR 52.204-7, System for Award Management (Oct 2016)

FAR 204-16, Commercial and Government Entity Code Reporting (July 2016) FAR 204-18, Commercial and Government Entity Code Maintenance (July 2016) FAR 52.227-14, Rights In Data – General (May 2014)
FAR 52.232-1, Payments (Apr 1984)

FAR 52.232-8, Discounts for Prompt Payment (Feb 2002) FAR 52.232-11, Extras (Apr 1984)

Full text:

FAR 52.212-5 -- Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (Jan 2017)

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

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor

provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(3) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

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

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

[Contracting Officer check as appropriate.]

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](#)).

 (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 2016) (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 (Jul 2013) (41 U.S.C. 2313).

- __ (10) [Reserved].
- __ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- __ (ii) Alternate I (Nov 2011) of [52.219-3](#).
- __ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- __ (ii) Alternate I (Jan 2011) of [52.219-4](#).
- __ (13) [Reserved]
- (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- __ (ii) Alternate I (Nov 2011).
- __ (iii) Alternate II (Nov 2011).
- __ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- __ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- __ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- (16) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- __ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2017) ([15 U.S.C. 637\(d\)\(4\)](#)).
- __ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- __ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- __ (iv) Alternate III (Nov 2016) of [52.219-9](#).
- __ (v) Alternate IV (Nov 2016) of [52.219-9](#).
- __ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- (19) [52.219-14](#), Limitations on Subcontracting (Jan 2017) ([15 U.S.C. 637\(a\)\(14\)](#)).
- __ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- __ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- (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 (Oct 2016) (E.O. 13126).

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

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

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

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

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 (Mar 2015) ([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](#).)

X(35) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of

the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the *Federal Register* advising the public of the termination of the injunction.

X(36) [52.222-60](#), Paycheck Transparency (Executive Order 13673) (OCT 2016).

___ (37)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

___ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

___ (40)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

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

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

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

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

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

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

X(44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

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

___ (46) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).

___ (47)(i) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).

___ (ii) Alternate I (JAN 2017) of [52.224-3](#).

__ (48) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

__ (49)(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](#).

__ (50) [52.225-5](#), Trade Agreements (Oct 2016) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

__ (51) [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).

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

__ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

__ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

__ (55) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

__ (56) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

~~__~~ (57) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

__ (58) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

__ (59) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

X(60) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

X(61) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(12)).

___ (62)(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](#).

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

[Contracting Officer check as appropriate.]

___ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

___ (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

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

___ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 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](#)).

___ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

__ (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](#)).

__ (11) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

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

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

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

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

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

otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

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

(iii) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([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.

(iv) [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](#).

(v) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)

(vi) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).

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

(ix) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))

(x) [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](#).

(xi) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

(xii)

[52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O 13627](#)).

(xiii) [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](#)).

(xiv) [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](#)).

(xv) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvi) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the *Federal Register* advising the public of the termination of the injunction.

(xviii) [52.222-60](#), Paycheck Transparency (Executive Order 13673) (Oct 2016).

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

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

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

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

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

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

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

(End of clause)

12. PROVISIONS

52.212-1: Instructions to Offerors – Commercial Items (JAN 2017)

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) “Remit to” address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3](#)(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

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

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

- (i) ASSIST (<https://assist.dla.mil/online/start/>).
- (ii) Quick Search (<http://quicksearch.dla.mil/>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

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

- (i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

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

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

(j) *Unique entity identifier.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see [subpart 32.11](#)) for

the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

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

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

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

52.212-2: Evaluation – Commercial Items (JAN 2017)

EVALUATION—COMMERCIAL ITEMS (OCT 2014)

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

See above section 8.0

Technical and past performance, 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)

52.212-3 Offeror Representations and Certifications—Commercial Items.

As prescribed in [12.301\(b\)\(2\)](#), insert the following provision:

OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS
(JAN 2017)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website located at <https://www.sam.gov/portal>. 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—

“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means—

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation

occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’”. The DOL Guidance was initially published in the Federal Register on August 25, 2016, and significant revisions will be published for public comment in the Federal Register. The DOL Guidance and subsequent versions can be obtained from www.dol.gov/fairpayandsafeworkplaces.

“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.

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are—

- (1) Department of Labor Wage and Hour Division (WHD) for—
 - (i) The Fair Labor Standards Act;
 - (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
 - (iii) [40 U.S.C. chapter 31](#), subchapter IV, formerly known as the Davis-Bacon Act;
 - (iv) [41 U.S.C. chapter 67](#), formerly known as the Service Contract Act;
 - (v) The Family and Medical Leave Act; and

- (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors); (2) Department of Labor Occupational Safety and Health Administration (OSHA) for–
 - (i) The Occupational Safety and Health Act of 1970; and
 - (ii) OSHA-approved State Plans;
- (3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for– (i) Section 503 of the Rehabilitation Act of 1973;
 - (ii) The Vietnam Era Veterans’ Readjustment Assistance Act of 1972 and the Vietnam Era Veterans’ Readjustment Assistance Act of 1974; and
 - (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
- (4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (5) Equal Employment Opportunity Commission (EEOC) for– (i) Title VII of the Civil Rights Act of 1964;
 - (ii) The Americans with Disabilities Act of 1990;
 - (iii) The Age Discrimination in Employment Act of 1967; and
- (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act). “Forced or indentured child labor” means all work or service—
 - (6) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
 - (7) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

“Labor compliance agreement” means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate

remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

“Labor laws” means the following labor

laws and E.O.s: (1) The Fair Labor Standards Act.

(2) The Occupational Safety and Health Act (OSHA) of 1970.

(3) The Migrant and Seasonal Agricultural Worker Protection Act. (4) The National Labor Relations Act.

(5) [40 U.S.C. chapter 31](#), subchapter IV, formerly known as the Davis-Bacon Act. (6) [41 U.S.C. chapter 67](#), formerly known as the Service Contract Act.

(7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity). (8) Section 503 of the Rehabilitation Act of 1973.

(9) The Vietnam Era Veterans’ Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance

Act of 1974. (10) The Family and Medical Leave Act.

(11) Title VII of the Civil Rights Act of 1964.

(12) The Americans with Disabilities Act of 1990.

(13) The Age Discrimination in Employment Act of 1967.

(14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).

(15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dosp/osp/approved_state_plans.html).

“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87,

Agricultural Supplies; (3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products; (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

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

or

- (6) Have been voluntarily suspended.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to

section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”— (1) Means a small business concern—

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

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

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

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

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

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

by—

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

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

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

“Subsidiary” means an entity in which more than 50 percent of the entity is owned— (1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“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.

“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.

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

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

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

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

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

Note to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the *Federal Register* advising the public of the termination of the injunction.

(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 posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database 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), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs

[Offeror to identify the applicable paragraphs at (c) through (t) 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 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.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

Line Item No. Country of Origin

[List as necessary]

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

Agreements, is included in this solicitation.)

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

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

Other End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

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

making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) Outside the United States.

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

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-](#)

[4\(c\)\(1\)](#). The offeror does does not certify that—

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

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

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

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

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

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

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

period if the contract period is less than a month) servicing the Government contract; and

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

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

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

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

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

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

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other

. (5) *Common parent.*

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

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

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

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

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

(1) The offeror shall 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 (50 U.S.C. 1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(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)