

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA – FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 57	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Performance and Tracking Software System FFP Pursuant to completion of sections 4.1 (software customization) and 6.0 (milestones) set forth in the PWS. FOB: Destination PSC CD: DB02	3	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	Performance and Tracking Software System FFP Software License and Maintenance				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	Software License FFP User Software License FOB: Destination PSC CD: DB02	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	Maintenance Support Service FFP Pursuant to the performance work statement, the contractor shall provide Maintenance Support Service. FOB: Destination PSC CD: DB02	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	Performance and Tracking Software System FFP Software License and Maintenance				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	Software License FFP User Software License FOB: Destination PSC CD: DB02	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	Maintenance Support Service FFP Pursuant to the performance work statement, the contractor shall provide Maintenance Support Service. FOB: Destination PSC CD: DB02	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	Performance and Tracking Software System FFP Software License and Maintenance				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	Software License FFP User Software License FOB: Destination PSC CD: DB02	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	Maintenance Support Service FFP Pursuant to the performance work statement, the contractor shall provide Maintenance Support Service. FOB: Destination PSC CD: DB02	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Performance and Tracking Software System				
OPTION	FFP				
	Software License and Maintenance				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	Software License	1	Lot		
	FFP				
	User Software License				
	FOB: Destination				
	PSC CD: DB02				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	Maintenance Support Service	12	Months		
	FFP				
	Pursuant to the performance work statement, the contractor shall provide				
	Maintenance Support Service.				
	FOB: Destination				
	PSC CD: DB02				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Performance and Tracking Software System				
OPTION	FFP				
	Software License and Maintenance (6-month Extension)				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AA	Software License	.50	Lot		
	FFP				
	User Software License				
	FOB: Destination				
	PSC CD: DB02				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB	Maintenance Support Service FFP Pursuant to the performance work statement, the contractor shall provide Maintenance Support Service. FOB: Destination PSC CD: DB02	6	Months		

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0002AA 17-SEP-2022	1		M54050 MARINE CORPS EMBASSY SECURITY GROUP 27277 BROWNING RD QUANTICO VA 22134 LCDR YARON RABINOWITZ 703-784-0232 FOB: Destination	M54050
0002AB POP 17-SEP-2022 TO 16-SEP-2023	N/A		(SAME AS PREVIOUS LOCATION) FOB: Destination	M54050
0003	N/A	N/A	N/A	N/A
0003AA 17-SEP-2023	1		M54050 MARINE CORPS EMBASSY SECURITY GROUP 27277 BROWNING RD QUANTICO VA 22134 LCDR YARON RABINOWITZ 703-784-0232 FOB: Destination	M54050
0003AB POP 17-SEP-2023 TO 16-SEP-2024	N/A		M54050 27278 BROWNING ROAD QUANTICO VA 22134 LCDR YARON RABINOWITZ 703-784-0232 FOB: Destination	M54050
0004	N/A	N/A	N/A	N/A
0004AA 17-SEP-2024	1		M54050 27278 BROWNING ROAD QUANTICO VA 22134 LCDR YARON RABINOWITZ 703-784-0232 FOB: Destination	M54050
0004AB POP 17-SEP-2024 TO 16-SEP-2025	N/A		(SAME AS PREVIOUS LOCATION) FOB: Destination	M54050
0005	N/A	N/A	N/A	N/A
0005AA 17-SEP-2025	1		M54050 27278 BROWNING ROAD QUANTICO VA 22134 LCDR YARON RABINOWITZ 703-784-0232 FOB: Destination	M54050

0005AB POP 17-SEP-2025 TO 16-SEP-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M54050
0006 N/A	N/A	N/A	N/A
0006AA 17-SEP-2026	0.50	M54050 27278 BROWNING ROAD QUANTICO VA 22134 LCDR YARON RABINOWITZ 703-784-0232 FOB: Destination	M54050
0006AB POP 17-SEP-2026 TO 16-MAR-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M54050

PERFORMANCE WORK STATEMENT

MARINE CORPS EMBASSY SECURITY GROUP INTEGRATED DATA MANAGEMENT and PERFORMANCE TRACKING PROGRAM SUPPORT

1.0 INTRODUCTION

The Marine Corps Embassy Security Group (MCESG), which selects, trains, and assigns Marine Security Guards and Detachment Commanders at US diplomatic missions worldwide has intensive data management requirements due to its global footprint. MCESG is responsible for tracking over 3,000 Marine Security Guards (MSGs) and Detachment Commanders in 184 Detachments across 150 countries, and thousands of additional Marines identified by the Recruiting and Screening Team (RAST) as potential MSGs and Detachment Commanders. The data-tracking process begins at recruiting, continues through training, and includes the generation of assignments and continuous evaluation monitoring at post. Despite these extensive data requirements, MCESG currently lacks a group-wide, integrated data management system capable of tracking and monitoring MSGs throughout their lifecycle on the program. MCESG has a need for a unified data management system that facilitates performance and data tracking across all phases of the program with an overarching goal of enhancing productivity, communication, and efficiency.

2.0 OBJECTIVES

The objective of this effort is to provide MCESG a solution to track performance and personnel data across the program. The solution will require the use of commercially available software solution that will have Authority to Operate (ATO) on the Marine Corps Business Operations Support Services (MCBOSS) and accessible to users on both the Department of State (DoS) and USMC networks. The software and services included on this PWS directly support the Recruiting and Screening Team Data Management, Schools Data Management, Assignment Generation and Management, and Behavioral Assessment Tool Management. In addition, it shall provide a mechanism for entering and tracking programmatic command reporting requirements (e.g., OPREP, SITREP, etc.). The contractor will ensure System Integrity and Maintenance of the software solution. Data pertaining to individual Marines shall be accessible across different phases of the program to individuals with appropriate permissions.

3.0 SCOPE

The scope of this effort is to provide a capability that enables key users throughout the command to monitor and track performance and personnel data as Marines transition from recruitment through training and onto the program. The users will be the Recruitment and Screening Team, School Leadership and Instructor Advisors, Assignments Team, Behavioral Science Section, Executive Director, Region Leadership and Inspecting Officers, and Detachment

Commanders. The solution will have the ability to equitably generate post assignments while taking into consideration a variety of existing business rules and model constraints. The solution will enable all authorized users to track and enter behavioral observations to enhance screening and training, to inform personnel decisions, and to mitigate risk.

4.0 TASKS

The scope of this contract is separated in two distinctive task areas. Task 1 is for software capability and Task 2 is for a service capability.

SOFTWARE CAPABILITY	<ul style="list-style-type: none"> • Track and manage recruiting data • Track and manage academic and performance data from schoolhouse • Generate assignments to detachments using pre-existing algorithm and model constraints (5x/yr. – for graduates and watchstanders who are rotating) • Track operational and logistical requirements, produce standardized reports, and contain customizable dashboards • Track and manage performance, behavioral, and counterintelligence risk data at post (BATS – entered by Detachment Commanders and Inspecting Officers) • Conduct peer evaluations and include survey capability • Allow users to generate reports and dashboard items as-needed related to pertinent individual and group data • Interface with pre-existing software platforms (e.g., import data from psychological testing software or export data to statistical software)
SERVICE CAPABILITY	<ul style="list-style-type: none"> • Manage user permissions, licenses, seats, and roles • Ensure that class rosters are up-to-date • Ensures that users are moved and assigned to the appropriate detachments • Provide continuity given the frequent military turnover • Serve as a data liaison between recruiting, schoolhouse, and post • Maintain and support the integrity of the software solution • Educate and train users on system use and features

4.1 Task One: Software Management Tool Capability/Customization

The contractor shall provide a software capability that is suitable to execute the following functions:

4.1.1 Recruiting and Screening Team Data Management (RAST)

4.1.1.1 Track and manage all potential recruiting contacts.

4.1.1.2 Capture, store, and make accessible pertinent candidate data entered.

4.1.1.3 Capture pertinent candidate data and identify when they are off-site and/or off-network (e.g., on recruiting trips).

4.1.1.4 Include data entry forms that enable recruits (i.e., people who are not enrolled as users) to enter data remotely via the commercial internet via a cloud-based system.

- 4.1.1.5 Track submission of required documentation for MSG applicants and identify individuals with missing information.
- 4.1.1.6 Allows candidate packages to move from one phase to the next, alerting key users at pre-determined times.
- 4.1.1.7 Generate, store and upload completed Command Screening Checklists.
- 4.1.1.8 Identify candidates and individual pieces of data when there are behavioral Red Flags. Send Red Flag notifications to the Behavioral Science section or any other entity that needs to review the data. The RAST will be automatically notified when a decision is made regarding the suitability of any MSG recruit or when the flag or question has been addressed.
- 4.1.1.9 Ensure that users can generate reports and dashboards based on screening criteria.
- 4.1.1.10 Ensure that the software solution can easily generate class rosters for Schools from available recruiting entries.

4.1.2 Schools Data Management

- 4.1.2.1 Track and manage schoolhouse academic and performance data for every school cycle.
- 4.1.2.2 Contain data entry forms and import procedures in the system to input and track all data presently contained in the Student Temporary Performance File (STPF) and to automatically generate packages for Selection Boards and long-term storage. A partial STPF can be viewed in Appendix A (written counseling statements/responses and Commander's Financial Worksheet NAVMC 1330/2 also comprise the full STPF but are not included in Appendix A).
- 4.1.2.3 Input data that includes a photo capture capability so that a photograph can be stored in every student profile.
- 4.1.2.4 Allow users to generate reports and dashboard items as-needed related to pertinent individual and group data.
- 4.1.2.5 Interface with pre-existing software platforms (e.g., import data from psychological testing software or export data to statistical software).
- 4.1.2.6 Provide for inputting and tracking Instructor Advisor (IA) observations and structured interviews (see sample IA Interview Form in Appendix B).
- 4.1.2.7 Provide the capability for students to complete weekly peer evaluations throughout the school cycle and generate dashboards and reports summarizing that data.
- 4.1.2.8 Capable of generating individual, Detachment-level, and overall class performance reports for use by School and MCESG leadership. Performance reports should be organized by event, cluster/type of event (e.g., Physical, Weapons, Academics), and overall performance.
- 4.1.2.9 Enable the Group Operational Psychologists to assign candidates to individual operational psychologists (7-10 operational psychologists support MCESG each

class to ensure that every student is evaluated) using a risk algorithm and model constraints to ensure equitable distribution of risk, rank, entry source (MGPEF or Fleet), and total numbers based on the number of psychologists listed in the system.

- 4.1.2.10 The capability will exist to designate which psychologists will be assigned Detachment Commander students.
- 4.1.2.11 The solution shall provide the capability to generate an individual schedule for each operational psychologist based on a template provided by the Group Operational Psychologist. The schedule should be exportable in formats for individual psychologists as well as in a consolidated format for use by the Group Operational Psychologist.
- 4.1.2.12 Capable of importing psychological testing using .CSV or .txt files generated by commercial psychological testing software (e.g., Pearson, Q-Local, and PAR).
- 4.1.2.13 Capable of creating and updating statistical normative data based on demographic information (i.e., gender, ethnicity, or age), military rank, or role (i.e., MGPEF, Fleet Marine, or Detachment Commander). The capability shall exist to highlight any testing elevations that are more than one Standard Deviation away from the mean in the deviant direction. In addition, the capability shall exist to enter certain thresholds above which a scale should be flagged (threshold based on research or experience of the group psychologist).
- 4.1.2.14 Capable of collecting background data that is input directly by students on laptop computers provided by MCESG.
- 4.1.2.15 Capable of generating forms and reports that provide a snapshot of total class, detachment-level, or individual candidate data. Reports shall highlight Red Flags and provide a venue for entering psychological risk assessments. The psychological data and Red Flags will only be available to users in the Behavioral Science section.
- 4.1.2.16 Capable of finalizing information online, providing a standardized data set for analysis on current and historical psychological data, and leveraging predictive analytics.
- 4.1.2.17 Generate board packages that highlight salient school and historical data to be used by the MCESG Selection Board to improve decision-making regarding suitability and trainability for the program.
- 4.1.2.18 Include a Board Voting feature. This feature will track and manage board voting results and comments and will automatically tabulate board decisions. Ensure that final decisions can be overruled by the President of the Board. Board packages will be accessible from within the Board Voting feature and visible while voting.
- 4.1.2.19 Dynamically generate and export data sets for statistical analysis. Users should be able to select parameters (time and individuals) and fields for the exportable datasets.

4.1.3 Assignment Generation and Management

- 4.1.3.1 Allow graduates and Marines moving during upcoming movement cycles (five per year, based on which class a student attended at MSG school) to enter Detachment preferences into the Assignments Algorithm.
- 4.1.3.2 Generate assignments to detachments using pre-existing algorithm and model constraints (5x/yr. – for graduates and watchstanders who are rotating).
- 4.1.3.3 The software shall be capable of considering the MCESG Assignments Business Rules in generating Assignments each movement cycle. These include the following: a) MSGs cannot go to posts that are listed in Post Restrictions, b) an MSG cannot go to the same post twice, c) an MSG cannot go to the same Region twice, d) a post cannot receive more than one MSG coming from a Contact Relief post in any given movement cycle, e) 3rd post MSGs cannot go to Contact Relief posts, f) 3rd post MSGs must have a tier total of between 6 and 12, and g) 2nd post MGPEF Marines must have a tier total between 3 and 9.
- 4.1.3.4 Identify Marines who will be moving in each cycle and, using factors delineated by the current Assignments Model, generate draft, official, and final Movement Messages (assignment lists) with the ability to solicit/capture/ incorporate feedback from the Regions following review from the Executive Director and Assignments Chief (for Assignments Model Constraints, Rules, and Assumptions see Watchstander Assignments Business Rules in Appendix C).
- 4.1.3.5 Incorporate a workflow that tracks and monitors the status of medical screening and passport and visa applications.
- 4.1.3.6 Identify Marines who will be moving in each cycle and automatically generate/distribute the movement (assignment) scrub list to Regions and Detachments.
- 4.1.3.7 Based on the scrub list, the software should be able to easily capture changes and automatically update the list following review by the Assignments Section. Additionally, the software shall be able to identify Marines nominated for the Marine Security Augmentation Unit (MSAU) and Designated Country (DC) posts, remove them from the scrub list, and distribute the list of nominees to the respective sections.
- 4.1.3.8 Capture recommendations for future assignments from Schools, IAs, the Executive Director, Detachment Commanders, and Region Leadership.
- 4.1.3.9 Capture the Post Restrictions for individual Marines as delineated by the MCESG Security Manager.
- 4.1.3.10 Capture, manage, and update tier ratings of individual Detachments within a Region.
- 4.1.3.11 Have Region and Detachment manning snapshot capability and will allow for Detachment Tables of Organization to be managed and uploaded to Detachment profiles.
- 4.1.3.12 Capable of sending and receiving messages and push notifications for action to the Regions and Detachments to include the ability to collect and tabulate voting responses to questions posed.
- 4.1.3.13 Capable to expedite and capture surveys and its results and generate reports.

- 4.1.3.14 Able to track passport and visa status.
- 4.1.3.15 Able to upload and track flight itineraries into the student profile by the Group Personnel Administrative Center (GPAC).
- 4.1.3.16 Track and report out of cycle transfers.
- 4.1.3.17 The solution shall enable the ability for regions to see and access information for inbound and outbound MSGs prior to their official transfer into their gaining detachments.
- 4.1.3.18 Able to process submissions and approvals of post change requests.

4.1.4 Operations and Reporting Requirements

- 4.1.4.1 The solution will have the capability to track ongoing missions (i.e., VIP support, MSAU, etc.).
- 4.1.4.2 The solution will have the capability to track operational and logistical requirements (i.e., manning/personnel, medical readiness, vaccinations, weapons systems, supplies, dependent information, MSGR information. See Appendix D). Information regarding accountability (T/O vs. on-hand) will feed directly into total personnel numbers and shall be viewable in roll-ups (dashboards) at the regional and HQ level, and in each detachment commander's dashboard page.
- 4.1.4.3 The solution will enable customizable and modifiable dashboards containing pertinent and current operating information for different users of the system based on their roles (i.e., operations chief, executive director, detachment commanders, region commanders, etc.).
- 4.1.4.4 The solution will be able to track all operational and logistics status report information and reportable requirements (i.e., SITREPS, OPREPS, command chronologies, semi-annual inspection reports (SAI)).
- 4.1.4.5 Given the appropriate data inputs, the solution will contain the ability to produce standardized OPREPS and SAI reports that can be exported in a given format (i.e., Word, Adobe, and Excel).
- 4.1.4.6 The solution will have to capability to upload and attach files including special protective requirement (SPE) waivers and Marine Security Guard Residence (MSGR) waivers.

4.1.5 Behavioral Assessment Tool (BAT) Management

- 4.1.5.1 Allow Detachment Commanders to capture behavioral observations for their watchstanders in real time and provide notifications of problematic behavioral (Red Flags) to need-to-know entities. Software shall be able to collect Behavioral Observations data using the template and format specified by the MCESG Behavioral Science Section (see Appendix E for list of behavioral observations).
- 4.1.5.2 Capture Quarterly Behavioral Assessment Tool (BAT/s) surveys (see Appendix D for list of behavioral observations/BAT items).

- 4.1.5.3 Capable of collecting observations and complete BATs on laptops and desktop computers.
- 4.1.5.4 Capable of generating reports that identify any deviant responses (Red Flags) in either a behavioral observation or a quarterly BAT and notify need-to-know entities, in real time, when a deviant response (Red Flag) in either a behavioral observation or a quarterly BAT is entered.
- 4.1.5.5 Allow for Program, Detachment, and Region-wide trends to be generated in reports and dashboards and data to be exported for statistical analysis.
- 4.1.5.6 Track and manage performance, behavioral, and counterintelligence risk data at post (BATS – entered by Detachment Commanders and Inspecting Officers).
- 4.1.5.7 Include controls to ensure that only Detachment Commanders can enter data on their Marines and that a Detachment Commander cannot view data belonging to another Detachment.
- 4.1.5.8 Capable of collecting data input from Inspecting Officers and providing data access to Inspecting Officers and Region Commanders restricted to the applicable/cognizant Region of the user.
- 4.1.5.9 Capable of running trend analytics and generating reports to be used by the MCESG Executive Director and Behavioral Science Section.

4.1.6 Licensing

- 4.1.6.1 The Contractor shall provide concurrent licenses for a maximum of **700** users. Licenses will be used across all locations where MCESG personnel are located.
- 4.1.6.2 User licenses shall be distributed across the MCESG components according to the following: **RAST = 10; SCHOOLS = 325; BAT = 200.** Headquarters/Operations personnel will require **75** and region leadership will require **90**. Schools will only require limited access to the system and those 325 licenses will be seats (5 different individuals per seat/license, per year).
- 4.1.6.3 The contractor shall provide software licensing specific to the analytical tool software. As part of the licensing the contractor shall:
 - 4.1.6.3.1 Provide software that includes all custom configured modules and seats to access the software.
 - 4.1.6.3.2 Under the terms of the licensing agreement, the contractor shall guarantee that the software is always utilizing the latest release that has been tested before delivery to the Government.
 - 4.1.6.3.3 Maintain the latest software release and ensure analytical tool is compatible with the most current technology advancements.
 - 4.1.6.3.4 Ensure each release offers the latest features that will extend the capability and usability of analytical tool in the end user's operational environment.

4.1.7 Mobile Device Capability (OPTIONAL CLIN)

- 4.1.7.1 The software solution shall be accessible on government or personal cell phones, tablets, and other mobile devices via the commercial internet using two-factor authentication.

4.2 Task 2: Support Services

4.2.1 System Integrity and Maintenance

4.2.1.1 The contractor shall:

- 4.2.1.1.1 Maintain and support the integrity of the software solution and ensure that it can run effectively via the MCBOS cloud architecture.
- 4.2.1.1.2 Ensure each release offers the latest features that will extend the capability and usability of analytical tool in the end users' operational environment.
- 4.2.1.1.3 Safeguard and archive data.
- 4.2.1.1.4 Provide software maintenance central to the modification of the software solution after delivery to correct faults, to improve performance, and to upgrade the software with each new release.
- 4.2.1.1.5 Manage user permissions and roles within the software platform.
- 4.2.1.1.6 Perform systems maintenance tasks such as system back-up and file maintenance. The contractor shall test system software upgrades, resolve simple technical problems, and participate in software testing, evaluation, and integration of new forms and reports into the software platform.
- 4.2.1.1.7 Document software defects using a bug tracking system and report defects to software writers. The contractor shall identify, analyze, and document problems with program functions, output, or content.
- 4.2.1.1.8 Provide support within 24-hours of initial notification of an issue. Ensure that any bugs, glitches, or problems contained in the software that are identified by the Government are properly addressed and resolved within 72-hrs.
- 4.2.1.1.9 Provide an electronic ticketing system to manage software concerns and adjudicate resolution to resolve issues. The Contracting Officer's Representative (COR) will be copied on all ticketed software issues.
- 4.2.1.1.10 Provide continuity between billet turnovers.
- 4.2.1.1.11 Ensure that the software is the latest release and that it has been tested before delivery to the Government.
- 4.2.1.1.12 Deliver maintenance on the latest software release and ensure it is compatible with the most current technology advancements and

compatible with the historical database as software version changes and/or updates are performed.

4.2.2 Training Support

- 4.2.2.1 Create a user manual and provide training to uniformed and contracted personnel on a recurring basis to ensure competence with the software system.

5.0 SYSTEM REQUIREMENTS

- 5.1 The software solution shall be a cloud-hosted analytic solution in keeping with USMC modernization strategy (USMC Modernization for Cloud Policy Memorandum dated 06 May 2019 as well as the soon-to-be-released USMC Cloud Implementation Plan Release 1.0 dated June 2021), with the exact solution and platform to be specified on award.

5.2 Alternative 1: Solution using current MCBoss DevSecOps ecosystem in the AWS GovCloud

- 5.2.1 The software solution shall utilize the MCBoss, as delineated in the MCBoss 131848Z Nov 20 message, to include the DevSecOps ecosystem (i.e., Appian, Pega, Tanzu, and C2S2-SAE software factories) or the MCBoss Self-Service AWS GovCloud Native environment.

5.3 Alternative 2: Solution incorporating new software into the MCBoss DevSecOps ecosystem in the AWS GovCloud

- 5.3.1 Any software solution that does not utilize the MCBoss DevSecOps ecosystem (i.e., hosted through the MCBoss AWS GovCloud) will be eligible to obtain an ATO on MCBoss. The requirements for utilizing the MCBoss AWS GovCloud environment are as follows:
 - 5.3.1.1 The software solution must be capable of being hosted in an AWS GovCloud account provided by MCBoss within the CI/CD framework (Terraform/Puppet) and leveraging approved cloud service offerings in AWS (which can be seen as components to the AWS Package in the catalog or on <https://www.mcboss.usmc.mil/services/cloud-native-services>).
 - 5.3.1.2 The services used must be among those available (see catalog components) and shall be configured normally, with the following exceptions:
 - 5.3.1.2.1 Cloud services (EC2, Lambda, EBS, S3, RDS, etc.) must be configured and invoked via Terraform Scripts. Services cannot be created or destroyed via the console. The console shall only be used for shutdown and restart, not create and terminate. Please note, because some personnel can be granted create/terminate rights in the AWS Cloud Native subscription, the persons with that elevated privilege will require a T3 background check.
 - 5.3.1.2.2 Software shall be configured on top of the MCBoss AWS GovCloud via automated provisioning scripts (e.g., puppet/Ansible). Those scripts shall include any necessary STIGing of the software.
 - 5.3.1.2.3 The software shall pass quality and security checks (XRAY/SonarQube/Fortify) and be appropriately STIG'd.

- 5.3.1.2.4 If EC2 instances are used, HBSS and ACAS agents shall be installed on the OS those EC2 instances.
 - 5.3.1.2.5 Specific logging will be required to feed an S3 bucket that sends information to C5ISR DEVCOM (i.e., there may be more Cloudwatch and API logs than is customary).
 - 5.3.1.2.6 Single-Sign-On will be through the F5 and shall require a CAC. The documentation on the MCBOS website provides details.
 - 5.3.1.2.7 There shall be a Juniper VPN encrypting traffic between your account and the SCCA. Details are provided during the onboarding process.
- 5.4 The software solution will meet MCBOS compliance and all DOD and USMC network security requirements.
- 5.5 The software solution will be accessible via the Department of State and USMC networks as well as through the commercial internet (i.e., white line).
- 5.6 The solution must allow operational psychologists who do not have CACs to enter and save information on standalone computers that do not connect to the internet. Specific computers will be provided to them for this use. It must be possible to extract data from these computers and push it to the cloud.
- 5.7 MGPEF students without .mil or DoS email accounts shall be capable of logging into the system using only their CAC authentication certificates (PIV).
- 5.8 The solution will allow for the creation of customizable dashboards based on user role and needs.
- 5.9 The Government has unlimited rights to all documentation/material produced to include human performance data under this contract. All documents, materials, and data produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents, materials and data may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

6.0 DELIVERY SCHEDULE OBJECTIVES

If leveraging the MCBOS DevSecOps ecosystem, the below timeline is applicable. If leveraging the MCBOS AWS Self-Service GovCloud, the below timeline will take effect upon receipt of the interim ATO.

6.1 Milestone 1: Within four months of the contract award, the contractor shall:

- Deploy a fully-operational software solution for RAST that facilitates tracking of all recruits (both Fleet and MGPEF) and allows data gathered during the recruitment process to be accessible by key members of the School and Behavioral Science.
- Deploy a fully-operational software solution for Schools to track and manage academic and performance data for every student in every school cycle with the ability to enter behavioral observations, generate reports, and develop student packages.

6.2 Milestone 2: Within six months of the contract award, the contractor shall:

- Deploy a fully-operational software solution to track and monitor behavioral observations and complete quarterly BATs of MSGs and Detachment Commanders on the program and automatically notify Region, Behavioral Science, and S-2 of any Red Flags.

6.3 Milestone 3: Within nine months of the contract award, the contractor shall:

- Deploy a fully-operational software solution for Assignments to generate scrub lists and movement messages based on the Assignments Model with the ability to modify and adjust both based on feedback from Regions and Special Staff Sections.
- Deploy a fully-operational software solution for Operations and Reporting Requirements with the ability to track operational and logistical requirements, produce standardized reports, and contain customizable dashboards and roll-ups.

7.0 PERFORMANCE REQUIREMENT SUMMARY

Task	Performance Standard	Acceptable Quality Level (AQL)	Surveillance Method
Task 1: Overall Software Capability/Customization	<ul style="list-style-type: none"> • Software with active ATO on MCBOS • Software capable to suit MCEG's Information Technology infrastructure • Software capable of processing all data input and output listed in the PWS • Software capable of maintaining access controls per PWS criteria 	<ul style="list-style-type: none"> • 100% ATO • 100% compliance with all line items in section 5.0 "System Requirements" 	<ul style="list-style-type: none"> • Possess and maintain ATO • Overall software capability and technical compliance inspected by MCBOS subject matter experts (SMEs) and end users (e.g., CO, Executive Director, Group Psychologist, etc.) who will provide direct feedback to the COR
Task 1.1: Recruiting and Screening Team Data Management (RAST)	<ul style="list-style-type: none"> • Track, manage, and store data pertaining to all recruiting contacts in accordance with the line items found in subsection 4.1.1 	<ul style="list-style-type: none"> • 100% compliance within the timeframe specified in section 6.0 "Delivery Schedule Objectives" 	<ul style="list-style-type: none"> • Software functionality inspected by the RAST Chief who will provide direct feedback to the COR
Task 1.2: Schools Data Management	<ul style="list-style-type: none"> • Track and manage all schoolhouse academic and performance data in accordance with the line items found in subsection 4.1.2 	<ul style="list-style-type: none"> • 100% compliance within the timeframe specified in section 6.0 "Delivery Schedule Objectives" 	<ul style="list-style-type: none"> • Software functionality inspected by the Executive Director and School Officer-in-Charge (OIC) who will provide direct feedback to the COR
Task 1.3: Assignment Generation and Management	<ul style="list-style-type: none"> • Track and manage all data and information relating to Assignment Generation and Management in accordance with the line items found in subsection 4.1.3 	<ul style="list-style-type: none"> • 100% compliance within the timeframe specified in section 6.0 "Delivery Schedule Objectives" 	<ul style="list-style-type: none"> • Software functionality inspected by the Executive Director and Assignments Chief who will provide direct feedback to the COR
Task 1.4: Operations and Reporting Requirements	<ul style="list-style-type: none"> • Track and manage all data and information pertaining to Operations and Reporting Requirements in accordance with the line items found in subsection 4.1.4 	<ul style="list-style-type: none"> • 100% compliance within the timeframe specified in section 6.0 "Delivery Schedule Objectives" 	<ul style="list-style-type: none"> • Software functionality inspected by the Executive Director and Operations Chief who will provide direct feedback to the COR
Task 1.5: BAT Management	<ul style="list-style-type: none"> • Track and manage all BAT data in accordance with the line items found in subsection 4.1.5 	<ul style="list-style-type: none"> • 100% compliance within the timeframe specified in section 6.0 "Delivery Schedule Objectives" 	<ul style="list-style-type: none"> • Software functionality inspected by the Executive Director and Group Psychologist who will provide direct feedback to the COR
Task 1.6: Licensing	<ul style="list-style-type: none"> • The Contractor shall provide concurrent licenses for a maximum of 700 users in accordance with the line items found in subsection 4.1.6 	<ul style="list-style-type: none"> • 100% compliance within the timeframe specified in section 6.0 "Delivery Schedule Objectives" 	<ul style="list-style-type: none"> • Software licensing inspected by the MCEG S-6 who will provide direct feedback to the COR

Task 1.7: Mobile Device Capability	<ul style="list-style-type: none"> • The software solution shall be accessible on government or personal cell phones, tablets, and other mobile devices via the commercial internet using two-factor authentication 	<ul style="list-style-type: none"> • 100% compliance within the timeframe specified in section 6.0 “Delivery Schedule Objectives” 	<ul style="list-style-type: none"> • Mobile device capability inspected by the MCESG S-6 who will provide direct feedback to the COR
Task 2: Support Services	<ul style="list-style-type: none"> • Provide services required under the Support Services section • Ensure software operability and data integrity • Maintain software updates • Provide training; complete and deliver training manuals 	<ul style="list-style-type: none"> • 100% compliance with preparation and delivery of forms • 95% software tool operability • Software malfunctions addressed within a 24hr period from moment of notification, and resolved within 72hrs • Delivery of training and manuals 	<ul style="list-style-type: none"> • System operability • Inspection of data output (e.g., forms) • User feedback
Task 2.1: System Integrity and Maintenance	<ul style="list-style-type: none"> • Manage and support the integrity of the software solution, user permissions and roles. Provide maintenance checks and technical support in accordance with the line items found in subsection 4.2.1 	<ul style="list-style-type: none"> • 100% compliance with the line items found in subsection 4.2.1 	<ul style="list-style-type: none"> • System Integrity and Maintenance inspected by the MCESG S-6 who will provide direct feedback to the COR
Task 2.2: Training Support	<ul style="list-style-type: none"> • Provide education and training in accordance with the line items found in subsection 4.2.2 	<ul style="list-style-type: none"> • 100% compliance with the line items found in subsection 4.2.2 	<ul style="list-style-type: none"> • Training Support inspected by the MCESG S-6 who will provide direct feedback to the COR

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016

52.204-22	Alternative Line Item Proposal	JAN 2017
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	OCT 2020
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	MAY 2014
52.209-5	Certification Regarding Responsibility Matters	AUG 2020
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	FEB 2016
52.212-1	Instructions to Offerors--Commercial Items	JUL 2021
52.212-2	Evaluation - Commercial Items	OCT 2014
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.252-3	Alterations in Solicitation	APR 1984
52.252-5	Authorized Deviations In Provisions	NOV 2020
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors	MAY 2016

252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7003	Item Unique Identification and Valuation	MAR 2016
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7018	Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program	FEB 2014
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7020	Rights In Special Works	JUN 1995
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7032	Rights In Technical Data And Computer Software (Foreign)	JUN 1975
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (FEB 2021)

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

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

“Covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

"Forced or indentured child labor" means all work or service-

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

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

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

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

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

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

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

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

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

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

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations

do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

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

“Sensitive technology”--

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

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

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

"Small business concern"--

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.
- (2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate

factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term

“successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

—

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

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

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

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product,"

"Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

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

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

Line item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line item No.

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Line item No.	Country of origin
_____	_____
_____	_____

_____	_____
-------	-------

[List as necessary]

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

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

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

Other End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) *Listed end products.*

Listed end product	Listed countries of origin
_____	_____
_____	_____
_____	_____

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

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

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

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

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

(2) (☐) Outside the United States.

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

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

(2) (☐) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

(☐) TIN: -----.

(☐) TIN has been applied for.

(☐) TIN is not required because:

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

(☐) Offeror is an agency or instrumentality of a foreign government;

(☐) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

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

(5) Common parent.

(____) Offeror is not owned or controlled by a common parent;

(____) Name and TIN of common parent:

Name - ____ .

TIN - ____ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. By submission of its offer, the offeror represents that--

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

Immediate owner CAGE code: ____

Immediate owner legal name: ____

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

Is the immediate owner owned or controlled by another entity:

[____] Yes or [____] No.

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

Highest level owner CAGE code: ____

Highest level owner legal name: ____

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

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

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

Predecessor legal name: ____ .

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

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

— .

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

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

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

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

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

(2) The Offeror represents that--

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

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

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2021)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

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

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

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), 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 (JUN 2020) (41 U.S.C. 3509).

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

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

____ (5) [Reserved]

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

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

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).

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

____ (10) [Reserved]

____ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

____ (ii) Alternate I (MAR 2020) of 52.219-3.

____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (ii) Alternate I (MAR 2020) of 52.219-4.

____ (13) [Reserved]

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

____ (ii) Alternate I (MAR 2020) of 52.219-6.

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

____ (ii) Alternate I (MAR 2020) of 52.219-7.

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

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (NOV 2016) of 52.219-9.

____ (iii) Alternate II (NOV 2016) of 52.219-9.

____ (iv) Alternate III (JUN 2020) of 52.219-9.

____ (v) Alternate IV (JUN 2020) of 52.219-9.

____ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

____ (ii) Alternate I (MAR 2020) of 52.219-13.

____ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (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 (MAR 2020) (15 U.S.C. 657f).

X____ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (NOV 2020) (15 U.S.C. 632(a)(2)).

____ (ii) Alternate I (MAR 2020) of 52.219-28.

____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (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 (MAR 2020) (15 U.S.C. 637(m)).

____ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

____ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).

X____ (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

X____ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).

X____ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

X____ (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

____ (ii) Alternate I (FEB 1999) of 52.222-26.

X____ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

____ (ii) Alternate I (JUL 2014) of 52.222-35.

X____ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

____ (ii) Alternate I (JUL 2014) of 52.222-36.

X____ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

X____ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X____ (35)(i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (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____ (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (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.

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

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

____ (ii) Alternate I (JUN 2014) of 52.223-16.

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

- ____ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ____ (46) 52.223-21, Foams (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 (JAN 2021) (41 U.S.C. chapter 83).
- ____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (JAN 2021) (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 (JAN 2021) of 52.225-3.
- ____ (iii) Alternate II (JAN 2021) of 52.225-3.
- ____ (iv) Alternate III (JAN 2021) of 52.225-3.
- ____ (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X____ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 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) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
- ____ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ____ (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X____ (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).
- ____ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- ____ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- ____ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ____ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).
- ____ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. 55305 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

____ (iii) Alternate II (FEB 2006) of 52.247-64.

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

____ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

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

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

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

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

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

____ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).

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

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

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

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

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

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

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

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
- (xiii) ____ (A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).
____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (Jan 2017) of [52.224-3](#).

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

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

FAR 52.212-1 ADDENDUM

FAR 52.212-1 ADDENDUM TO INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS ADDITIONAL INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFERORS

1. Instructions, Conditions and Notices to Companies

1.1 The Government intends to award a Firm Fixed Price (FFP) Purchase Order for an Integrated Data Management and Performance Tracking Support System. The contract shall include one 12-month base period. Within the base year, the total price shall include delivery and availability of a fully functional software system, training, user license and maintenance support. The contract shall also consist of four one-year priced options under the authority of FAR 52.217-9 "Option to Extend the Term of the Contract" and an option for a six-month extension pursuant to the authority of, FAR 52.217-8 "Option to Extend Services". Each Company shall submit a quote that clearly and concisely describes and defines the Quoter's response to the requirements of this solicitation. Use of general or vague statements such as "standard procedures will be used" will not satisfy this requirement. Unnecessary elaboration or presentations beyond that sufficient to present a complete and effective quote are not desired and may be construed as an indication of the Quoter's lack of understanding. Elaborate artwork and expensive visual or other presentation aids are neither necessary nor desired. This effort will be in accordance with FAR 12 "Acquisition of Commercial Items" and FAR Part 13.5 "Simplified Procedures for Certain Commercial Items" procedures. The contract activity is the Marine Corps Installation National Capital Region (MCINCR), Quantico Virginia. This procurement is solicited on the basis of full and option competition among small businesses only.

1.2 Companies must submit a quote and other information in strict accordance with these instructions. Failure to do so may result in the Quoter's submission being determined as unacceptable and ineligible for award. Each Quoter's submission shall be screened by the Contracting Officer or a designee upon receipt to ensure compliance with the instructions contained in the Request for Quotes (RFQs). Elimination of a Quoter is at the sole discretion of the Contracting Officer.

1.3 The contract award shall be made in accordance with the following information contained in FAR 52.212-1 ADDENDUM and FAR 52.212-2 ADDENDUM. Each Quoter must submit a quote

including information pertaining to Technical Capabilities, Past Performance and Price. The Government will evaluate each Quoter's understanding of the contract and PWS requirements, and each Quoter's ability to perform the work on the basis of its quote.

- 1.4 QUESTIONS:** Quoters may submit questions requesting clarification of solicitation requirements. All questions must be received by: **3:00 PM EST, 01 October 2021**. All questions shall be submitted via email to the Contracting Officer and Contract Specialist. Questions shall be submitted hard copy and electronically to Ms. Amanda Dupont, Contract Specialist at amanda.dupont@usmc.mil and Mr. Michael Williams, Contracting Officer at michael.williams6@usmc.mil.

Please submit questions in the table format below via Microsoft Word.

Solicitation Section	Comment/Question

NOTE: Due to the firewall at Quantico, please be advised that it is the Quoter's responsibility to ensure all electronic submittals of questions are received by the Contracting Officer in the timeframe given above.

- 1.5** The Government reserves the right to incorporate all or part of the successful quote's content into any contract awarded pursuant to this solicitation. In the event of any conflict between the successful quote and any other portion of the contract, the conflict shall be resolved in favor of the contractual terms that were provided in the Government's solicitation. Moreover, in the event that the successful quote exceeds any solicitation requirement it will become the minimum or threshold contract requirement.

2. Instructions for Submission of Quotes

Quoters shall submit one hard copy version of the quote and an electronic copy of the entire quote by no later than the closing date and time of the solicitation listed in block 8 of the 1449. The electronic copy shall be emailed to indicate the quoter's name, the solicitation number and the associated volume numbers. In cases where the hard copy and the electronic copy of the quote conflict, the hard copy shall take precedence. Pricing information shall be provided in Microsoft Word and Excel format (completed pricing template and basis of estimates). All spreadsheets shall be in Microsoft Excel format such that each mathematical equation is obvious. No fields shall be password protected. If files are compressed, the necessary decompression program must be included. All documents requiring signature shall be provided in PDF. All offerors shall comply with the instructions for quote format and content. Quotes that do not comply with these instructions may be considered non-responsive and render the quoter ineligible for award. Hard copy quotes shall be sent via public or private courier or hand delivered to the following address and must be received prior to the cutoff date/time to:

Number of required hard copies per volume is as follows:

VOLUME	VOLUME TITLE	COPIES (includes one (1) Original)	PAGE LIMIT	Electronic Copy	Hard Copy
I	Factor 1: Technical Capabilities	1	20 pages	1	1

II	Factor 2: Past Performance	1	10 pages	1	1
III	Factor 3: Price	1	No Limit	1	1

Physical copy of quotes shall be delivered to the following address:

ATTN: Ms. Amanda Dupont
 Marine Corps Installations National Capital Region -
 Regional Contracting Office (MCINCR-RCO)
 2010 Henderson Road
 Marine Corps Base (MCB)
 Quantico, VA 22134

2.1. Quote Format

In order to maximize efficiency and minimize the time for quote evaluation, contractors should submit their quotes in accordance with the format and content specified.

- Microsoft Office compatible
- 1 inch margins on all sides and printable on 8.5" x 11" paper
- 12 point font, Times New Roman for text material. For graphics, figures and exhibits, contractor is allowed to use no less than 10 point font and no more than 12 point font Times New Roman. Contractor is encouraged to incorporate graphics, figures and exhibits as attachments to the volume. If included within the volume text, it will count in the overall page count of the volume. Attachment will not impact the page count limitations.
- Single sided pages
- Graphs, drawings and "Screen Shots" of pictures depicting an element(s) of the proposed approach must be clear and legible.
- Printable on 11 x 14 inch for foldouts, matrixes, Work Breakdown Structure, if preferred;
- Single-spaced typed lines;
- No photographs or hyperlinks are permitted; and
- Microsoft Office 2016 compatible files are required

2.2. Quote Content

Each quote shall contain the following volumes/sections:

Volume I: Factor 1- Technical Capability

Volume II: Factor 2- Past Performance

Volume III: Factor 3- Price

Pricing information shall only be included in Volume III

2.2.1 Quotation Letter - The Quotation Letter shall be signed by an authorized company official and include the following:

- 1) The Solicitation number.
- 2) Company Information. Provide the name, address, DUNS number, CAGE Code, and telephone number of the Quoter.
- 3) Authorized Personnel. Provide the name, title, telephone number, facsimile number, and e-mail address of the company/division point of contact that can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government.
- 4) Terms of any express warranty.
- 5) "Remit to" address, if different than mailing address.
- 6) Acknowledgment of Solicitation Amendments (if applicable).
- 7) Agreement with terms. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the RFQ. Companies are to clearly detail any exceptions taken and the rationale for the exceptions taken to the RFQ. Please note that exceptions taken to the RFQ may render the quote unacceptable to the Government.
- 8) Identify any enclosures being transmitted.
- 9) State the length of quote validity (at least a minimum of 90 days).

2.2.2 Standard Form (SF) 1449 - Complete Blocks 17a and 30a-c of Page 1 of the Solicitation (signed and dated). Failure to do so may lead to rejection of the offer.

2.2.3 FAR 52.212-3 - 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 Quoter shall complete electronically), FAR 52.209-5, and DFARS 252.209-7992 DEV. Companies who have completed the representations and certifications in the System for Award Management (SAM) do not need to submit a separate copy. Instead, they shall include a statement stating their representations and certifications are up to date in SAM.

2.3 Volume I - Factor 1 - Technical Capability

2.3.1 The Quoter's technical capability submission shall include all relevant supporting information required or specified in the Solicitation. This Volume shall be limited to **twenty (20) pages, single sided, not including exhibits and attachments.**

1. The Quoter's technical quote shall provide a technical solution that addresses the following:
 1. Description of software solution that demonstrate executability to meet the PWS customization requirements. Include process flowchart to account for all subtasks functionalities in section 4 the PWS.
 2. Approach considered to meet the software customization delivery schedule included in Section 6 of the PWS
 3. Process description that demonstrate solution suitability to comply with the MCBOS requirements per section 5.0 of the PWS.
 4. Provide licencing arrangements to meet PWS section 4.1.6 requirements

5. Describe the quoted mobile software capability, its functionality and applicability to the PWS
6. Provide service arrangement to meet section 4.2 of the PWS.

2.4 Volume II - Factor 2 – Past Performance

The Quoter's past performance quote shall not exceed 10-pages, not including the Past Performance Questionnaire (PPQ). The quote should address the quality of a Quoter's recent (performed within three (3) years of the RFQ issued date) and relevant (similar in size and scope) past performance based on the input received by the Quoter, its references and other reliable sources contacted by the Government. For those efforts currently being performed, the quoter must have performed for at least six (6) months from the date of issuance of this RFQ. Companies that have no record of past performance (i.e. new businesses) must submit a signed and dated past performance certification statement to that effect. The Quoter should provide at least three (3) references demonstrating relevant past performance to demonstrate the quality of performing the same or similar services within the last three (3) years. Include the following fields:

- Customer;
- Contract/Task Order Number;
- Program name;
- Period of Performance;
- Contract type;
- Total contract value;
- Names/Telephone numbers/e-mail for the Procuring Contracting Officer, Contracting Officer's Representative, Government Project Manager, or other Point of Contact with technical knowledge of the past performance sufficient to complete the PPQ.

Attachment 1: The Past Performance Questionnaire (PPQ) is included as an attachment to the RFQ. The Quoter shall provide a copy of the PPQ and return to Ms. Amanda Dupont at amanda.dupont@usmc.mil and Mr. Michael Williams at michael.williams6@usmc.mil no later than the closing date and time of the solicitation listed in block 8 of the 1449.

The Government may request additional past performance information from others using a PPQ. The Government may also use other information such as Contractor Performance Assessment Reporting System (CPARS), DoD Past Performance Information Retrieval System (PPIRS) and the Federal Awardee Performance and Integrity Information System (FAPIIS) data available from Government sources to evaluate a Quoter's past performance. The Government reserves the right to limit or expand the number of references it decides to contact and to contact references other than those provided by the Quoter.

2.5 Volume II - Factor 3 – Price

2.5.1 General Information: The Quoter shall provide a total FFP per line items. The quote shall include a price for each CLIN. Prices shall be rounded to the nearest dollar and include the unit price and total for each Contract Line Item Number (CLIN). The Quoter shall provide a Total Evaluated Price. The Total Evaluated Price is the sum of the values of amounts quoted on all CLINs and must be provided in the quote. The Quoter shall provide sufficient price information to allow the Contracting Officer to determine the reasonableness of the proposed prices. No ambiguities of inclusion, exclusion, or content shall be

extended and lack of content or clarity with regard to pricing shall be considered as representing a “non-responsive” quote. Deviations from the pricing structure may result in the quote being considered non-responsive to the solicitation.

3. Base Access: All contractors entering Marine Corps Base Quantico are required to follow the installation’s base access instructions.

Base Access - Defense Biometric Identification System (DBIDS) Frequently Asked Questions

Where do I register for DBIDS?

Individuals must pre-enroll, go to

<https://dbids-global.dmdc.mil/enroll#!/> and complete the registration process (PMO bldg. 2043 or at the Commercial Vehicle Inspection Lot near the MCCS Outdoor Adventures Center and Game Check Station) within 30 Days. Print out the online confirmation and bring to the base to complete the process.

To complete your DBIDS processing and receive your DBIDS credential, visit the MCB Quantico Commercial Vehicle Inspection (CVI) Lot or the Provost Marshal's Office bldg. 2043. Please allow 10 days from your online pre-registration date for Processing of your information, and bring your pre-registration confirmation printout.

Does everyone in a vehicle need to be registered in DBIDS?

All individuals requiring routine access to the installation will need to register.

What happens if I don't pre-enroll?

Pre-enrollment helps to expedite the processing time before checking in at the Provost Marshal's Office or CVI-Lot. There will be additional delays if the pre-enrollment is not completed in advance.

How long does registration take?

Registration times will vary. If you complete pre-enrollment before coming to Quantico, registration should only take a few minutes.

If I have a DBIDS card at another base, do I need to register again for Quantico?

Yes, go directly to PMO or the CVI Lot with your DBIDS card to receive MCB Quantico permissions.

FOR CONTRACTORS & VENDORS

Base Access Control is intended to process contractors & vendors who conduct official business aboard MCB Quantico at either the MCB Quantico Commercial Vehicle Inspection (CVI) Lot or the Provost Marshal's Office bldg. 2043.

Business Hours: 6:00 a.m. - 3:00 p.m. (Mon-Fri) CLOSED on Saturday/Sunday

703 432-0603 or 703 784-4423

Quantico_DBIDS@usmc.mil

Visit the Quantico Base Access Webpage for all the details: <https://www.quantico.marines.mil/Base-Access/>.

(End of provision)

FAR 52.212-2 ADDENDUM**52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014) (ADDENDUM)****1.0 EVALUATION**

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 Government reserves the right to award no contract at all, depending on the quality of the quote submitted. The following factors shall be used to evaluate offers:

- Factor 1 – Technical Capability
- Factor 2 – Past Performance
- Factor 3 – Price

The Government will select the best overall quote, based on a comparative evaluation process between quotes in accordance with FAR 13.106-2(b). Price/Technical Tradeoff is expected to obtain the best value because of the complexity of the requirements, and the direct impact of the contract on the necessitating a high quality of service. When using the comparative evaluation methods IAW FAR 13.106-2(b)(3), the Government is not required to identify relative weight of evaluation factors, hold discussions, or use other FAR Part 15 procedures under the comparative evaluation process. Direct comparisons are made by comparing one acceptable quotation with another in a uniform and fair manner to determine which Quoter provides the Government what is needed as outlined in requirements listed in the Performance Work Statement (PWS). Award therefore may not be made to the Lowest Price Technically Acceptable (LPTA).

1.1 Factor 1 - Technical Capability

1.1.1 The Quoter's technical quote will be evaluated based on the following:

1. Method for utilization of resources to best meet the Government's requirement, considering management and quality assurance processes.
2. Suitability of approach considered for execution of software customization, considering process flow chart realism, delivery schedule milestones realism and compliance of MCBOS System Requirements.
3. Suitability of licencing arrangements
4. Suitability of mobile software capability with the PWS requirements
5. Execution plan to provide service arrangement to meet section 4.2 of the PWS.

The following ratings/definitions will be utilized for Factor 1:

RATING	DEFINITION
Acceptable	Quote meets the requirements of the solicitation.
Unacceptable	Quote does not meet the requirements of the solicitation.

1.2 Factor 2 – Past Performance

1.2.1 The Government will evaluate the quality of a Quoter's recent (performed within three (3) years of the RFQ issued date) and relevant (similar in size and scope) past performance based on the input received by the Quoter, its references and other reliable sources contacted by the Government. For those efforts currently being performed, the quoter must have performed for at least six (6) months from the date of issuance of this RFQ. Quoters that have no record of past performance (i.e. new businesses) must submit a signed and dated past performance certification statement to that effect. The Offeror should provide no more than three (3) references demonstrating relevant past performance to demonstrate the quality of performing the same or similar services within the last three (3) years. Based on the past performance information submitted by the Quoter, the evaluation team shall determine whether the quote is acceptable or unacceptable, using the ratings and descriptions outlined below:

Rating	Description
Acceptable	Based on the quoter's performance record, the Government has a reasonable expectation that the quoter will successfully perform the required effort, or the quoter's performance record is unknown. (See note below)
Unacceptable	Based on the quoter's performance record, the Government does not have a reasonable expectation that the quoter will be able to successfully perform the required effort.

NOTE: In the case of a quoter without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the quoter may not be evaluated favorably or unfavorably on past performance. Therefore, the quoter shall be determined to have unknown (or "neutral") past performance. In the context of acceptability/unacceptability, a neutral rating shall be considered "acceptable." The quote will also be reviewed for consistency to ensure that all performance, scope, and assumptions quoted in other sections of the quote are captured in the price quote section.

*CPARS evaluations will take precedent over submitted past performance questionnaires that reflect the same performance periods.

1.3 Factor 3 – Price

1.3.1 The price analysis techniques set forth in FAR 13.106-3(a) are used to determine whether the quoted price is fair and reasonable. A quoted price is reasonable when it is fair to the buyer, fair to the seller, and reasonable considering the market conditions, available alternatives, and price-related factors as determined through one or more of the price analysis techniques. The quote will also be reviewed for consistency to ensure that all performance, scope, and assumptions quoted in other sections of the quote are captured in the price quote section.

1.3.2 The total evaluated price (is the sum of price quote for the base and all option periods) will be evaluated but not rated. In addition, FAR Clause 52.217-8 "Option to Extend Services" is included in this requirement and will be evaluated. This option shall not exceed 6 months in any combination and will be evaluated by utilizing the total amount of the final option period and dividing it by 2 providing a total amount for a 6 month period. This solicitation is and should reflect the Quoter's most competitive price and terms.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

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

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

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

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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

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

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

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

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

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	M67443
Issue By DoDAAC	M00264
Admin DoDAAC**	M00264
Inspect By DoDAAC	M54050
Ship To Code	M54050
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	M54050
Service Acceptor (DoDAAC)	M54050
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

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

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

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

Contracting Officer Representative: CDR Yaron Rabinowitz/ yaron.rabinowitz@usmc.mil

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

Contracting Officer: Michael Williams/ michael.williams6@usmc.mil

Contract Specialist: Amanda Dupont/ amanda.dupont@usmc.mil

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)