

SEE ATTACHMENT FOR PAGE 1 STANDARD FORM (SF) 33 SOLICITATION, OFFER, AND AWARD

Amendment 1

[changes are highlighted in yellow]

Summary of amendment changes:

- RFP Section L.6.1.: Confirmed Subfactor 2 is not applicable (N/A)
- RFP Section M.3.5.: Renumber subfactors (1-4; vs 1-3)

PART I – THE SCHEDULE

SECTION A – SOLICITATION/CONTRACT FORM

A.1.2. NOTICES TO OFFERORS

This solicitation is conducted in accordance with the **PRISM OPEN SEASON ON-RAMPING** procedures found in section H.4.3.

Any amendment(s) to this solicitation will be posted to <https://sam.gov>.

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. BACKGROUND

Personnel and Readiness Infrastructure Support Management (PRISM) contract is designed to provide the OUSD Personnel & Readiness (P&R), its Directorates and Strategic Mission Partners (Strategic Partners) with innovative and cost-effective services that incorporate industry best practices to meet the demands associated with a dynamic global threat and security environment. This will be a Small Business on-ramp to the MDoDS Pool of the Multiple Award Task Order Contract (MATOC) to supply enterprise solutions to enhance P&R capabilities that will enable soldiers and strategic partners to increase readiness and meet mission requirements through more efficient collaboration and integration. The MATOC has two (2) separate pools, the Personnel and Readiness (P&R) Pool, and the Major Department of Defense Systems (MDoDS) Pool. This will be a multi-tenant vehicle using strategic tools, like contract type flexibility (Firm-Fixed Price (FFP), Cost Plus Fixed Fee (CPFF) or Hybrid task orders), accelerating task order Procurement Acquisition Lead Time (PALT) through Streamlined Task Order Ordering Procedures (STOOP), and the robust use of Technical Direction Letters (TDL).

Major Department of Defense Systems (MDoDS) Pool:

1. Scope: The scope of Professional Services covered under the MDoDS Pool includes professional service support for personnel and readiness employing significant and complex military or defense-related systems that are developed, managed, and/or utilized by the United States Department of Defense (DoD). These systems may be large-scale projects involving advanced technologies and substantial investments. They can include various components such as national security systems, communication systems, surveillance systems, or other capabilities aimed at enhancing national security and military readiness and effectiveness.
2. MDoDS Pool Strategic Partners: Include, but is not limited to, OUSD P&R, the Navy, the Air Force (USAF), the Space Force (USSF), the Army (USA), the United States Marine Corps (USMC), and the National Guard Bureau (NGB).
3. NAICS: 541715 for Business Size, but all three NAICS (541715, 541611, 541330) will apply to this pool at the task order level.

Strategic Partners may leverage this MATOC in order to support shared mission requirements. Strategic Partners include "Sister" DoD and Civilian agencies which operate in a similar capacity, or work jointly with the DoD in this space, for the purpose of meeting shared mission requirements. Notwithstanding the above information, to avoid conflicts and interference with the customers serviced by the other APEXs in AAS, the PRISM CO will conduct a Due Diligence Review (DDR) prior to accepting task order requirements for customers/strategic partners not already listed in the PRISM MATOC Performance Work Statement (PWS). The approval authority for the DDR will be one level above the PRISM CO.

Work is expected to take place in the Continental United States (CONUS) and Outside the Continental United States (OCONUS). This encompasses services that will cultivate and implement solutions that maximize MDODS resources, to include business process reengineering, professional recommendations, executive level interfaces, professional project management, analysis, and administrative services. The scope of professional services under PRISM is defined in the PRISM Performance Work Statement (PWS). Throughout this document, this contract will be referred to as "PRISM". The MATOC Solicitation will include a Small Business On-Ramping for the MDODS Pool.

B.1.1. MATOC MDoDS CLIN SCHEDULES

MDODS POOL LARGE & SMALL BUSINESS CLINS			
CLIN	TYPE	DESCRIPTION	QTY.
0001	FFP	MDoDS OUSD PRISM PROFESSIONAL SERVICES	
0002	CPFF	MDoDS OUSD PRISM PROFESSIONAL SERVICES	

0003	COST	MDoDS OUSD PRISM PROFESSIONAL SERVICES OTHER DIRECT COST (ODC) (TRAVEL, ETC.) (OUSD)	
0004	FFP	MDoDS STRATEGIC PARTNERS (DoD) PRISM PROFESSIONAL SERVICES	
0005	CPFF	MDoDS STRATEGIC PARTNERS (DoD) PRISM PROFESSIONAL SERVICES	
0006	COST	MDoDS STRATEGIC PARTNERS (DoD) PRISM PROFESSIONAL SERVICES OTHER DIRECT COST (ODC) (TRAVEL, ETC.)	
0007	FFP	MDoDS STRATEGIC PARTNERS (CIVILIAN) PRISM PROFESSIONAL SERVICES	
0008	CPFF	MDoDS STRATEGIC PARTNERS (CIVILIAN) PRISM PROFESSIONAL SERVICES	
0009	COST	MDoDS STRATEGIC PARTNERS (CIVILIAN) PRISM PROFESSIONAL SERVICES OTHER DIRECT COST (ODC) (TRAVEL, ETC.)	

B.1.2. Authority

The Administrator of the U.S. General Services Administration (GSA) is specifically authorized to purchase supplies and non- personal services on behalf of other agencies under the Federal Property and Administrative Services Act (40 U.S.C. 501).

B.1.3. Economy Act

In accordance with FAR 17.502-2(b), the Economy Act does not apply to task orders awarded under PRISM under the authority of 40 U.S.C. 501.

B.1.4. Contract Type

PRISM will allow for Firm-Fixed Price (FFP), Cost-Plus-Fixed-Fee (CPFF), and Cost contract types at the task order level. Task orders may also combine more than one contract type (e.g., FFP/Cost, FFP/CPFF etc.). Additionally, task orders may include multi-year, or option periods, severable or non-severable services.

B.1.5. Minimum Guarantee, Maximum Task Order Amount and Maximum MATOC Ceiling

The minimum guarantee is \$2,500 for each PRISM Contractor that does not obtain a task order award of the MATOC Base Contracts.

The minimum dollar limitation for an individual task order must exceed the Simplified Acquisition Threshold as defined in FAR Subpart 2.101, as amended. The maximum dollar amount for individual task orders is \$400,000,000.00, including the Option periods, if exercised.

The maximum dollar ceiling for the PRISM MATOC, including the Option periods, if exercised, is \$1,800,000,000.00. An unlimited number of task orders may be placed under PRISM for the term of PRISM, including the Option periods, if exercised.

B.2. Task Order Pricing

PRISM provides OUSD and their strategic partners the flexibility to determine fair and reasonable pricing tailored to the ordering agency's requirement dependent upon level of competition, risk, uncertainties, complexity, urgency, and contract type. The PRISM CO has the authority and responsibility for the determination of cost or price reasonableness for task order requirements. Adequate price competition at the task order level, in response to an individual requirement, establishes the most accurate, fair, and reasonable pricing for that requirement. The PRISM CO must identify the applicable contract type for all CLINs in each PRISM task order.

B.2.1. Fixed Price Task Orders

Fixed price is defined under Federal Acquisition Regulation (FAR) Subpart 16.2, Fixed-Price Contracts, and other applicable agency-specific regulatory supplements.

B.2.2. Cost Reimbursement Task Orders

Cost Reimbursement is defined under FAR Subpart 16.3, Cost-Reimbursement Contracts, and other applicable agency-specific regulatory supplements.

The Contractor shall have and maintain an acceptable accounting system that will permit timely development of all necessary cost data in the form required by the proposed contract type.

The Contractor may be required to submit a cost proposal with supporting information for each cost element, including, but not limited to, direct labor, fringe benefits, overhead, general, and administrative (G&A) expenses, facilities capital cost of money, other direct costs, and fees consistent with their cost accounting system, provisional billing rates, and forward pricing rate agreements.

B.3. Labor Subject to the Service Contract Act (SCA)

The PRISM labor categories, identified in Section J., are considered bona fide executive, administrative, and professional labor that is exempt from the SCA. To the extent that any ancillary labor for services is within the scope of PRISM and subject to the SCA in accordance with FAR Subpart 22.10 and other applicable agency specific regulatory supplements, the PRISM CO must identify such work in the task order solicitation and make a determination as to whether SCA wage determinations are to be applied or not.

B.3.1. Labor outside the Continental United States (OCONUS)

"OCONUS" is defined as other than the 48 contiguous states plus the District of Columbia. It is anticipated that there may be task orders for work OCONUS. The U.S. Department of State's Bureau of Administration, Office of Allowances, publishes quarterly report indexes of living costs abroad, per-diem rate maximums, quarter's allowances, hardship differentials, and danger pay allowances.

The Department of State Standardized Regulations (DSSR) is the controlling regulations for allowances and benefits available to all U.S. Government civilians assigned to foreign areas. For task orders issued under PRISM, Contractor civilians assigned to foreign areas may receive the allowances and benefits in the DSSR but shall not receive allowance and benefits in excess of those identified in the DSSR.

For OCONUS task orders where costs are not specifically addressed in the DSSR, the Government will reimburse the Contractor for all reasonable, allowable, and allocable costs in accordance with FAR 31, Contract Cost Principles and Procedures, and other applicable agency specific regulatory supplements.

❖ Synchronized Predeployment and Operational Tracker (SPOT)

The SPOT system is used to generate Letters of Authorization (LOAs) which define specific Government services and support all contractor personnel are authorized to receive in a deployment area or Temporary Duty (TDY) location.

Contractor personnel must have a SPOT-generated LOA signed by the PRISM AAS CO in order to process through a deployment center or to travel to, from, or within the designated operational area when applicable.

The contractor shall process LOAs in SPOT as applicable for contractor personnel deploying under the TO or traveling to designated TDY locations and provide the additional documentation required with each LOA. The contractor shall fully execute all SPOT requirements. The contractor shall accurately maintain SPOT with up-to-date information for its personnel throughout the duration of the TO. Any changes to status of individual contractor personnel (e.g., arrival date, duty location, deployment closeout) shall be annotated within the SPOT database in accordance with SPOT business rules.

❖ **Status of Forces Agreements (SOFA)**

A SOFA defines the legal status of DoD personnel, activities, and property in the territory of another nation and sets forth rights and responsibilities between the U.S. and the host government. The contractor shall comply with the individual country SOFAs, Supplementary and Shell Agreements, and other applicable documents and regulations.

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the SOFAs negotiated and implemented by DoS and DoD. The contractor shall coordinate with the Government to satisfy all requirements mandated by the governing regulations for the specified country or theater. The contractor shall be responsible for determining what requirements are applicable. It is agreed that the withdrawal of IC or TR status, or the withdrawal of or failure to provide any of the privileges associated therewith by the U.S., shall not constitute grounds for excusable delay by the contractor in the performance of the TO and will not justify or excuse the contractor defaulting in the performance of this TO. Furthermore, withdrawal of SOFA status for any reason shall not serve as a basis for the contractor filing any claims against the U.S.

The contractor shall notify the PRISM CO and PM, within 24 hours, when an individual's status under SOFA must be terminated for any reason. This includes all subcontractors, consultants, and other personnel supporting the contractor. The contractor shall ensure that all personnel, including subcontractors, are legally able to work in each identified place of performance. In countries where SOFA or other similar statuses apply, the contractor shall not employ personnel without the requisite status under this TO unless the request has been coordinated with the USAF TPOC and PRISM AAS PM and approved by the PRISM AAS CO.

The contractor is responsible for ensuring it understands the procedures, regulations, and guidance applicable to each place of performance under this TO. The Government will not reimburse the contractor for any costs associated with failing to follow applicable procedures, regulations, and guidance that apply to obtaining visas, permits, or legal status. The Government will not become a party to any contractor residence or tax issues.

❖ **Invited Contractor or Technical Representative Status Under U.S. - Republic of Korea (ROK)**

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.- ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the "publications" tab on the US Forces Korea homepage <http://www.usfk.mil>.

(a) Definitions. As used in this clause—

"U.S. – ROK Status of Forces Agreement" (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended.

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

"United States Forces Korea" (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components. "Commander, United States Forces Korea" (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

“USFK, Assistant Chief of Staff, Acquisition Management” (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

“Responsible Officer (RO)” means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The contractor’s direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees, and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases, in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

- 1) Completion or termination of the contract.
- 2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.
- 3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for

excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Chapter 2-6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

2) (2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

3) (ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

4) (iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

- Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

1) United States, host country, and third country national laws.

2) Treaties and international agreements.

3) United States regulations, directives, instructions, policies, and procedures; and

4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e.—off-limits), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver's license or a valid international driver's license to legally drive on Korean roads.

(p) Evacuation.

1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available to United States and third country national contractor personnel.

2) Non-combatant Evacuation Operations (NEO).

- The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.
- If the contract period of performance in the Republic of Korea is greater than six months, non-emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) Next of kin notification and personnel recovery.

1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.

3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and USFK Reg 350-2 Theater Specific

Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

B.3.2. Travel

Travel costs may be reimbursed at actual cost in accordance with the limitations set forth in FAR 31.205-46 and other applicable agency-specific regulatory supplements. Unless otherwise directed by task order terms and conditions, the Contractor may apply indirect costs to travel consistent with the Contractor's usual accounting practices.

B.3.3. Materials and Equipment

Material means property that may be consumed or expended during performance, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Equipment means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for performance.

Materials and Equipment shall be priced in accordance with the terms of the task order award, contract type, and applicable FAR and agency-specific regulatory supplements. Unless otherwise directed by task order terms and conditions, the Contractor may apply indirect costs to materials and equipment consistent with the Contractor's usual accounting practices.

B.3.4. Subcontracting

Subcontracting shall follow the procedures set forth in FAR Part 44, Subcontracting Policies and Procedures, and other applicable agency-specific regulatory supplements.

The Contractor shall comply with the Contractor's Subcontracting Plan and Subcontracting Plan Addendums, incorporated into the PRISM contract by reference, to ensure that small business, small disadvantage business (SDB), women-owned business (WOSB), HUBZone small business (HUBZone), veteran-owned small business (VOSB), and service-disabled veteran-owned small business (SDVOSB), are provided the maximum practicable opportunity to participate as Subcontractors.

As stated in 15 U.S.C. 637(d)(8), any Contractor or Subcontractor failing to comply in good faith with the requirements of the subcontracting plan is in material breach of its contract. Further, 15 U.S.C. 637(d)(4)(F) directs that a Contractor's failure to make a good faith effort to comply with the requirements of the subcontracting plan shall result in the imposition of liquidated damages.

GSA requires use of the electronic Subcontracting Reporting System (eSRS) modules as the secure, confidential, information management tool to evaluate subcontracting goal performance for PRISM. The Subcontracting Plan covers the PRISM program as whole, however, the Contractor shall submit Individual Subcontract Reports (ISR) for Individual Subcontracting Plans, if applicable, and Summary Subcontract Reports (SSR) per each individual Pool the Contractor has a contract award using the web-based eSRS at <http://www.esrs.gov>.

Affiliates of the Prime Contractor or Subcontractor are not included in these reports. Subcontract award data reported by Prime Contractors and Subcontractors shall be limited to awards made to their immediate next-tier Subcontractors. Contractors are required to adhere to their Subcontracting Plan, incorporated into the basic contract by reference. When a Contractor does not meet any one or more of their Subcontracting Goals for a given reporting period, the Contractor shall explain, in writing, the rationale for not meeting the goals in the comments section of the ISR/SSR.

(END OF SECTION B)

SECTION C - DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK

PRISM MATOC Performance Work Statement

See Section J.

(END OF SECTION C)

SECTION D - PACKAGING AND MARKING

D.1. PACKAGING AND MARKING

Section not applicable to this acquisition.

(END OF SECTION D)

SECTION E - INSPECTION AND ACCEPTANCE

Inspection and acceptance for PRISM is:

FAR	TITLE	DATE
52.246-4	Inspection of Services – Fixed Price	AUG 1996
52.246-5	Inspection of Services – Cost Reimbursement	APR 1984

Clauses and other requirements regarding inspection and acceptance shall be designated by the PRISM CO at the task order level.

(END OF SECTION E)

SECTION F - DELIVERIES OR PERFORMANCE

F.1. DELIVERIES OR PERFORMANCE CLAUSES

Clauses regarding deliveries or performance for PRISM:

FAR	TITLE	DATE
52.211-16	Variation in Quantity	APR 1984
52.242-15	Stop Work Order	AUG 1989
52.242-15 Alt I	Stop Work Order Alt I	APR 1984
52.242-17	Government Delay of Work	APR 1984

F.2. PLACE OF PERFORMANCE

The services to be provided under PRISM shall be accomplished at the locations identified in the task order and may include locations in the Continental United States (CONUS) and Outside the CONUS (OCONUS).

F.3. PERIOD OF PERFORMANCE

The period of performance of PRISM is from the date of the Notice-To-Proceed through the base year, with four (4) 1-year options that may extend the cumulative term of the contract to 5 years in accordance with FAR 52.217-9, Option to Extend the Term of the Contract, if exercised. If 52.217-8 Option to Extend Services is exercised, this could extend the MATOC up to an additional 6 months.¹

The period of performance for each task order awarded under PRISM will be specified in the task order by the ordering agency. Task orders must be solicited and awarded prior to the PRISM term expiring and may extend up to five (5) years after the PRISM term expires.

Task order option periods may be exercised after the PRISM term expires as long as the final task order option period does not extend the cumulative term of the task order beyond 5 years after the PRISM term expires. After the PRISM term expires, PRISM will remain an active contract until the final task order is closed-out and shall govern the terms and conditions with respect to active task orders to the same extent as if it were completed during the PRISM term.

F.4. PERFORMANCE STANDARDS

PRISM is a performance-based contract with measurable standards in terms of quality and timeliness of deliverables and compliances in accordance with Section F.4.1. and F.4.2.

F.4.1. Deliverable and Reporting Requirements

The following table contains deliverables and reports required for PRISM. Task order deliverables and reporting will be specified in the task order. The Government does not waive its right to request other deliverables or reports not specifically listed in the table below. Deliverables or reports are required until the final task order is closed-out for each Contractor. If a deliverable is due on a calendar day that falls on a weekend day or a Government holiday, the deliverable or report is due the following business day.

¹ Refers to the original period of performance. The PRISM MATOC will expire on 14 July 2029.

SECTION	REFERENCE	DESCRIPTION	FREQUENCY	LOCATION
G.2.3.2	Contractor PRISM Contractor Program Manager (PCPM)	Updated PCPM Point of Contact Information	Within 5 calendars days of the substitution	PRISM CO via email
G.3.1.	Individual Subcontracting Reports (ISR)	If applicable, ISRs from Individual Subcontracting Plans on PRISM	Within 30 calendar days after the close of each reporting period ending March 31 st and September 30 th , and within 30 days of contract completion.	Electronically via the Electronic Subcontract Reporting System (eSRS) website or SF 294 to the PRISM CO via email
G.3.3.	Insurance	ACORD 25, Certificate of Insurance	Within 30 calendar days after the PRISM Notice-to-Proceed and any updates thereafter	PRISM CO via email for affected task orders
G.3.4.	Mergers, Acquisitions, Novations, and Change-of-Name Agreements	If applicable, SF 30 Modification or other applicable documents	Copy of SF 30 and other applicable documents within 45 calendar days of finalization	PRISM CO via email for affected task orders
G.3.5.	Federal Awardee Performance and Integrity Information System (FAPIS)	FAPIS reporting	Semi-Annually starting 6 months from the anniversary date of the PRISM Notice-to-Proceed.	Electronically via FAPIS website and notify the PRISM CO via email
G.3.6.	VETS 4121	VETS 4121 reporting	Annually, no later than September 30 of each year	Electronically via the Department of Labor (DOL) VETS 4121 reporting website and notify the PRISM CO via email
G.3.7.	Reporting Executive Compensation and First-Tier Subcontract Awards	Federal Funding Accountability and Transparency Act (FFATA) Sub-Award Report	The end of the month following the month in which the prime Contractor awards any subcontract greater than \$25,000 into the FFATA Sub-Award Reporting System (FSRS)	Electronically via FSRS website and notify the PRISM CO via email
G.3.8.	Post Award Small Business Program Re-Representation	Small Business Size Recertification	Within 30 days after execution of a novation agreement; within 30 days after a merger or acquisition that does not require a novation; and, within 60 to 120 days prior to the end of the fifth year and exercising the option thereafter.	PRISM CO via email
H.8.1.	Acceptable Accounting System	Correspondence and audit reports from DCAA/DCMA that updates the current status	Within 45 calendar days after the update	PRISM CO via email for affected task orders

H.8.3.	Acceptable Estimating System	<u>If applicable</u> , correspondence and audit reports from DCAA/DCMA or other cognizant auditing entity that updates the current status	Within 45 calendar days after the update	PRISM CO via email for affected task orders
H.8.5.	Forward Pricing Rate Agreements (FPRA), Forward Pricing Rate Recommendations (FPRR) and/or Approved Billing Rates	<u>If applicable</u> , correspondence and audit reports from DCAA/DCMA or other cognizant auditing entity that updates the current status	Within 45 calendar days after the update	PRISM CO via email for affected task orders
H.8.6.	Approved Purchasing System	<u>If applicable</u> , correspondence and audit reports from DCMA or other cognizant auditing entity that updates the current status	Within 45 calendar days after the update	PRISM CO via email for affected task orders
H.8.7.	Teaming Commitment Letters (MRCL) (TCL)	<u>If applicable</u> , any change of entity or commitment identified in any MRCL submitted	Within 45 calendar days after the update	PRISM CO via email
H.9.2.	Facility Security Clearance	<u>If applicable</u> , correspondence signed by a Facility Security Officer, screen prints from the Industrial Security Facilities Database and DD Form 441, DD Form 441-1, or SF 328 that updates the current status.	Within 45 calendar days after the update	PRISM CO via email for affected task orders

F.4.2. Compliances

The following table contains compliances required for PRISM. Task Order compliances will be specified in the task order. The Government does not waive its right to request other compliances to align the PRISM contract with new statutory or regulatory requirements. The Government will provide the Contractor with at least 90 days' notice of these requirements.

SECTION	REFERENCE	COMPLIANCE
G.2.3.2.	Contractor PCPM	The Contractor shall maintain responsive and competent Contractor PCPM
G.2.3.2.	Meetings	The Contractor's PCPM shall attend and actively participate in all meetings (as required), including all PMR Meetings.
G.3.1.	Subcontracting Goals and Reporting	The Contractor shall submit timely and accurate ISR subcontract reports or SF 294s, if applicable, in meeting small business goals in accordance with the Contractor's subcontracting plan
G.3.3.	Insurance	The Contractor shall submit timely and accurate Certificates of Insurance and maintain adequate insurance coverage at the PRISM and task order level
G.3.4.	Mergers, Acquisitions, Novations and Change-of-Name Agreements	The Contractor shall submit timely notice of Merger and Acquisitions or contractual copies of Novation or Change-of-Name Agreements, if applicable
G.3.5.	Responsibility and Federal Awardee Performance and Integrity Information System (FAPIIS)	The Contractor shall submit timely and accurate FAPIIS information and maintain sufficient financial resources and meet the responsibility standards and qualifications set forth in FAR Part 9.
G.3.6.	VETS 4212 Reporting	The Contractor shall report timely and accurate VETS 100-A reports in the Department of Labor VETS-100 website and send confirmation to the PRISM CO.
G.3.7.	Reporting Executive Compensation and First-Tier Subcontract Awards	The Contractor shall report timely and accurate sub-award and executive compensation data regarding first-tier sub-awards in FSRS to meet the FFATA reporting requirements and send confirmation to the PRISM CO.
G.3.8.	Post-Award Small Business Program Re-Representation	The Contractor shall report timely and accurately their small business program re-representation and updated ORCA, as applicable
G.4.	Task Order Close-Out	The Contractor agrees to cooperate with the PRISM CO to close out task orders as soon as practical after expiration, cancellation, or termination.
H.8.1.	Acceptable Accounting System	The Contractor shall maintain the acceptable/approved status of their Accounting System and submit updates to the current status.
H.8.3.	Acceptable Estimating System	The Contractor shall maintain the acceptable status of their Estimating System and submit updates to the current status, if applicable
H.8.5.	Forward Pricing Rate Agreements (FPRA), Forward Pricing Rate Recommendations (FPRR) and/or Approved Billing Rates	The Contractor shall maintain their FPRA, FPRR, and/or Approved Billing Rates and submit updates, if applicable
H.8.6.	Approved Purchasing System	The Contractor shall maintain an Approved Purchasing System and submit updates, if applicable
H.8.7.	Teaming Commitment Letters (TCL)	The Contractor shall honor the commitments contained in all TLCs, if applicable

H.9.2	Facility Security Clearance (FSC)	The Contractor shall maintain or exceed their FSC and submit updates, if applicable
H.14.	Ethics and Conduct	The Contractor shall adhere to the standards under Section H.13.

(END OF SECTION F)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1. BACKGROUND

This section provides roles, responsibilities, and contract administration requirements for PRISM and each task order placed under PRISM. Clauses and other requirements regarding contract administration may be designated by the PRISM CO at the task order level.

Clauses regarding Contract Administration Data for PRISM:

FAR	TITLE	DATE
252.204-7006	Billing Instructions	MAY 2023

CLAUSES INCORPORATED BY FULL TEXT

LOCAL GSA CLAUSE - ELECTRONIC SUBMISSION THROUGH ASSIST OF PAYMENT REQUESTS AND RECEIVING REPORTS

1. Assisted Services Shared Information System (ASSIST): All offerors must be registered in ASSIST in order to be eligible for a Contract Award. Here is the link for a tutorial on using ASSIST <https://assist.gsa.gov/cm/cm-slider/index-contractor.html#collapseThree> and also a link to register <https://assist.gsa.gov/assist-web/registration/contractor/search>. Offerors must be registered in ASSIST within ten (10) days of submitting a proposal in response to this solicitation. Failure to register in ASSIST may result in your proposal being considered non-responsive.

2. Electronic Submission of Invoices

Contractors shall electronically submit invoices and supporting documentation through the GSA web-based procurement system ASSIST portal. The contractor shall submit invoices electronically by logging into the ASSIST portal <https://portal.fas.gsa.gov>, navigating to the appropriate order, and creating the invoice for that order. This is the only acceptable means for invoice submissions. Detailed invoice submission instructions can be found at the ASSIST portal.

No paper invoices shall be accepted. For additional assistance and for problem and or error resolution contact the ASSIST Helpdesk at 877-472-4877 or email assist.servicedesk@gsa.gov.

3. Invoice Content/Information

The invoice attached in ASSIST shall be submitted on official letterhead and shall include the following information at a minimum.

- Invoice on Company Letterhead with Invoice Number
- Contract Number
- Order Number
- POC name, phone/email, and Address
- TAX ID #
- FIN
- Period of Performance for Billing Period
- Prompt Payment Discount (if offered)
- Total Invoice Amount
- Charges, identified by deliverable or line item(s), with a narrative description of the service performed. Deliverables, reimbursable costs, and other charges (e.g., G&A)
- Travel Itemized by Individual and Trip (if applicable)

The invoice shall be structured per the awarded pricing schedule. The contractor shall invoice for work performed the prior month no later than 10 business days of the next month in accordance with the approved fixed price billing schedule.

4. Travel Invoicing (if applicable)

Travel shall be reviewed and approved by the COR in advance per the terms and conditions of the contract via ASSIST in the "Award Overview" menu using the "Collaborations" Tab. Travel invoices shall be submitted with all receipts for airfare, rental car, lodging, and all other receipts directly being charged for over \$75.00 shall be submitted as support/back up documentation with the invoice submittal. NO PAYMENT WILL BE MADE WITHOUT DOCUMENTATION and RECEIPTS.

5. Revised Invoices

If the contractor submits a revised invoice, the revised invoice must include: 1) a unique invoice number (The unique number could just be adding a R or an A to the original invoice number), 2) a brief explanation, and 3) a cross-reference to any previous invoice submittals for tracking purposes and avoiding duplication.

6. Final Invoice/Order Closeout Procedures

Invoices for final payment must be identified and submitted when the contract has been completed and no further charges are to be billed. The contractor shall submit a final invoice within sixty (60) calendar days after the end of the Performance Period. All invoices shall be received within this period. The contracting officer shall not extend the period of performance, or the invoice submittal period to wait on subcontractors to bill the prime contractor. All rates are negotiated at the time of award, and the contractor shall control and account for all time by their own personnel and their subcontractor or CTA personnel to allow for timely billing in accordance with the terms expressed in this section. The Government reserves the right to require a release of claims at the end of the performance period, after all payments have been completed. **NOTE: No rates agreed to under the terms of this contract are subject to DCAA or other "final" audited rates.

7. Unilateral Closeout Modifications:

The Government reserves the right to issue unilateral closeout modifications to close out the contractual agreements, after the contractor has acknowledged the order is closed and that no further liability exists on behalf of the parties. The Government also reserves the right under the unilateral closeout modification to de-obligate money after full payment has been made to the contractor for their services/materials under this contract.

(End of clause)

CONTRACT ADMINISTRATION RESPONSIBILITY FOR ADMINISTRATION OF CONTRACT

1. The Contracting Officer is responsible for the administration of this contract. The Contracting Officer alone is authorized to the extent indicated in the contract to act on behalf of the government which results in changes in the terms of the contract, including deviations from specifications, details, and delivery schedules. Communications pertaining to contractual administrative matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be affected without a written modification to the contract executed by the Contracting Officer.
2. No oral statement of any person will in any manner or degree shall modify or otherwise affect the terms of this contract. The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract, and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer.

3. All matters pertaining to Government administration of this contract should be directed to:

ATTN: Leeona Bowie-Gregory Contracting Officer AAS APEX 3, Sector 1, Div. 2 2300 Main Street Kansas City, MO 64108 Phone: (863) 330-0364 Email: Leeona.bowie-gregory@gsa.gov	ATTN: Katie Doll Project Manager AAS APEX 3, Sector 1, Div. 2 2300 Main Street Kansas City, MO 64108 Phone: 816-823-1939 Email: Katie.doll@gsa.gov	ATTN: Timothy Bowers Project Manager AAS Defense R&D Div. 2300 Main Street Kansas City, MO 64108 Phone: (813) 529-6677 Email: Timothy.bowers@gsa.gov
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OTHER POINTS OF CONTACT

Contractor POC: TBD

Government Customer POC: Thomas Hessel thomas.j.hessel.civ@mail.mil, (TPOC), (COR) Katie Doll katie.doll@gsa.gov and (COR) Timothy Bowers timothy.bowers@gsa.gov.

G.2. ROLES AND RESPONSIBILITIES OF PERSONNEL

This section describes the roles and responsibilities of Government and Contractor personnel.

G.2.1. Project Manager (PM)

The PRISM PM is a GSA Government official who performs various programmatic functions for the overall success of the PRISM program.

G.2.2. Contracting Officer (CO)

The PRISM CO(s) is the sole and exclusive GSA Government official with actual authority to administer and/or modify the terms of PRISM, monitor the Contractor's performance in the areas of contract compliance and contract administration, and assist the Contractor on matters related to the PRISM terms and conditions. The PRISM CO may delegate routine administrative functions to an authorized PRISM representative.

G.2.3. Ombudsman

Subject to FAR 52.216-32 – Task-Order and Delivery-Order Ombudsman, GSA has designated a Task-Order and Delivery-Order Ombudsman who will review complaints from contractors and ensure that they are afforded a fair opportunity for consideration in the award of task or delivery orders under Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts, consistent with the procedures in the contract. Written complaints shall be submitted to the Ombudsman, with a copy to the Contracting Officer. In the case that the contractor is not satisfied with the resolution of the complaint by the GSA Task-Order and Delivery-Order Ombudsman, the contractor may follow the procedures outlined in subpart 33.1. The GSA Task-Order and Delivery-Order Ombudsman is located at the General Services Administration (GSA), Office of Government-wide Policy (OGP), Office of Acquisition Policy (MV). Contact information for the GSA Task-Order and Delivery-Order Ombudsman can be found at: <https://www.gsa.gov/policy-regulations/policy/acquisition-policy/get-help-with-your-gsa-procurement-complaint?gsaredirect=ombudsman>.

G.2.3.1. Contracting Officer's Representative (COR)

The MDoDS Pool will have two (2) Contracting Officer Representatives (COR):

1. MDoDS Pool COR: Katie Doll, 816-823-1939, katie.doll@gsa.gov.
2. PRISM TPOC/COR: Timothy Bowers, 813-529-667, timothy.bowers@gsa.gov

The PCO for each task order may designate a COR and/or Technical Point of Contact (TPOC) to perform specific administrative or technical functions. The specific rights and responsibilities of the COR or TPOC for each task order

shall be described in writing, which upon request, shall be provided to the Contractor. A COR/TPOC has no actual, apparent, or implied authority to bind the Government.

G.2.3.2. PRISM Contractor Program Manager (PCPM)

The Contractor's corporate management structure shall guarantee senior, high-level, program management of the PRISM Program, to represent the company in all PRISM program-related matters. The Contractor shall assign a PRISM PCPM as the Program Manager Key Personnel to represent the Contractor as primary points-of-contact to resolve issues, perform administrative duties, and other functions that may arise relating to PRISM and task orders solicited and awarded under PRISM.

The Contractor shall ensure that the PRISM CO has current point-of-contact information for the PCPM. In the event of a change to PCPM, the Contractor shall notify the PRISM CO for approval prior to appointing a new PCPM. Once approved, the contractor must provide all Point of Contact information for the new PCPM within 5 calendar days of the change.

Failure of PCPM to perform their duties effectively and efficiently will be construed as conduct detrimental to contract performance and may result in requested removal of such personnel.

The PCPM duties include, but are not limited to:

- a. Advising and assisting current and potential PRISM customers regarding the technical scope of PRISM and the overall attributes of the PRISM Program.
- b. Being ultimately responsible for ensuring that all reporting information required under PRISM is provided accurately, thoroughly, and timely.
- c. Being ultimately responsible for all performance issues related to PRISM and task orders awarded under PRISM.
- d. Attending all PRISM Program Management Review (PMR) Meetings and other PRISM meetings as scheduled.
- e. The government is willing to fund a PCPM for a total of 480 hours per year, but only with one or more active task orders.

G.2.3.3. Substitution of Key Personnel

The contractor shall not replace any personnel designated as Key Personnel without the written concurrence of the AAS CO. Prior to utilizing other than the Key Personnel specified in its proposal in response to the TOR, the contractor shall notify the AAS CO and AAS COR. This notification shall be no later than ten (specify) calendar days in advance of any proposed substitution and shall include justification (including resume(s) and labor category of proposed substitution(s)) in sufficient detail to permit evaluation of the impact on TO performance.

Substitute Key Personnel qualifications shall be equal to, or greater than, those of the Key Personnel substituted. If the AAS CO and the AAS COR determine that a proposed substitute Key Personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the TO, the contractor may be subject to default action as prescribed by FAR 52.249-6 (for Cost Reimbursement) or FAR 52.249-8 (for Fixed-Price Supply and Service).

G.2.3.4. Minimum Requirements for Non-Key Personnel

Minimum requirements for non-key personnel will be verified at the task order level. Non-key personnel may not be evaluated for every task order. In such cases the PRISM CO may determine that if the circumstances meet the requirements listed in FAR 11.501, FAR 52.211-11 Liquidated Damages-Supplies, Services, or Research and Development will be applicable to the task order requirement and the contractor(s) will need to certify (PRISM Non-Key Personnel Certification) that the non-key personnel being proposed meets all of the requirements listed below.

- a. Information Assurance (Jr., or Journeyman): Minimum zero (0) to three (3) years of experience for Jr. and Minimum three (3) years of experience for Journeyman in the role in one or more of the MDODS functional areas listed in Factor 3 Corporate Experience. Experience working on projects listed in Factor 3 Corporate Experience in the role proposed preferred. Minimum Bachelor's degree in a relevant field of study (Engineering, Computer Science, etc.) or a combination of Associate's Degrees and skills-based licenses and/or certifications as applicable. Professional licenses and/or certifications, if applicable, will be preferred.
- b. Information Technology (Jr., or Journeyman): Minimum zero (0) to three (3) years of experience for Jr. and Minimum three (3) years of experience for Journeyman in the role in one or more of the MDODS functional areas listed in Factor 3 Corporate Experience. Experience working on projects listed in Factor 3 Corporate Experience in the role proposed preferred. Minimum Bachelor's degree in a relevant field of study or a combination of Associate's Degrees and skills-based licenses and/or certifications (Engineering, Computer Science, etc.) and license or certification (as applicable). Professional licenses and/or certifications, if applicable, will be preferred.
- c. Management Analyst (Jr., or Journeyman): Minimum zero (0) to three (3) years of experience for Jr. and Minimum three (3) years of experience for Journeyman in the role in one or more of the MDODS functional areas listed in Factor 3 Corporate Experience. Experience working on projects listed in Factor 3 Corporate Experience in the role proposed preferred. Minimum Bachelor's degree in a relevant field of study or a combination of Associate's Degrees and skills-based licenses and/or certifications (Business, Human Resources, Engineering, Computer Science, etc.) and professional license or certification (as applicable). Professional licenses and/or certifications, if applicable, will be preferred.
- d. Technical Writer (Jr., or Journeyman): Minimum zero (0) to three (3) years of experience for Jr. and Minimum three (3) years of experience for Journeyman in the role in one or more of the MDODS functional areas listed in Factor 3 Corporate Experience. Experience working on projects listed in Factor 3 Corporate Experience in the role proposed preferred. Bachelor's degree in a relevant field of study or a combination of Associate's Degrees and skills-based licenses and/or certifications (Engineering, Computer Science, etc.). Professional licenses and/or certifications, if applicable, will be preferred.
- e. Regulatory Compliance (Jr., or Journeyman): Minimum zero (0) to three (3) years of experience for Jr. and Minimum three (3) years of experience for Journeyman in the role in one or more of the MDODS functional areas listed in Factor 3 Corporate Experience. Experience working on projects listed in Factor 3 Corporate Experience in the role proposed preferred. Bachelor's degree in a relevant field of study or a combination of Associate's Degrees and skills-based licenses and/or certifications. Professional licenses and/or certifications, if applicable, will be preferred.
- f. Actuary (Jr., or Journeyman): Minimum zero (0) to three (3) years of experience for Jr. and Minimum three (3) years of experience for Journeyman in the role in one or more of the MDODS functional areas listed in Factor 3 Corporate Experience. Experience working on projects listed in Factor 3 Corporate Experience in the role proposed preferred. Bachelor's degree in a relevant field of study or a combination of Associate's Degrees and skills-based licenses and/or certifications. Professional licenses and/or certifications, if applicable, will be preferred.
- g. Operations Research Analyst (Jr., or Journeyman): Minimum zero (0) to three (3) years of experience for Jr. and Minimum three (3) years of experience for Journeyman in the role in one or more of the MDODS functional areas listed in Factor 3 Corporate Experience. Experience working on projects listed in Factor 3 Corporate Experience in the role proposed preferred. Bachelor's degree in a relevant field of study or a combination of

Associate's Degrees and skills-based licenses and/or certifications. Professional licenses and/or certifications, if applicable, will be preferred.

- h. Scientist (Jr., or Journeyman): Minimum zero (0) to three (3) years of experience for Jr. and Minimum three (3) years of experience for Journeyman in the role in one or more of the MDODS functional areas listed in Factor 3 Corporate Experience. Experience working on projects listed in Factor 3 Corporate Experience in the role proposed preferred. Bachelor's degree in a relevant field of study or a combination of Associate's Degrees and skills-based licenses and/or certifications. Professional licenses and/or certifications, if applicable, will be preferred.
- i. Data Scientist (Jr., or Journeyman): Minimum zero (0) to three (3) years of experience for Jr. and Minimum three (3) years of experience for Journeyman in the role in one or more of the MDODS functional areas listed in Factor 3 Corporate Experience. Experience working on projects listed in Factor 3 Corporate Experience in the role proposed preferred. Bachelor's degree in a relevant field of study or a combination of Associate's Degrees and skills-based licenses and/or certifications. Professional licenses and/or certifications, if applicable, will be preferred.
- j. Help Desk Support (Jr., or Journeyman): Minimum zero (0) to three (3) years of experience for Jr. and Minimum three (3) years of experience for Journeyman in the role in one or more of the MDODS functional areas listed in Factor 3 Corporate Experience. Experience working on projects listed in Factor 3 Corporate Experience in the role proposed preferred. Associate's Degrees and skills-based licenses and/or certifications preferred.
- k. Business and Finance Operations (Jr., or Journeyman): Minimum zero (0) to three (3) years of experience for Jr. and Minimum three (3) years of experience for Journeyman in the role in one or more of the MDODS functional areas listed in Factor 3 Corporate Experience. Experience working on projects listed in Factor 3 Corporate Experience in the role proposed preferred. Bachelor's degree in a relevant field of study or a combination of Associate's Degrees and skills-based licenses and/or certifications. Professional licenses and/or certifications, if applicable, will be preferred.
- l. Public Relations (Jr., or Journeyman): Minimum zero (0) to three (3) years of experience for Jr. and Minimum three (3) years of experience for Journeyman in the role in one or more of the MDODS functional areas listed in Factor 3 Corporate Experience. Experience working on projects listed in Factor 3 Corporate Experience in the role proposed preferred. Bachelor's degree in a relevant field of study or a combination of Associate's Degrees and skills-based licenses and/or certifications. Professional licenses and/or certifications, if applicable, will be preferred.
- m. Administrative Professional (Jr., or Journeyman): Minimum zero (0) to three (3) years of experience for Jr. and Minimum three (3) years of experience for Journeyman in the role in one or more of the MDODS functional areas listed in Factor 3 Corporate Experience. Experience working on projects listed in Factor 3 Corporate Experience in the role proposed preferred. Associate's Degrees and skills-based licenses and/or certifications preferred.

G.3. CONTRACTOR ADMINISTRATION REQUIREMENTS

The following sections describe the administration requirements for PRISM and task orders awarded under PRISM. The PCPM shall be the primary point-of-contact for these requirements.

G.3.1. Subcontracting Plan (Submit Plan in Section M).

Subcontracting Plans are **not** required for small business concerns. Contractors required to submit a Small Business Subcontracting Plan with their initial proposal, shall comply with the requirements in FAR 52.219-9. The Small Business Subcontracting Program, to ensure that small business, small-disadvantaged business (SDB), women-owned business (WOSB), HUBZone small business (HUBZone), veteran-owned small business (VOSB), and service-disabled veteran-owned small business (SDVOSB), are provided the maximum practicable opportunity to participate as Subcontractors.

The Contractor shall submit Individual Subcontract Reports (ISR) or SF 294 Report for Individual Subcontracting Plans, if applicable at the task order level. Contractors are required to adhere to their Subcontracting Plan, incorporated into the basic contract by reference. When a Contractor does not meet any one or more of their Subcontracting Goals for a given reporting period, the Contractor shall explain, in writing, the rationale for not meeting the goals in the comments section of the ISR or SF 294. Affiliates of the Prime Contractor or Subcontractor are not included in these reports. Subcontract award data reported by Prime Contractors and Subcontractors shall be limited to awards made to their immediate next-tier Subcontractors. The Subcontracting Goals will be evaluated at the MATOC Level:

- Small Business: 30%
- SDB 5%
- HUBZONE: 3%
- SDVOSB: 5%
- WOSB: 5%

G.3.2. Contractor Performance Assessment Reporting System (CPARS)

Past performance information is relevant information, for future source selection purposes, regarding a Contractor's actions under previously awarded contracts. It includes, for example, the Contractor's record of conforming to contract requirements and to standards of good workmanship; record of forecasting and controlling costs; adherence to contract schedules, including the administrative aspects of performance; history of reasonable and cooperative behavior and commitment to customer satisfaction; reporting into required databases; record of integrity and business ethics; and business-like concern for the interest of the customer.

The PRISM Source Selection Procedures requires use of the Contractor Performance Assessment Reporting System (CPARS) modules as the secure, confidential, information management tool to facilitate the performance evaluation process for both PRISM and task orders awarded under PRISM. However, if a customer agency requires an alternative past performance assessment reporting system for a specific task order(s) other than CPARS, the alternative reporting system takes precedence over CPARS.

The PCPM will serve as a primary contact and who will be authorized access to the evaluation for review and comment for PRISM and task orders awarded under PRISM. The PCPM shall respond promptly to past performance evaluations as documented by the PRISM CO. In addition, the PCPM will be required to identify an alternate contact that will be responsible for notifying the PRISM CO in the event the primary contact is unavailable to process evaluations within the required 30-day time frame.

G.3.2.1. PRISM CPARS

The PRISM CO will evaluate interim Contractor performance at the MATOC level on an annual basis and final Contractor performance upon contract completion using the process and criteria in CPARS.

Evaluations of Contractor performance will be provided to the Contractor as soon as practicable after completion of the evaluation. Contractors will be given a minimum of 60 days opportunity to submit comments, rebutting statements, or additional information. Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used by Federal agencies to support future award decisions.

G.3.3. Insurance

The insurance coverage specified in FAR Subpart 28.3, Insurance, is the minimum insurance requirement for PRISM. The PRISM CO may require additional insurance coverage or higher limits specific to a task order awarded under PRISM. If the task order does not specify any insurance coverage amounts, the minimum insurance requirements in FAR Subpart 28.3 shall apply to the task order. PRISM COs must tailor insurance coverage clauses, provisions, and other applicable terms and conditions specific to each task order's contract type, solicitation, and award.

The Contractor must maintain the minimum insurance coverage for the entire term of PRISM. The Contractor shall notify the PRISM CO for affected task orders, in writing, if there are any changes in the status of their insurance coverage and provide the reasons for the change and copies of ACORD Form, Certificate of Liability Insurance, as applicable. Only those Contractors that meet the insurance coverage requirements on task order solicitations shall be eligible to compete.

G.3.4. Mergers, Acquisitions, Novations, and Change-Of-Name Agreements

41 USC 6305 will govern novation agreements as implemented in FAR 42.12. Contractors are advised to contact the PRISM CO prior to any Mergers, Acquisitions, Novation or Change of Name Agreements that may affect a PRISM Contract or Task Order.

G.3.5. Responsibility and FAPIIS

The Contractor shall maintain sufficient resources, meet responsibility standards and contractor qualifications set forth in FAR Part 9 to continue performance under the PRISM program.

Subject to FAR 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters, the Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the term of PRISM.

G.3.6. VETS-4212 Reports

Subject to FAR 22.1303, Applicability, and FAR 52.222-37, Employment Reports on Veterans, the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) Contractors and Subcontractors to report annually to the Department of Labor the number of employees in their workforces, by job category and hiring location, who are qualified covered veterans. VEVRAA also requires Contractors and Subcontractors to report the number of new hires during the reporting period who are qualified covered veterans.

Contractors shall submit a VETS-4212 report annually to the DOL VETS-4212 website and provide confirmation to the PRISM CO, even if the Contractor has no covered veterans or new employees to report during the reporting period.

G.3.7. FSRs Reports

Subject to FAR 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards, Contractors are required to file a Federal Funding Accountability and Transparency Act (FFATA) Sub-Award Report by the end of the month following the month in which the prime Contractor awards any subcontract greater than \$25,000 into the FFATA Sub-Award Reporting System (FSRS).

G.3.8. Post Award Small Business Program Re-Representation

Subject to FAR 52.219-28, Post-Award Small Business Program Re-Representation, if a Contractor represented that it was a small business concern prior to award; the Contractor shall re-represent its size status upon the occurrence of any of the following:

1. Within 30 days after execution of a novation agreement,
2. Within 30 days after a merger or acquisition that does not require a novation, and
3. Within 60 to 120 days prior to the end of the fifth year and exercising the option thereafter.

The Contractor shall re-represent its size status in accordance with the size standard in effect at the time of this re-representation that corresponds to the North American Industry Classification System (NAICS) codes assigned to this contract.

If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by this section.

The Contractor shall make the re-representation by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified above that the data has been validated or updated and provide the date of the validation or update.

If the Contractor does not have representations and certifications in SAM.gov, or does not have a representation in SAM.gov for the NAICS codes applicable to this contract, the Contractor is required to complete the following re-representation and submit it to the contracting office, along with the contract number and the date on which the re-representation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Codes 541611, 541715, and 541330 (MDoDS Pool).

[Contractor to sign and date and insert authorized signer's name and title].

G.4. PRISM AND TASK ORDER CLOSE-OUTS

PRISM contracts will be closed out upon the close-out of all task orders awarded under PRISM.

The PRISM CO is responsible for closing out their task orders under PRISM. Task order close-out will be accomplished within the procedures set forth in FAR Part 4, Administrative Matters, and FAR Part 42, Contract Administration and Audit Services, and other agency specific regulatory supplements.

The PRISM CO is encouraged to utilize FAR Subpart 42.708, Quick-Closeout Procedures, to the maximum extent practicable. The PRISM CO has the authority to negotiate settlement of indirect costs in advance of the determination of final indirect cost rates if the task order is physically complete and the amount of unsettled indirect cost to be allocated to the task order is relatively insignificant. A determination of final indirect costs under quick-closeout procedures shall be final for the task order it covers, and no adjustment shall be made to other task orders for over-or under-recoveries of costs allocated or allocable to the task order covered by the agreement. Once agreement for quick-closeout is reached on an individual task order, a bilateral modification will be issued to close out the task order.

The Contractor agrees to cooperate with the PRISM CO to close out task orders as soon as practical after expiration, cancellation, or termination.

(END OF SECTION G)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. BACKGROUND

This section provides special contract requirements for PRISM and each task order placed under PRISM for the most effective and efficient streamlined ordering processes for customer agencies and to facilitate the overall quality and success of professional service-based solutions.

Clauses and other requirements regarding special contract requirements may be designated by the PRISM CO at the task order level.

H.2. OBSERVANCE OF FEDERAL HOLIDAYS

The Contractor shall observe Federal holidays and other days identified in this section unless otherwise indicated in individual task orders. The Government observes the following days as holidays:

1. New Year's Day
2. Martin Luther King Jr. Birthday
3. Washington's Birthday
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans Day
10. Thanksgiving Day, and
11. Christmas Day

In addition to the days designated as holidays, the Government may also observe the following days:

- Any day designated by Federal Statute; Executive Order; or President's Proclamation

Notwithstanding holidays and Government closures, the Contractor shall perform in accordance with the terms established in PRISM and associated task orders.

H.3. ORDERING PROCEDURES

All task orders under PRISM must be:

1. Solicited and awarded by a PRISM CO.
2. Be within the scope of Section C and all other terms and conditions of the PRISM contract.
3. Identify the PRISM Labor Categories and Solicited and awarded under the proper NAICS Code.
4. Comply with the ordering procedures in FAR Subpart 16.505 Ordering, the PRISM Ordering Guide, and other applicable agency specific regulatory supplements.

The PRISM CO must tailor all optional clauses, provisions, and other applicable terms and conditions specific to the task order solicitation and award.

All costs associated with the preparation, presentation, and discussion of the Contractor's proposal in response to a task order solicitation will be at the Contractor's sole and exclusive expense and each task order will be funded by the ordering agency at the task order level.

H.3.1. Small Business Reserves and Set-asides.

Pursuant to FAR 19.503 the government has reserved base contract awards for small businesses within each of the two MATOC pools; three (3) base contracts are reserved for the MDoDS Pool.

Pursuant to FAR 19.502-2 task orders will be set-aside for small businesses if there is a “reasonable expectation of obtaining offers from two or more responsible small business concerns that are competitive in terms of fair market prices, quality, and delivery.” Pursuant to FAR 16.505(b)(2)(F), additional task orders will be set-aside at the contracting officer's discretion.

NOTE: These ordering procedures are a preliminary guide for the sake of the solicitation. A formal ordering guide will be published upon contract award.

H.3.2. Set-Asides Based on Socio-Economic Group

The PRISM MATOC reserves Base Contract awards for small businesses for the MDoDS Pool. There are no specific socio-economic group set-asides. In addition to the reserved awards, direct task order awards may be made to a particular socio-economic group if demanded by the circumstances and the requirement meets the conditions in FAR 16.505(b)(2) and the dollar thresholds in FAR 19.

H.4. ON-RAMPING, OFF-RAMPING AND DORMANCY PROCEDURES

H.4.1. PRISM ON-RAMPING

The total number of Contractors within any of the PRISM Pools may fluctuate due to any number of reasons including, but not limited to, competition levels on task orders, mergers & acquisitions; the Government's exercise of the off-ramp process; and PRISM Contractors outgrowing their small business size status under their existing PRISM Contract.

It is in the Government's best interest that there remain an adequate number of Contractors eligible to compete for task orders in each PRISM Contract to meet the Government's professional service mission requirements.

Contractors are hereby notified that utilization of any on-ramping procedure below does not obligate the Government to perform any other on-ramping procedure. Furthermore, any on-ramping procedure may be performed for any single PRISM Pool at any time.

H.4.2. PRISM VERTICAL ON-RAMPING

PRISM is a MATOC of two Pools, the P&R Pool and the MDoDS Pool with identical scopes. Both Pools consist of Large and Small Businesses.

For those PRISM Contractors who no longer certify as a small business for the MDoDS PRISM Pool, the PRISM Contractor may elect to be considered as a large business under either PRISM pool. To be eligible to do this, the recertification as a large business of the company must not have been achieved based on a merger or acquisition; or novation agreement in recognition of a successor in interest when Contractor assets are transferred during the term of PRISM.

To obtain a Vertical Contract Ramp, the Contractor must:

1. Have outgrown their small business size standard based on natural growth, not based on a merger, acquisition or novation agreement in recognition of a successor in interest when Contractor assets are transferred during the term of PRISM.
2. Demonstrate successful performance under PRISM.
3. Submit a proposal in response to a solicitation materially identical to the original version of the PRISM solicitation.
4. Meet all the Evaluation Criteria of the original PRISM solicitation for the pool under consideration.

5. Receive a Highest Technically Rated Offeror rating equal to or higher than the lowest rated Contractor within the Pool under consideration. Note: The lowest rated Contractor is based on the lowest evaluated rating within a given PRISM Pool in accordance with the Combined Technical/Risk rating table in Section M. of the PRISM solicitation at the time of the original PRISM Pools.

The vertical Pool ramping solicitation will include the same evaluation factors/sub-factors as the original PRISM solicitation. The terms and conditions of the resulting award will be materially identical to the existing version of PRISM. The period of performance term will be coterminous with the existing term of all other PRISM Contractors.

Immediately upon vertical ramping to PRISM, the Contractor is eligible to submit a proposal in response to any task order solicitation and receive task order awards with the same rights and obligations as any other Contractor; however, the Contractor will be placed on Dormant Status under their PRISM Pool. The Contractor must continue performance on active task orders under their dormant PRISM Pool, including the exercise of options at the task order level at the discretion of the PRISM CO, until all active task orders are closed-out.

The PRISM CO may conduct a vertical pool on-ramp without conducting any other form of on-ramp.

H.4.3. PRISM OPEN SEASON ON-RAMPING

GSA will determine whether it would be in the Government's best interest to initiate an open season to add additional Contractors to any of the PRISM Pools at any time, subject to the following conditions.

1. An open season notice is published in Sam.Gov. in accordance with FAR Part 5, Publicizing Contract Action
2. An open season solicitation is issued under current Federal procurement law.
3. The solicitation identifies the total anticipated number of new contracts that GSA intends to award.
4. Any Offeror that meets the eligibility requirements set forth in the open season solicitation may submit a proposal in response to the solicitation.
5. The award decision under the open season solicitation is based upon substantially the same evaluation factors/sub- factors as the original solicitation.
6. An Offeror's proposal must meet all the Evaluation criteria of the original solicitation.
7. An Offeror's proposal must receive a proposal rating equal to or higher than the lowest rated Contractor within the PRISM Pool under consideration. Note: The lowest rated Contractor is based on the lowest evaluated rating within a given PRISM Pool in accordance with the rated table in Section M. of the solicitation at the time of the original awards.
8. The terms and conditions of any resulting awards are materially identical to the existing version of the PRISM Pool and,
9. The period of performance term for any new awards is coterminous with the existing term for all other Contractors.

Immediately upon on-ramping, the Contractor is eligible to submit a proposal in response to any task order solicitation and receive task order awards with the same rights and obligations as any other Contractor.

H.4.4. PRISM DORMANT STATUS

GSA is responsible for ensuring performance and compliance with the terms of PRISM and safeguarding the interests of the Government and the American taxpayer in its contractual relationships. Additionally, GSA must ensure that Contractors receive impartial, fair, and equitable treatment. PRISM must be reserved for high performing PRISM Contractors.

Accordingly, if the PRISM CO determines that any requirement of PRISM is not being met a PRISM Contractor may be placed into Dormant Status. Dormant status may be activated for a given PRISM Pool that a Contractor has been awarded or Dormant Status may be activated for both PRISM Pools.

If Dormant Status is activated, the Contractor shall not be eligible to participate or compete in any subsequent task order solicitations while the Contractor is in Dormant Status; however, Contractors placed in Dormant Status shall

continue performance on previously awarded and active task orders, including the exercise of options and modifications at the task order level.

Dormant Status is not a Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4 or a Termination as defined in FAR Part 49. Dormant Status is a condition that applies to the PRISM contract only. Grounds for being placed in Dormant Status specifically include, but are not limited to, trends or patterns of behavior associated with the failure to meet the deliverables and compliances specified under Section F.

Dormant status will only be imposed after careful consideration of the situation and collaboration with the Contractor to resolve the issues. To place a Contractor in Dormant Status, the PRISM CO must first send a letter, in writing, to the Contractor regarding the poor performance or non-compliance issue. The Contractor shall have reasonable time, at the discretion of the PRISM CO, to provide the PRISM CO with a remediation plan to correct the deficiencies/issues. If the PRISM CO is satisfied with the Contractor's response, the Contractor will not be placed in Dormant Status. If the PRISM CO is not satisfied with the response, or the remediation plan is not effective, the PRISM CO may issue a final decision, in writing, placing the Contractor in a Dormant Status. The PRISM CO final decision may be appealed to the GSA AAS Ombudsman under Alternative Disputes Resolution (ADR), as defined in FAR Subpart 33.201 and GSAM 533.214. Using ADR does not waive the Contractor's right to appeal to the Agency Board of Contract Appeals or United States Court of Federal Claims.

H.4.5. PRISM OFF-RAMPING

GSA reserves the unilateral right to Off-Ramp non-performing Contractors. Contractors that are Off-Ramped will have no active task orders under their PRISM Pool at the time of the Off-Ramping. Contractors under more than one PRISM Pool will only be off-ramped from the PRISM Pool where the non-performing issues have occurred.

Off-ramping methods may result from one of the following conditions:

1. Permitting the Contractor's PRISM Contract term to expire instead of exercising the upcoming Option.
2. After a Contractor is placed in Dormant Status and the Contractor has completed all previously awarded task orders under PRISM.
3. Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4.
4. Termination as defined in FAR Part 49.
5. Contractors who fail to meet the standards of performance, deliverables, or compliances.
6. Taking any other action which may be permitted under the PRISM terms and conditions.

H.5. NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

The Office of Management and Budget's (OMB's) North American Industry Classification System (NAICS) is a coding system for classifying where services are performed by type of economic activity in order to analyze economic data and promote uniformity in describing the economy.

The Small Business Administration (SBA) assigns a business size standard to each NAICS code, which is usually stated in number of employees or average annual receipts, to represent the largest size that a business (including its subsidiaries and affiliates) may be to remain classified as a small business by the SBA in order to qualify for small business socio-economic programs.

NAICS Codes and small business size standards are periodically updated and revised by SBA. If SBA revises NAICS Code(s) and small business size standard(s) that are within the scope of PRISM during the term of PRISM, the PRISM CO may need to update the PRISM MATOC task order contracts to reflect the updated NAICS Code(s) and small business size standards(s).

H.5.1. PRISM NAICS Codes

PRISM will include a broad range of Professional Services for the MDoDS Pool. Therefore, three (3) NAICS Codes are assigned:

1. 541611 Administrative Management and General Management Consulting Services
2. 541330 Engineering Services
3. 541715 Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology)

Pursuant to 13 CFR 121.402 Business Size will be determined pursuant to the following NAICS:

- 541715 is the primary NAICS assigned to the MDoDS Pool.

Pursuant to 13 CFR 121.402 and 13 CFR 121.404 Task Orders may be awarded using any of the 3 NAICS Codes. The PRISM CO has the responsibility to determine which predominant NAICS code applies to a task order solicitation, whether or not the task order is unrestricted or set-aside. The PRISM CO must identify the NAICS Code Number, Title, Business Size Standard, and corresponding PRISM Pool in the task order solicitation.

Once a NAICS Code is selected by the PRISM CO, the PRIM CO must provide fair opportunity to all Contractors under the corresponding PRISM Pool for solicitation purposes, unless an exception to fair opportunity has been properly executed. Ordering Procedures at FAR 16.505 apply. If the solicitation could be classified in two or more NAICS codes with different size standards, the PRISM CO shall apply the NAICS code and corresponding size standard for the industry accounting for the greatest percentage of anticipated task order price/cost.

H.6. TECHNICAL DIRECTION LETTERS

A TDL is the means by which the contractor's efforts on this TO will be directed and tracked. Prior to commencement of TDLs, the Government will issue an approved TDL form to the contractor (signed by AAS CO (or COR if so delegated), contractor, and the customer POC), and a resulting TO funding modification when required. Sub-CLINs (ASSIST Line Items) will be created for each non-severable TDL.

The TDL will provide specific information related to the tasks contained within the TO and will be provided to the contractor in writing. Any TDL issued hereunder will be subject to the terms and conditions of the TO and will not be used to assign new work, direct a change to the quality or quantity of supplies or services delivered, change the delivery date(s) or period of performance of the contract, or change any other conditions of the contract. The TO cannot be modified by the TDL and, in the event of a conflict, the TO shall prevail. All TDLs must meet the following conditions:

1. The scope of services for any TDL must be contained in the current TO.
2. The supported office(s) must be identified in the current TO.
3. The TDL must be approved in writing by the identified TPOC/TM/TA and AAS CO (or COR if so delegated) prior to work commencement.
4. Include any other applicable requirements.

The Government will communicate TDLs in writing that will include, at a minimum, the following information:

1. TDL identification number.
2. Customer organization and POC information.
3. Funding organization and POC information.
4. TDL Title.
5. Severable or non-severable designation.
6. Estimated dollar value.
7. Planned start date and duration of the TDL.
8. Task(s) under the TO that the TDL supports.
9. Description of work contained in the TDL, inclusive of expected outcomes and documentation requirements.
10. Include any other applicable requirements.

If the contractor does not agree with the estimated duration of the work specified on the TDL or considers the work to be outside the scope of the TO or funded value of the TO, or otherwise subject to the changes clause, the contractor shall notify the AAS CO in writing with a copy to the COR, within two working days of receipt. The contractor shall

undertake no performance to comply with the TDL until the matter has been resolved by the AAS CO through a contract modification or other appropriate action.

H.7. PRODUCT SERVICE CODES (PSC)

The PSC represents what products, services, and/or research and development (R&D) was purchased by the federal government for each task order award reported in the Federal Procurement Data System (FPDS). The PRISM PSC is R499 Support – Professional: Other.

H.8. SYSTEMS, CERTIFICATIONS, AND CLEARANCES

H.8.1. Acceptable Accounting System

An acceptable accounting system is a system that is approved by the Defense Contract Audit Agency (DCAA) and provides for the proper segregation, identification, accumulation, and allocation of direct and indirect costs for government procurements.

Acceptable Accounting Systems are mandatory for all **Prime Contractors** on PRISM. If a contractor does not have an acceptable accounting system at the time of proposal submission, the contractor must pass a pre-award survey audit before an award can be made. Additionally, once the pre-award survey is passed, the contractor must go through a full DCAA system audit that results in a DCMA approved accounting system. In the event that a pre-award survey is not passed, the next HTRO-RP contractor will be selected. Only those Contractors that maintain an acceptable accounting system, as approved by DCAA, shall be eligible to receive CPFF task order solicitations.

Cost Accounting Standards (CAS) are mandatory unless covered by exemption under 48 CR 9903.201-1 and 48 CFR 9903.201-2. All other systems and certifications are optional; however, Contractors are encouraged to acquire these systems and certifications. All Systems, Compliances, and Certifications must be maintained at the Contractors current level at time of award or higher throughout the period of performance of PRISM. For example, if a Contractor was awarded a contract partly based on having an Approved Purchasing System at time of award, then the Contractor must maintain an Approved Purchasing System for the life of PRISM.

Failure to meet the following deliverables, reports, or compliance standards may result in activation of Dormant Status and/or result in a Contractor being Off-Ramped (See Sections H). For each Contractor, the PRISM PCO will maintain a current list of all applicable Systems, Certifications, and Clearances for the OCO upon request. The Contractor shall notify the PRISM CO for affected task orders in writing if there are any changes in the status of their accounting system and provide the reasons for the change and copies of audit reports, as applicable.

H.8.2. Cost Accounting Standards (CAS).

Cost Accounting Standards (CAS) are a set of 19 standards and rules promulgated by the Government for use in determining costs on procurements and for Contractors to disclose in writing and follow consistently their cost accounting practices. The Contractor and its Subcontractors are subject to "full" CAS coverage which requires all 19 standards, "modified" CAS coverage and requires Standards 401, 402, 405, and 406, or be "exempt" from CAS coverage under 48 CFR 9903.201-1 and 48 CFR 9903.201-2. Also, a Contractor under "full" coverage is not subject to a standard where it does not apply. When a Contractor is subject to CAS, the Contractor must comply with CAS coverage for task orders awarded under PRISM. CAS does not apply to task orders and subcontracts when task orders and subcontracts are firm-fixed-price or fixed-price with economic price adjustment provided that the price adjustment is not based on actual costs incurred.

When a Contractor is subject to CAS, the Contractor must maintain CAS compliance by DCAA or other cognizant auditor for the entire term of PRISM. The Contractor shall notify the PRISM CO and designated OCO for affected task orders, in writing, if there are any changes to their CAS Disclosure Statements, Administration of CAS, or Cost Accounting Practice Changes, and provide the reasons for the change and copies of audit reports, as applicable.

H.8.3. Acceptable Estimating System

An estimating system is a system that includes policies, procedures, and practices for budgeting and planning controls, and generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards.

An acceptable estimating system means an estimating system that is:

- Maintained, reliable, and consistently applied.
- Produces, verifiable, supportable, documented, and timely cost estimates that are an acceptable basis for negotiation of fair and reasonable prices.
- Is consistent with and integrated with the Contractor's related management systems; and
- Is subject to applicable financial control systems.

An Acceptable Estimating System is not mandatory (but see Section M); however, Contractors are encouraged to have an acceptable estimating system approved by the Defense Contract Management Agency (DCMA) or other cognizant auditor for the entire term of PRISM. The Contractor shall notify the PRISM CO for affected task orders in writing if there are any changes in the status of their estimating system and provide the reasons for the change and copies of audit reports, as applicable.

H.8.4. Reserved

H.8.5. Forward Pricing Rate Agreements, Forward Pricing Rate Recommendations, and Approved Billing Rates

A Forward Pricing Rate Agreement (FPRA) means a written agreement to make certain rates available during a specified period for use in pricing contracts or modifications. A set of rates and factors unilaterally established by the ACO for use by the Government in negotiations or other contract actions when forward pricing rate agreement negotiations have not been completed or when the Contractor will not agree to a forward pricing rate agreement.

Approved Billing Rates means an indirect cost rate established temporarily for interim reimbursement of incurred indirect costs and adjusted as necessary pending establishment of final indirect cost rates.

These rates represent reasonable projections of specific costs that are not easily estimated for, identified with, or generated by a specific contract, contract end item, or task. These projections may include rates for such things as direct labor, indirect costs, material obsolescence and usage, and material handling. Billing rates and final indirect cost rates may be used in reimbursing indirect costs under cost-reimbursement task orders and in determining progress payments under fixed-price task orders.

The Contractor shall notify the PRISM CO for affected task orders in writing if there are any changes in the status of their FPRA, FPRR, and/or approved billing rates and provide the reasons for the change and copies of audit reports, as applicable. FPRA, FPRR, and/or Approved Billing Rates will not be disclosed. Only the PRISM CO will have access to this information upon request.

H.8.6. Approved Purchasing System

An approved purchasing system means the Contractor's purchasing system has been approved under a Contractor Purchasing System Review (CPSR) for efficiency and effectiveness with which the Contractor spends Government funds and complies with Government policy when subcontracting.

Advance notification requirements for subcontracting and consent to subcontract are not required when a Contractor has an approved purchasing system unless otherwise requested by the PRISM CO on an individual task order or task orders with no subcontracting possibilities.

Submission of evidence of an Approved Purchasing System is not mandatory (see Section M) but is preferred. Contractors are encouraged to have a purchasing system approved by the Defense Contract Management Agency

(DCMA) or other cognizant Government administration office for the entire term of PRISM. The Contractor shall notify the PRISM CO and designated PRISM CO for affected task orders, in writing, if there are any changes in the status of their purchasing system and provide the reasons for the change and copies of CPSR reports, as applicable.

H.8.7. Teaming Commitment Letters

If applicable, Teaming Commitment Letter(s) (TCL) establishes the relationship and commitments of performance when a Prime Contractor proposes the use of Subcontractor's Corporate Experience, Key Personnel (**See below**) or Past Performance to meet the qualifications to be a PRISM Base Contract holder. **This is referred to as a Teaming Subcontractor. For Key Personnel, a Subcontractor is a Teaming Subcontractor if the subcontractor is providing 5 or more Factor 2 KPs).** A TCL is required to be signed by both the Prime and the Subcontractor. For Key Personnel, contractors must maintain and honor each TCL for the base period of the contract; however, see approval requirements prior to replacing key personnel. **For Corporate Experience and Past Performance,** contractors must maintain and honor each TCL for at least the base period and the first option period of the contract; however, see on-ramping requirements prior to replacing **these** Teaming Subcontractors. The Contractor's TLCs are incorporated by reference into the PRISM contract. For the purposes of this acquisition, a TCL is different from a Contractor Team Arrangement (CTA) in accordance with FAR 9.601 (1) (See MATOC Volume 2, Tab B).

The Contractor shall notify the PRISM CO, in writing, if they anticipate any changes in the status of their teaming commitments and provide the reasons for the change. Prior approval by a PRISM CO is required prior to replacing key personnel. Replacement KP must possess equal to or greater than experience and qualifications of the position description of the KP being replaced.

H.9. Security Clearance Requirements

The PRISM CO must tailor security requirements (both facility and employee), clauses, provisions, and other applicable terms and conditions specific to each task order's solicitation and award.

Only those Contractors that meet the required security clearance levels on individual task order solicitations are eligible to compete for such task orders. In general, all necessary facility and employee security clearances shall be at the expense of the Contractor. The Contractor shall comply with all security requirements in task orders awarded under PRISM.

H.9.1. Employee Security Clearance

Security clearances for Contractor employees, including Subcontractor employees, may require Confidential, Secret, Top Secret, Agency-Specific Clearances, and/or Special Background Investigations for Sensitive Compartmented Information or Special Access Programs. In such cases, the Contractor, at its own expense, is responsible for providing and maintaining personnel with the appropriate security clearances to ensure compliance with Government security regulations, as specified in the individual task order. Submission of key personnel with current security clearances is not mandatory. **However, see section M for treatment of submission of KP with current security clearance in reference to Factor 1 evaluations. Also, key personnel with active security clearances are required for task orders if it is required in the PWS.**

The Contractor shall fully cooperate on all security checks and investigations by furnishing requested information to verify the Contractor employee's trustworthiness and suitability for the position. Task orders containing classified work may also include a Contract Security Classification Specification, (i.e., DD Form 254 or civilian agency equivalent).

The Government has full and complete control over granting, denying, withholding, or terminating security clearances for employees. Granting of a clearance shall not prevent, preclude, or bar the withdrawal or termination of any such clearance by the Government.

H.9.2. Facility Clearance Level

A facility clearance level (FCL) is when a Contractor's facility is eligible for access to classified information at the Confidential, Secret, or Top-Secret level. The FCL includes the execution of a Department of Defense (DoD) Security Agreement (DD Form 441 and DD Form 441-1) and Certificate Pertaining to Foreign Interests (SF 328).

Under the terms of a FCL agreement, the Government agrees to issue the FCL and inform the Contractor as to the security classification of information to which the Contractor will have access. The Contractor, in turn, agrees to abide by the security requirements set forth in the National Industrial Security Program Operating Manual, commonly referred to as the NISPOM. There are no mandatory levels of facility security clearance for Contractors under PRISM; however, task orders may require Prime Contractors to have an FCL at any level, under PRISM.

If required at the task order level the Contractor, at its own expense, must maintain their FCL by the Defense Security Service (DSS) for the entire term of PRISM. The Contractor shall notify the PRISM CO and designated OCO for affected task orders, in writing, if there are any changes in the status of their FCL and provide the reasons for the change. If only part of a Contractor's organization has a FCL, the Contractor shall make the distinction between which business units or sites and geographic locations have an FCL. Only those Contractors that meet a required FCL level on task order solicitations that require a FCL shall be eligible to compete.

H.9.3. Cyber-Supply Risk Assessment

The Government may perform a cyber-supply chain risk assessment of the awarded contractor at any time during the period of performance. The Government may review any information provided by the contractor to the Government as part of this contract action, along with any other information available to the Government from any other source, to assess the cyber-supply chain risk associated with the contractor. The Government may monitor the following cyber-supply chain risk information, including, but not limited to:

1. Functionality and features of awarded products and services, including access to data and information system privileges.
2. The ability of a source to produce and deliver products and services as expected.
3. Foreign control of, or influence over, a source, product, or service (e.g., foreign ownership, personal and professional ties between a source and any foreign entity, legal regime of any foreign country in which a source is headquartered or conducts operations).
4. Security, authenticity, and integrity of products and services and their supply and compilation chains.
5. The contractor's capacity to mitigate identified risks.
6. Any other considerations that would factor into an analysis of the security, integrity, resilience, quality, trustworthiness, or authenticity of products, services, or sources.

In the event supply chain risks are identified during contract administration and corrective action becomes necessary, mutually agreeable corrective actions will be sought based upon specific identified risks. Failure to resolve any identified risk may result in Government action, including not extending the period of performance, not exercising remaining option periods, and contract termination.

H.9.4. HSPD-12

When a Contractor or their Subcontractors are required to have physical access to a Federal controlled facility or access to a Federal information system, the Contractor shall comply with agency personal identity verification procedures in task orders that implement Homeland Security Presidential Directives-12 (HSPD-12).

H.10. SUSTAINABILITY

PRISM seeks to benefit from the use of sustainable management practices by Contractors including tracking and seeking continual reductions in energy usage, greenhouse gas emissions, water consumption, solid waste and hazardous waste, and other relevant environmental impacts and associated costs.

Use of these sustainable management practices results in lower environmental impacts of delivered products and services, helping customers meet sustainable acquisition requirements under Executive Order 13514: Federal Leadership in Environmental, Energy and Economic Performance, and its precursors, successors, and related regulations.

Public disclosures of environmental impacts and sustainable management practices have been associated with increased operational efficiency, lower overhead costs, and reduced supply chain and other business risks for disclosing companies.

Sustainability disclosures can help PRISM customers understand the major environmental impacts of procured products and services, familiarize themselves with the available strategies for reducing these impacts, and design projects and task order requirements which incorporate these strategies.

GSA encourages Contractors to provide the location(s) (Internet URL or URLs) of one or more sources of publicly available information regarding its company-wide environmental impacts and sustainable management practices (sustainability disclosures). In making sustainability disclosures, the Contractor is requested to utilize existing, widely recognized third-party sustainability reporting portals and services such as the Global Reporting Initiative (GRI) Sustainability Disclosure Database (database of corporate social responsibility (CSR) reports) and the Carbon Disclosure Project (CDP) Climate Change and Water Disclosure Questionnaires.

These sustainability-related standards, including estimates of the lifecycle costs and environmental impacts of proposed solutions, may apply at the task order level.

H.11. LIMITATIONS ON SUBCONTRACTING

In performance of task orders awarded as SB Set-asides under PRISM, at least 50% of the cost of each task order performance incurred for personnel shall be expended by the PRISM Prime Contractor. FAR 52.219-14, Limitations on Subcontracting, will be monitored and strictly enforced by the PRISM CO.

The Contractor shall specifically identify the total Prime and Subcontracted labor dollars combined and the total labor dollars Subcontracted separately in each invoice submitted under PRISM task orders.

H.12. PRIME TO PRIME PARTNERING

In the event of contractor teaming or partnering between two offerors both of which are selected as Prime contractors either in the same pool or in different pools, the teaming or partnering relationship will be allowed.

Restriction: In order to avoid **Unfair Competitive Advantage** and to **Protect Procurement Integrity**, the following restriction applies to Prime-to-Prime Partnering. Contractors are restricted from competing as a Prime Contractor and a Subcontractor teaming with another Prime Contractor competitor for the same Task Order RFP.

MATOC Solicitation: In response to the MATOC Solicitation, a Contractor is allowed to submit a proposal to be a Prime contractor and is allowed to team with another potential Prime Contractor in an attempt to win a Base Contract Award. However, if both contractors are awarded Base Contracts, becoming Prime Contract Holders, the above restriction would prohibit one Contractor from competing for any of the PRISM Task Orders as a Prime Contractor while also teaming with another Prime Contract holder as a Subcontractor in relation to that same PRISM Task Order.

Task Order RFP: A Prime Contract Holder is allowed to submit a proposal as a Prime contractor for any individual Task Order RFP but is not allowed to also team, as a Subcontractor, with another Prime Contract Holder who is also submitting a proposal to be the Prime Contractor for the same Task Order RFP. For any individual Task Order RFP, contractors must choose to pursue a Task Order as a Prime Contractor or as a Subcontractor, but not both at the same time!

H.13. TRAINING AND PERMITS

The Contractor shall provide fully trained and experienced personnel required for performance under task orders awarded under PRISM. The Contractor shall train Contractor personnel, at its own expense, except when the PRISM CO has given prior approval for specific training to meet special requirements that are peculiar to a particular task order.

Except as otherwise provided in an individual task order, the Contractor shall, at its own expense, be responsible for obtaining any and all licenses, certifications, authorizations, approvals, and permits, and for complying with any applicable Federal, national, state, and municipal laws, codes, and regulations, and any applicable foreign work permits, authorizations, and/or visas in connection with the performance of any applicable task order issued under PRISM.

H.14. ETHICS AND CONDUCT

Personal services are not authorized under PRISM. PRISM is strictly a non-personal services contract which means the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.

The Contractor and its employees must conduct themselves with the highest degree of integrity and honesty and adhere to the policies and procedures as specified in FAR Part 3 and GSAM Part 503 Improper Business Practices and Personal Conflicts of Interest.

Failure to adhere to proper ethics and conduct may result in activation of Dormant Status and/or result in a Contractor being Off-Ramped.

H.14.1. Supervision

The Contractor shall not supervise, direct, or control the activities of Government personnel or the employee of any other Contractor under PRISM and the Government will not exercise any supervision or control over the Contractor in the performance of contractual services under PRISM. The Prime Contractor is accountable to the Government for the actions of its personnel and Subcontractors.

Contractor employees shall not represent themselves as Government employees, agents, or representatives or state orally or in writing at any time that they are acting on behalf of the Government. In all communications with third parties in connection with PRISM, the Contractor must ensure that all Contractor employees identify themselves as Contractor employees and identify the name of the company for which they work and, must not carry out any direction that violates the terms and conditions of PRISM.

The Contractor shall ensure that all of its employees, including Subcontractor employees, working under PRISM are informed of the substance of this Section. If the Contractor believes any action or communication has been given that would create a personal services relationship between the Government and any Contractor employee or any other potential supervision or duty violation, the Contractor must notify the PRISM CO immediately of this communication or action.

H.14.2. Conduct

The Contractor shall not discuss with unauthorized persons any information obtained in the performance of work under PRISM; conduct business other than that which is covered by PRISM during periods funded by the Government; conduct business not directly related to PRISM on Government premises; use Government computer systems and/or other Government facilities for company or personal business; recruit on Government premises; or otherwise act to disrupt official Government business.

The Contractor shall ensure that all of its employees, including Subcontractor employees, working under PRISM are informed of the substance of this Section.

If the Contractor believes any action or communication has been given that would create a business ethic or conduct violation, the Contractor must notify the PRISM CO immediately of this communication or action.

H.14.3. Conflicts of Interest

The guidelines and procedures of FAR Subpart 9.5 and GSAM Subpart 509.5, Organizational and Consultant Conflicts of Interest, and FAR Part 3 and GSAM Part 3, Improper Business Practices and Personal Conflicts of Interest, will be used in identifying and resolving any issues of a conflict of interest under PRISM. The FAR and other applicable agency specific regulatory supplements will govern task orders awarded under PRISM.

Assuming no real or potential conflict of interest, an PRISM Prime Contractor may be a Subcontractor to another Prime Contractor on task orders solicited and awarded under PRISM ; however, the PRISM CO may require that the Contractor sign an Organizational Conflict of Interest (OCI) Statement in which the Contractor (and any Subcontractors or teaming partners) agree not to submit any proposal or provide any support to any firm which is submitting (as Prime or Subcontractor) any proposal for any solicitation resulting from the work on a specific task order under PRISM.

All Contractor personnel (to include Subcontractors and Consultants) who will be personally and substantially involved in the performance of any task order issued under PRISM which requires the Contractor to act on behalf of or provide advice with respect to any phase of an agency procurement shall execute and submit an “Employee/Contractor Non-Disclosure Agreement” Form. The PRISM CO will provide the appropriate nondisclosure form specific to the procurement. This form shall be required prior to the commencement of any work on such task order and whenever replacement personnel are proposed under an ongoing task order.

The Contractor shall be responsible for identifying and preventing personal conflicts of interest of their employees. The Contractor shall prohibit employees who have access to non-public information by reason of performance on a Government contract from using that information for personal gain.

In the event that a task order requires activity that would create an actual or potential conflict of interest, the Contractor shall immediately notify the PRISM CO of the conflict, submit a plan for mitigation, and not commence work until specifically notified by the PRISM CO to proceed; or identify the conflict and recommend to the PRISM CO an alternate approach to avoid the conflict.

The PRISM CO, if necessary, will review the information provided by the Contractor and make a determination whether to proceed with the task order and process a request for waiver, if necessary.

H.14.4. Cooperation with other Contractors on Government Sites

The Government may undertake or award other contracts or task orders for work at or in close proximity to the site of the work under PRISM. The Contractor shall fully cooperate with the other Contractors and with Government employees and shall carefully adapt scheduling in performing the work under PRISM to accommodate the working environment, heeding any direction that may be provided by the PRISM CO. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor or by Government employees.

H.15. GOVERNMENT PROPERTY

For task orders awarded under PRISM, Government property matters shall follow the same policies and procedures for Government property under FAR Part 45, Government Property, and other applicable agency specific regulatory supplements.

FAR Part 45 does not apply to Government property that is incidental to the place of performance, when the task order requires Contractor personnel to be located on a Government site or installation, and when the property used by the Contractor within the location remains accountable to the Government.

Unless otherwise specified in a task order, the Contractor shall provide all office equipment and consumable supplies at the Contractor's sole and exclusive expense, including computers/workstations used in daily operation in support of PRISM.

The PRISM CO must tailor property clauses, provisions, and other applicable terms and conditions specific to each task order solicitation and award.

H.15.1. Leasing of Real and Personal Property

The Government contemplates that leases may be part of a task order solution offered by a Contractor, but the Government, where the Contractor's solution includes leasing, must not be the Lessee. Under no circumstances on any task order awarded under PRISM shall the Government be deemed to have privity-of-contract with the Owner/Lessor of the Leased Items; or, the Government be held liable for early Termination/Cancellation damages if the Government decides not to exercise an option period under a task order unless the Contractor has specifically disclosed the amount of such damages (or the formula by which such damages would be calculated) as part of its proposal and the PRISM CO for the task order has specifically approved/allowed such damages as part of the task order terms and conditions.

H.15.2. Government Facilities

The Contractor shall arrange with the PRISM CO or other designated representative for means of access to premises, delivery and storage of materials and equipment, use of approaches, use of corridors, stairways, elevators, and similar matters.

A Contractor working in a government facility shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to their employees as necessary.

The Contractor is responsible for ensuring that their employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized. Each employee is expected to adhere to standards of behavior that reflect favorably on their employer and the Federal Government.

The Contractor shall ensure that all of its employees, including Subcontractor employees, working under PRISM are informed of the substance of this clause.

H.15.3. Rights of Ingress and Egress

The rights of ingress to, and egress from, Government facilities for the Contractor's personnel must be specified in the task order. Specific federally-controlled facilities or those areas located within a given facility may have additional security clearance requirements that must be specified in the task order.

Contractor employees, including Subcontractor employees, shall have in their possession, at all times while working, the specific Government identification credential issued by the Government. The identification credential shall be displayed and be visible at all times while on Government property.

During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the facility access policies and the conduct of personnel. The Government reserves the right to require Contractor personnel to "sign-in" upon entry and "sign-out" upon departure from the Government facilities.

The contractor shall be responsible for ensuring that all identification credentials are returned to the issuing agency whenever contract employees leave the contract, when the task order has been completed, employees leave the company, or employees are dismissed or terminated. The Contractor shall notify the issuing agency whenever employee badges are lost.

(END OF SECTION H)

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1. TASK ORDER CLAUSES

All Applicable and Required provisions/clauses that automatically flow down to task orders shall remain unchanged as of Federal Acquisition Circular (FAC) No. 2023-06, effective date Dec. 4, 2023, throughout the entire period of performance under PRISM. If a future Applicable or Required provision(s)/clause(s) are to the benefit of future task orders solicited under PRISM, the future Applicable or Required provision/clause may be updated by FAC. No. and effective date under a bi-lateral modification to PRISM.

The PRISM CO must only identify any Optional, and/or Agency-Specific provisions/clauses for each individual task order solicitation and subsequent award. The PRISM CO must provide the provision/clause Number, Title, Date, and fill-in information (if any), as of the date the task order solicitation is issued.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

- FAR website: <http://www.acquisition.gov/far/>
- DFARS website: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>
- GSAM website: <https://www.acquisition.gov/?q=browsegsam>

FAR	TITLE	DATE
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-7 Alt I	Anti-Kickback Procedures Alt I	NOV 2012
52.203-8	Cancellation, Rescission, and Recovery of Funds For Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-16	Preventing Personal Conflict of Interest	JUN 2020
52.204-2	Security Requirements	MAR 2021
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	MAR 2020
52.204-13	System for Award Management Maintenance	OCT 2016
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	NOV 2021
52.204-22	Alternative Line-Item Proposal	JAN 2017
52.210-1	Market Research	NOV 2021
52.211-5	Materials Requirements	AUG 2000
52.212-4	Contract Terms and Conditions – Commercial Products and Commercial Services	NOV 2021
52.215-2	Audit and Records —Negotiation	OCT 2010

52.215-8	Order of Precedence – Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data— Modifications (DEVIATION 2022-O0001)	OCT 2021
52.215-12	Subcontractor Certified Cost or Pricing Data (DEVIATION 2022-O0001)	OCT 2021
52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications (DEVIATION 2022-O0001)	OCT 2021
52.215-14	Integrity of Unit Prices	NOV 2021
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data- Modifications	NOV 2021
52.216-7	Allowable Cost and Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.216-11	Cost Contract – No Fee	APR 1984
52.216-18	Ordering	AUG 2020
52.216-19	Order Limitations	OCT 1995
52.216-22	Indefinite Quantity	OCT 1995
52.216-24	Limitation of Government Liability	APR 1984
52.216-32	Task-Order and Delivery-Order Ombudsman	SEP 2019
52.216-32 Alt I	Task-Order and Delivery-Order Ombudsman - Alternate I	SEP 2019
52.217-2	Cancellation Under Multi-Year Contracts	OCT 1997
52.219-1	Small Business Program Representations	OCT 2022
52.219-1Alt III	Small Business Program Representations--Alternate II	MAR 2020
52.219-14	Limitations on Subcontracting (DEVIATION 2021-O0008)	SEP 2021
52.219-32	Orders Issued Directly Under Small Business Reserves	MAR 2020
52.222-2	Payment for Overtime Premiums	JUL 1990
52.222-16	Approval of Wage Rates	MAY 2014
52.223-5	Pollution Prevention and Right-To-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission outside the United State	MAY 2020
52.227-1	Authorization and Consent	JUN 2020
52.227-1 Alt I	Authorization and Consent Alt I	JUN 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	JUN 2020
52.227-3	Patent Indemnity	JUN 2020
52.227-3 Alt II	Patent Indemnity Alt II	APR 1984
52.228-5	Insurance – Work on a Government Installation	JAN 1997
52.228-7	Insurance—Liability to Third Persons	MAR 1996
52.229-3	Federal, State, and Local Taxes	FEB 2013
52.229-6	Taxes—Foreign Fixed-Price Contracts	FEB 2013
52.229-8	Taxes—Foreign Cost-Reimbursement Contracts	MAR 1990
52.230-2	Cost Accounting Standards	JUN 2020
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984

52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-18	Availability of Funds	APR 1984
52.232-20	Limitation of Cost	APR 1984
52.232-22	Limitation of Funds	APR 1984
52.232-23	Assignment of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.2323-25 Alt I	Prompt Payment Alt I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-1 Alt I	Disputes Alt I	DEC 1991
52.233-2	Service of Protest	SEP 2006
52.233-3 Alt I	Protest After Award Alt I	JUN 1985
52.233-4	Applicable Law For Breach of Contract Claim	OCT 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	DEC 2022
52.242-13	Bankruptcy	JAN 2017
52.243-1	Changes – Fixed-Price	AUG 1987
52.243-1 Alt I	Changes – Fixed Price Alt I	APR 1984
52.243-1 Alt V	Changes – Fixed Price Alt V	APR 1984
52.243-2	Changes – Cost Reimbursement	AUG 1987
52.243-2 Alt I	Changes – Cost Reimbursement Alt I	APR 1984
52.243-2 Alt V	Changes – Cost Reimbursement Alt V	APR 1984
52.244-2	Subcontracts	JUN 2020
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts For Commercial Items	JAN 2025; DEV FEB 2025
52.245-1	Government Property	SEP 2021
52.245-1 Alt I	Government Property Alt I	APR 2012
52.245-9	Use and Charges	APR 2012
52.246-25	Limitation of Liability – Services	FEB 1997
52.249-2	Termination For Convenience of the Government (Fixed-Price)	APR 2012
52.249-4	Termination for Convenience of the Government (Services) (Short Form)	APR 1984
52.249-6	Termination (Cost-Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply And Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
DFARS	TITLE	DATE
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	JAN 2023
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7003	Agency Office of the Inspector General	AUG 2019

252.203-7004	Display of Hotline Posters	JAN 2023
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	JAN 2023
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	JAN 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	JAN 2023
252.204-7022	Expediting Contract Closeout	MAY 2021
252.204-7023	Reporting Requirements for Contracted Services	JUL 2021
252.204-7023 Alt I	Reporting Requirements for Contracted Services Alt I	JUL 2021
252.205-7000	Domestic Source Restriction	AUG 2023
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
252.209-7007	Prohibited Financial Interests for Lead System Integrators	DEC 2022
252.209-7009	Organizational Conflict of Interest—Major Defense Acquisition Program	MAY 2019
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.215-7007	Notice of Intent to Resolicit	JUN 2012
252.215-7008	Only One Offer	DEC 2022
252.216-7010	Postaward Debriefing for Task Orders and Delivery Orders	DEC 2022
252.219-7003	Small Business Subcontracting Plan (DoD Contracts) – Basic	DEC 2019
252.219-7003 Alt I	Small Business Subcontracting Plan (DoD Contracts) – Alt I	DEC 2019
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	JAN 2023
252.223-7004	Drug Free Workforce	SEP 1988
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States.	DEC 2023
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7013	Rights In Technical Data—Other Than Commercial Products or Commercial Services	MAR 2023
252.227-7013 Alt II	Rights In Technical Data—Other Than Commercial Products or Commercial Services – Alt II	MAR 2022
252.227-7016	Rights in Bid or Proposal Information	JAN 2023
252.227-7020	Rights in Special Works	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7030	Technical Data--Withholding of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JAN 2023
252.230-7000	Supplemental Cost Principles	DEC 1991
252.230-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7007	Limitation of Government's Obligations	APR 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7023	Continuation of Essential Contractor Services	OCT 2012
252.239-7000	Protection Against Compromising Emanations	OCT 2019
252.239-7010	Cloud Computing Services	SEP 2015
252.239-7018	Supply Chain Risk	DEC 2022

252.241-7001	Government Access	DEC 1991
252.242-7004	Material Management and Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing of Contract Modifications	DEC 1991
252.243-7002	Requests For Equitable Adjustment	DEC 2022
252.244-7000	Subcontracts for Commercial Products and Commercial Services	JAN 2023
252.244-7001	Contractor Purchasing System Administration—Basic	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	JAN 2021
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal (DEVIATION 2022-O0006)	NOV 2021
252.246-7001	Warranty of Data—Basic	MAR 2014
252.249-7000	Special Termination Costs	DEC 1991
252.251-7000	Ordering From Government Supply Sources	AUG 2012
GSAR	TITLE	DATE
552.203-71	Restriction on Advertising	SEP 1999
552.204-9	Personal Identity Verification Requirements	OCT 2012
552.215-70	Examination of Records by GSA	FEB 1996
552.215-73	Notice	JUL 2016
552.216-74	Task-Order and Delivery-Order Ombudsman	AUG 2010
552.216-75	Transactional Data Reporting	MAY 2023
552.217-70	Evaluation of Options	JUL 2016
552.219-75	GSA Mentor-Protégé Program	SEP 2009
552.228-5	Government as Additional Insured	JAN 2016
552.232-1	Payments (DEVIATION FAR 52.232-1)	NOV 2009
552.232-25	Prompt Payment (DEVIATION FAR 52.232-25)	JAN 2022
552.232-39	Unenforceability of Unauthorized Obligations (DEVIATION FAR 52.232-39)	FEB 2019
552.237-73	Restriction on Disclosure Of Information	JUN 2009

FAR, DFARS, AND GSAR CLAUSES IN FULL TEXT

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15.

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information shall within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The Contractor shall cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (JAN 2025) (DEVIATION FEB 2025).

(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 products and commercial services:

- (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 (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (5) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).
- (6) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (7) [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 products and commercial services:

- X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 4655](#)).
- X (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#))).
- (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) [52.203-17](#), Contractor Employee Whistleblower Rights (NOV 2023) ([41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR [3.900\(a\)](#).
- X 5) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- (6) [Reserved].
- X (7) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- X (8) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- X (9) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).
- X (10) [52.204-28](#), Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) ([Pub. L. 115-390](#), title II).
- X (11) (i) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) ([Pub. L. 115-390](#), title II).
- X (ii) Alternate I (DEC 2023) of [52.204-30](#).
- X (12) [52.209-6](#), Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) ([31 U.S.C. 6101 note](#)).
- X (13) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).
- (14) [Reserved]

- ___ (15) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) ([15 U.S.C. 657a](#)).
- ___ (16) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (17) [Reserved]
- ___ (18)(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](#).
- ___ (19)(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](#).
- ___ (20) [52.219-8](#), Utilization of Small Business Concerns (JAN 2025)([15 U.S.C. 637](#)(d)(2) and (3)).
- _X_ (21) (i) [52.219-9](#), Small Business Subcontracting Plan (JAN 2025) ([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](#).
- _X_ (iv) Alternate III (JUN 2020) of [52.219-9](#).
- ___ (v) Alternate IV (JAN 2025) of [52.219-9](#).
- _X_ (22) (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](#).
- _X_ (23) [52.219-14](#), Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- _X_ (24) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (25) [52.219-27](#), Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).
- _X_ (26) (i) [52.219-28](#), Postaward Small Business Program Rerepresentation (JAN 2025) (15 U.S.C. 632(a)(2)).
- _X_ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- ___ (27) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
- _X_ (28) [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 (OCT 2022) (15 U.S.C. 637(m)).
- ___ (29) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644](#)(r)).
- _X_ (30) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15 U.S.C. 637](#)(a)(17)).
- _X_ (31) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- _X_ (32) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (JAN 2025)([E.O. 13126](#)).
- ___ (33) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- ___ (34) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- ___ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- _X_ (35) (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_ (36)(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_ (37) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- _X_ (38) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- _X_ (39) (i) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (MAR 2015) of [52.222-50](#) (22 U.S.C. chapter 78 and E.O. 13627).
- _X_ (40) [52.222-54](#), Employment Eligibility Verification (JAN 2025) ([Executive Order 12989](#)). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)
- ___ (41)(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.)

- __ (42) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) ([42 U.S.C. 7671](#), *et seq.*).
- __ (43) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) ([42 U.S.C. 7671](#), *et seq.*).
- __ (44) [52.223-20](#), Aerosols (MAY 2024) ([42 U.S.C. 7671](#), *et seq.*).
- __ (45) [52.223-21](#), Foams (MAY 2024) ([42 U.S.C. 7671](#), *et seq.*).
- _X_ (46) [52.223-23](#), Sustainable Products and Services (MAY 2024) (DEVIATION FEB 2025) ([E.O. 14057](#), [7 U.S.C. 8102](#), [42 U.S.C. 6962](#), [42 U.S.C. 8259b](#), and [42 U.S.C. 7671](#)).
- _X_ (47) (i) [52.224-3](#) Privacy Training (JAN 2017) ([5 U.S.C. 552](#) a).
 __ (ii) Alternate I (JAN 2017) of [52.224-3](#).
- _X_ (48) (i) [52.225-1](#), Buy American-Supplies (OCT 2022) (41 U.S.C. chapter 83).
 __ (ii) Alternate I (OCT 2022) of [52.225-1](#).
- _X_ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) ([19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, [19 U.S.C. chapter 29](#) (sections 4501-4732), Public Law 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 [Reserved].
 __ (iii) Alternate II (JAN 2025) of [52.225-3](#).
 __ (iv) Alternate III (FEB 2024) of [52.225-3](#).
 __ (v) Alternate IV (Oct 2022) of [52.225-3](#).
- _X_ (50) [52.225-5](#), Trade Agreements (NOV 2023) ([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. Subtitle A, Part V, Subpart G 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).
- _X_ (55) [52.226-8](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) ([E.O. 13513](#)).
- _X_ (56) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).
- _X_ (57) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- _X_ (58) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (NOV 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- _X_ (59) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).
- __ (60) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- __ (61) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).
- _X_ (62) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).
- _X_ (63) [52.240-1](#), Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, [41 U.S.C. 3901](#) note prec.).
- _X_ (64) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).
- _X_ (65) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. 55305](#) and 10 U.S.C. 2631).
 __ (ii) Alternate I (APR 2003) of [52.247-64](#).
 __ (iii) Alternate II (NOV 2021) of [52.247-64](#).

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

[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 for Contractor Workers Under Executive Order 14026 (JAN 2022).

☒ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

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

☐ (10) [52.247-69](#), Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (JAN 2025) ([49 U.S.C. 40118\(g\)](#)).

(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 products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#)).

(ii) [52.203-17](#), Contractor Employee Whistleblower Rights (NOV 2023) ([41 U.S.C. 4712](#)).

(iii) [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)).

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

- (v) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (vi) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).
- (vii)(A) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) ([Pub. L. 115-390](#), title II).
- (B) Alternate I (DEC 2023) of [52.204-30](#).
- (viii) [52.219-8](#), Utilization of Small Business Concerns (SEP 2023) ([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.
- (ix) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- (x) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).
- (xi) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (xii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- (xiii) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (xiv) [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](#).
- (xv) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).
- (xvi)(A) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O 13627).
- (B) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (xvii) [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](#)).
- (xviii) [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](#)).
- (xix) [52.222-54](#), Employment Eligibility Verification (JAN 2025) ([E.O. 12989](#)).
- (xx) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (xxi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xxii)(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (JAN 2017) of [52.224-3](#).
- (xxiii) [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. Subtitle A, Part V, Subpart G Note).
- (xxiv) [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](#).
- (xxv) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).
- (xxvi) [52.240-1](#), Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, [41 U.S.C. 3901](#) note prec.).
- (xxvii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. 55305](#) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 Ordering (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 July 2024 through 31 June 2029.

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

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail.

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (JUN 2020)

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

Added value means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

Excessive pass-through charge, with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).

No or negligible value means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

Subcontract means any contract, as defined in Federal Acquisition Regulation (FAR) [2.101](#), entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor, as defined in FAR [44.101](#), means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

(b) *General.* The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.

(c) *Reporting.* Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if-

(1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) *Recovery of excessive pass-through charges.* If the Contracting Officer determines that excessive pass-through charges exist;

(1) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in FAR subpart [31.2](#); and

(2) For applicable DoD fixed-price contracts, as identified in [15.408\(n\)\(2\)\(i\)\(B\)](#), the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.

(e) *Access to records.* (1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR [52.215-2\(a\)](#)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR [52.215-2\(a\)](#)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, as defined in FAR [2.101](#) on the date of subcontract award, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in FAR [15.408\(n\)\(2\)\(i\)\(B\)\(2\)](#), that exceed the threshold for obtaining cost or pricing data in FAR [15.403-4](#) on the date of subcontract award.

(End of clause)

[52.216-19 Order Limitations \(OCT 1995\)](#)

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

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

(1) Any order for a single item or service in excess of \$400,000,000.00.

(2) Any order for a combination of items or services in excess of \$400,000,000.00; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) or services called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract in accordance with 52.216-19 and task order period of performance limits.

(End of Clause)

52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expires.

(End of clause)

52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days before the contract expires provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.224-3 Privacy Training (Jan 2017)

(a) Definition. As used in this clause, "personally identifiable information" means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training, thereafter, is completed by contractor employees who-

- (1) Have access to a system of records;
- (2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or
- (3) Design, develop, maintain, or operate a system of records (see also FAR subpart [24.3](#) and [39.105](#)).

(c)

(1) "Privacy training shall address the key elements necessary for ensuring the safeguarding of personally identifiable information or a system of records. The training shall be role-based, provide foundational as well as more advanced levels of training, and have measures in place to test the knowledge level of users. At a minimum, the privacy training shall cover-

- (i) The provisions of the Privacy Act of 1974 ([5 U.S.C. 552a](#)), including penalties for violations of the Act;
- (ii) The appropriate handling and safeguarding of personally identifiable information;
- (iii) The authorized and official use of a system of records or any other personally identifiable information;
- (iv) The restriction on the use of unauthorized equipment to create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise access personally identifiable information;
- (v) The prohibition against the unauthorized use of a system of records or unauthorized disclosure, access, handling, or use of personally identifiable information; and
- (vi) The procedures to be followed in the event of a suspected or confirmed breach of a system of records or the unauthorized disclosure, access, handling, or use of personally identifiable information (see OMB guidance for Preparing for and Responding to a Breach of Personally Identifiable Information).
- (2) Completion of an agency-developed or agency-conducted training course shall be deemed to satisfy these elements.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will-

- (1) Have access to a system of records;
- (2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or
- (3) Design, develop, maintain, or operate a system of records.

(End of clause)

52.252-2 Clauses Incorporated by Reference.

CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- FAR website: <http://www.acquisition.gov/far/>
- DFARS website: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>
- GSAM website: <https://www.acquisition.gov/?q=browsegsam>

(End of clause)

52.252-6 Authorized Deviations in Clauses (NOV 2020)

As prescribed in [52.107\(f\)](#), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

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

(End of clause)

552.216-72 Placement of Orders – Alternate I (AUG 2010)

(a) All delivery orders (orders) under this contract will be placed by the General Services Administration's Federal Acquisition Service (FAS). The Contractor is not authorized to accept orders from any other agency. Violation of this restriction may result in termination of the contract pursuant to the default clause of this contract.

(b) All orders shall be placed by Electronic Data Interchange (EDI) using the American National Standards Institute (ANSI) X12 Standard for Electronic Data Interchange (EDI) format.

(c) If the Contractor agrees, transmission will be computer-to-computer EDI. If computer-to-computer EDI is not possible, FAS will use an alternative EDI method allowing the Contractor to receive orders by facsimile transmission.

(d) When computer-to-computer EDI procedures will be used to place orders, the Contractor shall enter into a Trading Partner Agreement (TPA) with FAS in order to ensure mutual understanding by the parties of certain electronic transaction conventions and to recognize the rights and responsibilities of the parties as they apply to this method of placing orders. The TPA must identify, among other things, the third-party provider(s) through which electronic orders are placed, the transaction sets used, security procedures, and guidelines for implementation.

(End of Clause)

552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION FAR 52.252-6) (SEP 1999)

(a) Deviations to FAR clauses.

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the date of the clause if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR clause no.))" after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.

(c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

(End of clause)

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

- J.1. 47QFHA25R0017_T10_08_PRISM MATOC Attachment 1_PWS
- J.2. 47QFHA25R0017_T10_08_PRISM MATOC Attachment 2_Past Performance Questionnaire (PPQ)
- J.3. 47QFHA25R0017_T10_08_PRISM MATOC Attachment 3_Price Labor Rates Template
- J.4. 47QFHA25R0017_T10_08_PRISM MATOC Attachment 4_Modified Preaward Survey (SF 1408)
- J.5. 47QFHA25R0017_T10_08_PRISM MATOC Attachment 5_SF 33 Form
- J.6. 47QFHA25R0017_T10_08_PRISM MATOC Attachment 6_Basic Safeguarding of Covered Contractor Information Systems Questionnaire
- J.7. 47QFHA25R0017_T10_08_PRISM MATOC Attachment 7_MATOC Labor Rates Ranges
- J.8. 47QFHA25R0017_T10_08_PRISM MATOC Attachment 8_PRISM Non-Key Personnel Certification
- J.9. 47QFHA25R0017_T10_08_PRISM MATOC Exhibit 1_MATOC RFP Questions Format
- J.10. 47QFHA25R0017_T10_08_PRISM MATOC Exhibit 2_Labor Categories and Definitions
- J.11. 47QFHA25R0017_T10_08_PRISM MATOC Exhibit 3_Subcontracting Plan Template
- J.12. 47QFHA25R0017_T10_08_PRISM MATOC Exhibit 4_Sample SB Participation-Plan-Template
- J.13. 47QFHA25R0017_T10_08_PRISM MATOC Exhibit 5_AFARS Example SB Participation Plan

(END OF SECTION J)

PART IV – REPRESENTATIONS AND INSTRUCTIONS**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

FAR	TITLE	DATE
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2007
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation	JAN 2017
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls	Oct 2016

The Offeror **shall** fill out the following Representations and Certifications with their proposal submission.

52.203-2 Certificate of Independent Price Determination (JUN 2020)

(a) The offeror certifies that-

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

(i) Those prices.

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

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

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

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

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

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

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

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

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

(End of provision)

52.204-8 Annual Representations and Certifications (JAN 2025) (DEVIATION FEB 2025)

Annual Representations and Certifications (Mar 2023)

(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS Codes and Size Standards at the beginning of section K.

(2) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce, (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold.

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold.

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) ☐ Paragraph (d) applies.

(ii) ☐ Paragraph (d) does not apply, and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in part 13.

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns.

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I apply to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

 X (i) 52.204-17, Ownership or Control of Offeror.

X (ii) 52.204-20, Predecessor of Offeror.

__ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

X (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

__ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

__ (vii) 52.227-6, Royalty Information.

(End of provision)

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

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

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

(a) Definitions. As used in this provision—

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

(b) Prohibition.

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

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or

extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

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

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

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

(d) Representation. The Offeror represents that—

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

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

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

(e) Disclosures.

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

52.204-26 Covered Telecommunications Equipment or Services – Representation (OCT 2020)

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

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

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

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

(End of provision)

52.209-6 Information Regarding Responsibility Matters (OCT 2018)

(a) Definitions. As used in this provision—

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes

administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.209-13 Violation of Arms Control Treaties or Agreements – Certification (NOV 2021)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

___ (1) The Offeror certifies that—

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

___ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services (MAY 2024) (Deviation FEB 2025)

OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2024)

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](#), and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#). It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sensitive technology—

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

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

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

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

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern—

(1)(i) Not less than 51 percent of which is owned and controlled 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; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart [19.14](#)).

(3) *Service-disabled veteran*, as used in this definition, 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), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, 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 124.1001, 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 the threshold at 13 CFR 124.104(c)(2) 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 and controlled 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

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

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

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

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with [13 CFR part 127](#)), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#).

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

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

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

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

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

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000](#)(b)(1)(ii). Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not a small business concern; or

(ii) It ☐ is, ☐ is not a small business joint venture that complies with the requirements of [13 CFR 121.103\(h\)](#) and [13 CFR 125.8\(a\)](#) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(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)*SDVOSB 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 that it ☐ is, ☐ is not an SDVOSB concern.

(4)*SDVOSB concern joint venture eligible under the SDVOSB Program.* The offeror represents that it ☐ is, ☐ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(5)*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 124.1001](#).

(6)*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.

(7)*WOSB joint venture eligible under the WOSB Program.* The offeror represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through [\(c\)](#). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(8)*Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through [\(c\)](#). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9)*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.

(10)*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: _____

(11)*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, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see [13 CFR 126.200\(e\)\(1\)](#)); and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of [13 CFR 126.616\(a\)](#) through [\(c\)](#). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.] Each

HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Representations required to implement provisions of Executive Order 12465- (1) Previous contracts and compliance. The offeror represents that-

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

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

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

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

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

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

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

(1)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(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. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2)Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]

(3)Domestic end products containing a critical component:

Line Item No. ____

[List as necessary]

(4)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 and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

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

(ii)The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, 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 Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or *Israeli End Products*:

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

[List as necessary]

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

(g)(1)(i)(B) The terms “Korean end product”, “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

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

Korean End Products or Israeli End Products:

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

[List as necessary]

(4)*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)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4)*Type of organization*.

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

(5) *Common parent.*

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

Name _____.

TIN _____.

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

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

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

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

- (o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*
(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2\(a\)\(2\)](#) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

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

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

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

(2)The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: _____.

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

(s) [Reserved].

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

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

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

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

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

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

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not

permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

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

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

(2)The Offeror represents that—

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

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

(End of Provision)

52.219-31 Notice of Small Business Reserve (MAR 2020)

(a) This solicitation contains a reserve for one or more small business concerns identified at [19.000](#)(a)(3). The small business program eligibility requirements apply.

(b) The small business concern(s) eligible for participation in the reserve shall submit one offer that addresses each portion of the solicitation for which it wants to compete. Award of the contract will be based on criteria identified elsewhere in the solicitation.

(End of provision)

52.230-1 Cost Accounting Standards Notices and Certification (JUN 2020)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) ☐ Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) ☐ Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) ☐ Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) ☐ Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to

the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ Yes ☐ No

(End of Provision)

52.230-7 Proposal Disclosure—Cost Accounting Practice Changes (APR 2005)

Proposal Disclosure-Cost Accounting Practice Changes (Apr 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the offeror checked "Yes" above, the offeror shall-

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

“System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in GSA solicitations.

Examples include:

- FAR 52.222-25, Affirmative Action Compliance, and
- FAR 52.212-3(d), Offeror Representations and Certifications—Commercial Products and Commercial Services.

Contracting officers will neither consider the representations when making award decisions nor enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.”

[252.204-7007 Alternate A, Annual Representations and Certifications \(MAY 2021\)](#)

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (e) applies.

☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services—Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services—Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)—Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

☒ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

☐ (ii) 252.225-7000, Buy American—Balance of Payments Program Certificate.

☐ (iii) 252.225-7020, Trade Agreements Certificate.

☐ Use with Alternate I.

☐ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

☐ (v) 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate.

☐ Use with Alternate I.

☐ Use with Alternate II.

☐ Use with Alternate III.

☐ Use with Alternate IV.

☐ Use with Alternate V.

☐ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

☒ (vii) 252.232-7015, Performance-Based Payments—Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. 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 located in the SAM database.

(End of provision)

252.204-7016 Covered Defense Telecommunications Equipment or Services—Representation (DEC 2019)

(a) Definitions. As used in this provision, “covered defense telecommunications equipment or services” has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

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

(c) Representation. The Offeror represents that it ☐ does, ☐ does not provide covered defense 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.

(End of provision)

252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at [252.204-7016](#), Covered Defense Telecommunications Equipment or Services—Representation, that it “does not provide covered defense 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.”

Definitions. “Covered defense telecommunications equipment or services,” “covered mission,” “critical technology,” and “substantial or essential component,” as used in this provision, have the meanings given in the [252.204-7018](#) clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at [252.204-7016](#), Covered Defense Telecommunications Equipment or Services—Representation, that it “does” provide covered defense 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, then the Offeror shall complete the following additional representation:

The Offeror represents that it ☐ will ☐ will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

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

An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

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

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

(End of provision)

252.239-7009 Representation of Use of Cloud Computing (SEP 2015)

(a) Definition. "Cloud computing," as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

(b) The Offeror shall indicate by checking the appropriate blank in paragraph (c) of this provision whether the use of cloud computing is anticipated under the resultant contract.

(c) Representation. The Offeror represents that it—

☐ Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

(END OF SECTION K)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**L.1. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

- FAR website: <http://www.acquisition.gov/far/>
- DFARS website: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>
- GSAM website: <https://www.acquisition.gov/?q=browsegsam>

FAR	TITLE	DATE
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line-Item Proposal	JAN 2017
52.207-6	Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts)	DEC 2022
52.215-1	Instructions to Offerors – Competitive Acquisition	NOV 2021
52.215-1 Alt I	Instructions to Offerors – Competitive Acquisition – Alt I	OCT 1997
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	NOV. 2021
52.215-20 Alt III	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	OCT 1997
52.222-46	Evaluation of Compensation for Professional Employees	FEB 1993
52.222-56	Certification Regarding Trafficking in Persons Compliance Plans	OCT 2020
52.237-1	Site Visit	APR 1984
52.237-10	Identification of Uncompensated Overtime	MAR 2015
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7024	Notice on the use of the Supplier Performance Risk System (MAR 2023)	MAR 2023
252.209-7008	Notice of Prohibition Relating to Organizational Conflict of Interest—Major Defense Acquisition Program	DEC 2010
252.215-7012	Requirements for Submission of Proposals via Electronic Media	JAN 2018
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors	JAN 2023
252.237-7024	Notice of Continuation of Essential Contractor Services	OCT 2010
252.237-7025	Preaward Transparency Requirements for Firms Offering to Support Department of Defense Audits—Representation and Disclosure	OCT 2022
252.239-7017	Notice of Supply Chain Risk	DEC 2022
252.239-7098	Prohibition on Contracting to Maintain or Establish a Computer Network Unless Such Network is Designed to Block Access to Certain Websites - Representation (DEVIATION 2021-O0003)	APR 2021

L.2. FAR, DFARS, AND GSAR PROVISIONS

The following FAR, DFARS, and GSAR provisions are applicable to this solicitation and are provided in full text.

52.204-7 System for Award Management (OCT 2018)

System for Award Management (Oct 2018)

(a) Definitions. As used in this provision—

"Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM.

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)

(1) An Offeror is required to be registered in SAM when submitting an offer or quotation and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The Contracting Officer will use the unique entity identifier to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company physical street address, city, state, and Zip Code.

(4) Company mailing address, city, state, and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

(End of provision)

52.215-22 – Limitations on Pass-Through Charges—Identification of Subcontract Effort (OCT 2009)

(a) Definitions. Added value, excessive pass-through charge, subcontract, and subcontractor, as used in this provision, are defined in the clause of this solicitation entitled "Limitations on Pass-Through Charges" (FAR 52.215-23).

(b) General. The offeror's proposal shall exclude excessive pass-through charges.

(c) Performance of work by the Contractor or a subcontractor.

(1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal-

(i) The amount of the offeror's indirect costs and profit/fee applicable to the work to be performed by the subcontractor(s); and

(ii) A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal-

(i) The amount of the subcontractor's indirect costs and profit/fee applicable to the work to be performed by the lower-tier subcontractor(s); and

(ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(End of provision)

52.216-1 – Type of Contract (APR 1984)

The Government contemplates awarding a Firm-Fixed Price (FFP), Cost, and Cost Plus Fixed-Fee (CPFF) hybrid contract resulting from this solicitation.

(End of provision)

52.216-28 – Multiple Awards for Advisory and Assistance Services (OCT 1995)

The Government intends to award multiple contracts for the same or similar advisory and assistance services to two or more sources under this solicitation.

Advisory and assistance services mean those services provided under contract by nongovernmental sources to support or improve organizational policy development; decision-making; management and administration; program and/or project management and administration; or R&D activities. It can also mean the furnishing of professional advice or assistance rendered to improve the effectiveness of Federal management processes or procedures (including those of an engineering and technical nature). In rendering the foregoing services, outputs may take the form of information, advice, opinions, alternatives, analyses, evaluations, recommendations, training, and the day-to-day aid of support personnel needed for the successful performance of ongoing Federal operations. All advisory and assistance services are classified in one of the following definitional subdivisions:

(1) Management and professional support services, i.e., contractual services that provide assistance, advice or training for the efficient and effective management and operation of organizations, activities (including management and support services for R&D activities), or systems. These services are normally closely related to the basic responsibilities and mission of the agency originating the requirement for the acquisition of services by contract. Included are efforts that support or contribute to improved organization of program management, logistics management, project monitoring and reporting, data collection, budgeting, accounting, performance auditing, and administrative technical support for conferences and training programs.

(2) Studies, analyses, and evaluations, i.e., contracted services that provide organized, analytical assessments/evaluations in support of policy development, decision-making, management, or administration. Included are studies in support of R&D activities. Also included are acquisitions of models, methodologies, and related software supporting studies, analyses, or evaluations.

(3) Engineering and technical services, i.e., contractual services used to support the program office during the acquisition cycle by providing such services as systems engineering and technical direction (see 9.505-1(b)) to ensure the effective operation and maintenance of a weapon system or major system as defined in OMB Circular No. A-109 or to provide direct support of a weapon system that is essential to research, development, production, operation, or maintenance of the system.

(End of provision)

52.233-2 - Service of Protest (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, which are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

General Services Administration Federal Acquisition Service Assisted Acquisition Services
Attn: Robert Johnson (Contracting Officer) 2300 Main Street 7th Floor, Kansas City, MO 64108

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

(End of provision)

52.252-5 Authorized Deviations in Provisions (Nov 2020)

As prescribed in 52.107(e), insert the following provision in solicitations that include any FAR or supplemental provision with an authorized deviation. Whenever any FAR or supplemental provision is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the provision when

it is used without deviation, include regulation name for any supplemental provision, except that the contracting officer shall insert "(DEVIATION)" after the date of the provision.

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

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

(End of provision)

252.215-7010 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (JAN 2023)

(a) Definitions. As used in this provision—

“Market prices” means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

“Non-Government sales” means sales of the supplies or services to non-Governmental entities for purposes other than governmental purposes.

“Relevant sales data” means information provided by an offeror on sales of the same or similar items that can be used to establish price reasonableness taking into consideration the age, volume, and nature of the transactions (including any related discounts, refunds, rebates, offsets, or other adjustments).

“Sufficient non-Government sales” means relevant sales data that reflects market pricing and contains enough information to make adjustments covered by FAR 15.404-1(b)(2)(ii)(B).

“Uncertified cost data” means the subset of “data other than certified cost or pricing data” (see FAR 2.101) that relates to cost.

(b) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, the Offeror may submit a written request for exception by submitting the information described in paragraphs (b)(1)(i) and (ii) of this provision. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted and whether the price is fair and reasonable.

(i) Exception for prices set by law or regulation - Identification of the law or regulation establishing the prices offered. If the prices are controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial product or commercial service exception. For a commercial product or commercial service exception, the Offeror shall submit, at a minimum, information that is adequate for evaluating the reasonableness of the price for this acquisition, including prices at which the same product or service or similar products or services have been sold in the commercial market. Such information shall include—

(A) For items previously determined to be commercial, the contract number and military department, defense agency, or other DoD component that rendered such determination, and if available, a Government point of contact.

(B) For items priced based on a catalog—

(1) A copy of or identification of the Offeror’s current catalog showing the price for that item; and

(2) If the catalog pricing provided with this proposal is not consistent with all relevant sales data, a detailed description of differences or inconsistencies between or among the relevant sales data, the proposed price, and the catalog price (including any related discounts, refunds, rebates, offsets, or other adjustments).

(C) For items priced based on market pricing, a description of the nature of the commercial market, the methodology used to establish a market price, and all relevant sales data. The description shall be adequate to permit DoD to verify the accuracy of the description.

(D) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item; or

(E) For items provided by nontraditional defense contractors, a statement that the entity is not currently performing and has not performed, for at least the 1-year period preceding the solicitation of sources by DoD for the procurement or transaction, any contract or subcontract for DoD that is subject to full coverage under the cost accounting standards prescribed pursuant to 41 U.S.C. 1502 and the regulations implementing such section.

(2) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and to determine the reasonableness of price.

(c) Requirements for certified cost or pricing data. If the Offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Offeror shall prepare and submit certified cost or pricing data and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in any resultant contract, unless the Contracting Officer and the Offeror agree to a different format and change this provision to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the Offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(3) The Offeror is responsible for determining whether a subcontractor qualifies for an exception from the requirement for submission of certified cost or pricing data on the basis of adequate price competition, i.e., two or more responsible offerors, competing independently, submit priced offers that satisfy the Government's expressed requirement in accordance with FAR 15.403-1(c)(1)(ii).

(d) Requirements for data other than certified cost or pricing data.

(1) Data other than certified cost or pricing data submitted in accordance with this provision shall include the minimum information necessary to permit a determination that the proposed price is fair and reasonable, to include the requirements in DFARS 215.402(a)(i) and 215.404-1(b).

(2) In cases in which uncertified cost data is required, the information shall be provided in the form in which it is regularly maintained by the Offeror or prospective subcontractor in its business operations.

(3) Within 10 days of a written request from the Contracting Officer for additional information to permit an adequate evaluation of the proposed price in accordance with FAR 15.403-3, the Offeror shall provide either the requested information, or a written explanation for the inability to fully comply.

(4) Subcontract price evaluation. (i) Offerors shall obtain from subcontractors the minimum information necessary to support a determination of price reasonableness, as described in FAR part 15 and DFARS part 215.

(ii) No cost data may be required from a prospective subcontractor in any case in which there are sufficient non-Government sales of the same item to establish reasonableness of price.

(iii) If the Offeror relies on relevant sales data for similar items to determine the price is reasonable, the Offeror shall obtain only that technical information necessary -

(A) To support the conclusion that items are technically similar; and

(B) To explain any technical differences that account for variances between the proposed prices and the sales data presented.

(e) Subcontracts. The Offeror shall insert the substance of this provision, including this paragraph (e), in subcontracts exceeding the simplified acquisition threshold defined in FAR part 2. The Offeror shall require prospective subcontractors to adhere to the requirements of -

(1) Paragraphs (c) and (d) of this provision for subcontracts above the threshold for submission of certified cost or pricing data in FAR 15.403-4; and

(2) Paragraph (d) of this provision for subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

252.215-7016 Notification to Offerors – Postaward Debriefings (DEC 2022)

(a) Definition. As used in this provision—

" Nontraditional defense contractor " means an entity that is not currently performing and has not performed any contract or subcontract for DoD that is subject to full coverage under the cost accounting standards prescribed pursuant to 41 U.S.C. 1502 and the regulations implementing such section, for at least the 1-year period preceding the solicitation of sources by DoD for the procurement (10 U.S.C. 3014).

(b) Postaward debriefing.

(1) Upon timely request, the Government will provide a written or oral postaward debriefing to successful or unsuccessful offerors for contract awards valued at \$10 million or more, while protecting the confidential and proprietary information of other offerors. The request is considered timely if received within 3 days of notification of contract award.

(2) When required, the minimum postaward debriefing information will include the following:

(i) For contracts in excess of \$10 million and not in excess of \$100 million with a small business or nontraditional defense contractor, an option for the small business or nontraditional defense contractor to request disclosure of the agency's written source selection decision document, redacted to protect the confidential and proprietary information of other offerors for the contract award.

(ii) For contracts in excess of \$100 million, disclosure of the agency's written source selection decision document, redacted to protect the confidential and proprietary information of other offerors for the contract award.

(3) If a required postaward debriefing is provided—

(i) The debriefed Offeror may submit additional written questions related to the debriefing not later than 2 business days after the date of the debriefing.

(ii) The agency will respond in writing to timely submitted additional questions within 5 business days after receipt by the contracting officer; and

(iii) The postaward debriefing will not be considered to be concluded until the later of—

(A) The date that the postaward debriefing is delivered, orally or in writing; or

(B) If additional written questions related to the debriefing are timely received, the date the agency delivers its written response.

(c) Contract performance. The Government may suspend performance of or terminate the awarded contract upon notice from the Government Accountability Office of a protest filed within the time periods listed in paragraphs (c)(1) through (3) of this provision, whichever is later:

(1) Within 10 days after the date of contract award.

(2) Within 5 days after a debriefing date offered to the protestor under a timely debriefing request in accordance with Federal Acquisition Regulation (FAR) 15.506 unless an earlier debriefing date is negotiated as a result.

(3) Within 5 days after a postaward debriefing under FAR 15.506 is concluded in accordance with Defense Federal Acquisition Regulation Supplement 215.506-70(b). After the second round of debriefing questions, if any, debriefing will end upon the response from the government.

(End of provision)

L.3. IN-DEPTH FEEDBACK THROUGH OPEN REPORTING METHODS (INFORM) PROCESS

Solicitations under this MATOC may be a part of GSA's post award communication process called INFORM. The process is designed to enhance the quality and usefulness of **post-award** communications by providing greater transparency and openness into the procurement process. INFORM seeks to increase GSA-industry communication by providing clearer and more complete information to explain the award decision.

Through the INFORM process, GSA will seek to share additional information with offerors in writing and/or through an oral feedback meeting² that is not required by statute or regulation. For Part 15 including mandatory debriefs and Part 16, and in addition to any information required by FAR 15.503 and 15.506, GSA is providing each offeror with the opportunity to participate in the INFORM process as further discussed below.

Detailed Description of the INFORM Process

A. Component 1 - Notification of Award

After award and in accordance with any post-award notification timeframes required by regulation (i.e., FAR Parts 15.503(b) and 16.505(b)(6)), the contracting officer will issue written notices to the successful and unsuccessful offerors (the Notification Letter and Evaluation Statement (NLES)). The notices will contain:

- All information required by statute or regulation.
- An unredacted copy of the complete technical evaluation for that particular offeror that includes a full description of the unsuccessful offeror's strengths, weaknesses, risks, and deficiencies.
- An overall technical evaluation summary for that particular offeror and the successful offeror that includes evaluated price; overall technical ranking, rating, or score.

B. Component 2 - Request for Oral Feedback Meeting or Written Questions

Within three business days after receipt of the NLES, an offeror may, but is not required to:

- Submit a written request to the contracting officer for an oral feedback meeting.

² The oral feedback meeting may be held in person or via an electronic means.

- Submit a list of written questions to the contracting officer; or
- Take no further action.

If the offeror timely elects to request an oral feedback meeting or submit a list of written questions, GSA will consider any such request to constitute a required debriefing pursuant to FAR 15.506. If an offeror does not request an oral feedback meeting or submit a list of written questions within the three-day time period, the receipt of the NLES concludes the INFORM process and satisfies the FAR requirement for debriefs pursuant to FAR 15.506.

If the offeror submits a list of written questions in lieu of the oral feedback meeting, the contracting officer will attempt to respond within five business days of receipt of the written questions. Unless otherwise stated, the contracting officer's response to the written questions will conclude the INFORM process and any corresponding post-award debriefing as further set forth at FAR 15.506.

If the offeror requests an oral feedback meeting, the offeror should provide the following information:

- Primary point of contact.
- List of participants with titles (e.g., Senior Vice President).
- List of topics to assist GSA better prepare for the oral feedback meeting; and
- Preference for in-person, telephone, or web-based conferencing (if available).

C. Component 3 - Oral Feedback Meeting

During the oral feedback meeting, GSA's objectives are to provide:

- Reasonable responses to written questions submitted by the offeror.
- Explanations for the evaluation conclusions and contract award decisions.
- Any additional information about the fairness and impartiality of the evaluation and why the award decision was rational.
- Reasonable responses to additional questions raised during the meeting.
- Additional transparency into the underlying competition process; and,
- A greater understanding of the evaluation and award process.

GSA will not provide any information that is prohibited by law or regulation.

D. Component 4 - Post Oral Feedback Meeting Questions

Within two business days after the conclusion of the oral feedback meeting, the offeror may submit a list of written questions to the contracting officer. The contracting officer will provide a written response within five business days and, unless otherwise noted by the contracting officer, the INFORM process and any corresponding post-award debriefing as further set forth at FAR 15.506 will have concluded.

If the offeror elects not to submit a list of written questions within two days after the oral feedback meeting, the INFORM process and any corresponding post-award debriefing as further set forth at FAR 15.506 is concluded.

L.4. PROPOSAL SUBMISSION INSTRUCTIONS

L.4.1. POINTS OF CONTACT

Offerors must submit all Technical and Price proposals to the PRISM Email account at PRISM@gsa.gov. Offerors must CC the POCs as noted below:

- PRISM MDoDS Pool:

- a. Robert Johnson - Robert.f.johnson@gsa.gov; (913) 271-2291; and Katie Doll - Katie.doll@gsa.gov; (816) 823-1939; Leeona Bowie-Gregory - Leeona.bowie-gregory@gsa.gov; (863) 330-0364; Adrienne Davis - Adrienne.davis@gsa.gov; (470) 825-4678, Renee Faller - Renee.faller@gsa.gov; (660) 441-6829.

The following instructions are for the preparation and submission of proposals. The purpose of this section is to establish requirements for the format and content of proposals so that proposals contain all essential information and can be evaluated equitably.

Offerors are instructed to read the entire solicitation document, including all the attachments in Section J, prior to submitting questions and preparing your offer. Omission of any information to the proposal submission requirements may result in rejection of the offer.

A Small Business On-ramping for the MATOC (MDoDS Pool) will result from this solicitation.

All information within the page limitations of the proposal is subject to evaluation. The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this solicitation. **Proposal submissions shall not be locked, encrypted, or otherwise contain barriers to opening. It is the sole responsibility of the Offeror to ensure that the electronic files submitted are virus free and can be opened and read by the Government.**

Offerors are prohibited from modifying, in any way, shape, or form, any documents, printed or electronic, associated with this solicitation and any amendment(s) thereto (other than the attachments needed for proposal submission). The electronic solicitation documents, as posted on <http://www.SAM.gov>, shall be the "official" documents for this solicitation.

All documents provided by the offeror shall be labeled as **CUI//SP-SSEL//FEDCON** in the top of the proposal cover page and first page of each proposal volume and CUI must be included in the file name. For more information pertaining to CUI please visit <https://www.archives.gov/cui>.

Please Note: Encryption and password protection is not required for proposal submissions with CUI. The job aid referenced and the GSA order regarding the submission of CUI via encrypted applies to Government employees and contractor employees where there is a contractual obligation to comply. Since there is not an agreement in place, and we are only in the solicitation phase, there is not an obligation on the prospective bidders to comply with the encryption requirements of CUI guidelines in response to proposals. The CUI banner markings are to ensure that Government employees adequately handle the information after the receipt of the documents.

The Government will not reimburse Offerors for any cost incurred for the preparation and submission of a proposal in response to this solicitation. All proposal information is subject to verification by the Government. Falsification of any proposal submission, documents, or statements may subject the Offeror to civil or criminal prosecution under Section 1001 of Title 18 of the United States Code.

L.4.2. ASSIST Registration

Assisted Services Shared Information System (ASSIST): All offerors must be registered in ASSIST in order to be eligible for a Contract Award. Here is the link for a tutorial on using ASSIST <https://assist.gsa.gov/cm/cm-slider/index-contractor.html#collapseThree> and also a link to register <https://assist.gsa.gov/assist-web/registration/contractor/search>. Offerors must be registered in ASSIST within ten (10) days of submitting a proposal in response to this solicitation. Failure to register in ASSIST may result in your proposal being considered non-responsive.

L.4.3. Official Legal Bidding Entity

All the evaluation elements that an Offeror is submitting a proposal for and taking credit for in accordance with Volumes 1 through 6, must be in the Offeror's name as submitted in Block 15A on the Standard Form (SF) 33, Solicitation, Offer and Award, with a corresponding CAGE Code and UEI Number in the CCR and/or SAM.GOV that matches the Offeror name on the SF 33, Block 15A.

L.4.4. Mergers, Acquisitions, Novation, and Change-of-Name Agreements

By the closing date of this solicitation, if a Contractor has acquired another company, the Contractor may claim credit for the relevant experience projects, past performance, systems, and certifications of the acquired company, if applicable.

For example, Company XYZ performed a relevant experience project under their Subsidiary, ABC Inc. under Contract Number 12345. Company XYZ sells ABC Inc. to BLANCO Company and BLANCO Company novates Contract Number 12345. BLANCO Company is the only company that can claim credit for the relevant experience project under Contract Number 12345. Company XYZ cannot claim credit for the relevant experience project under Contract Number 12345. This example applies to all of the evaluation elements in Section M under this solicitation.

L.4.5. Inverted Domestic Corporations

Inverted Domestic Corporations are not eligible for award under this solicitation.

"Inverted Domestic Corporation", as defined in FAR 52.209-10, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

L.4.6. Proposal Due Date

Proposal Due Date – Proposals shall be submitted no later than **20 August 2025 at 5:00 pm, Central**. Offerors are notified that the Government will not reimburse costs incurred for Proposal preparation, to include potential pre-award site visits.

L.4.7. Solicitation Questions

The PRISM team is the sole point of contact for all questions under this solicitation. Offerors shall address all questions via e-mail to the PRISM CO at Robert.f.johnson@gsa.gov, Leeona.bowie-gregory@gsa.gov

Adrienne.davis@gsa.gov, Renee.faller@gsa.gov, and prism@gsa.gov. Telephonic inquiries will not be accepted. The Offeror must include the company name and solicitation number in the subject line of the email. Please use Exhibit 1 as a template for your questions. The question(s) must include the page number, section number, and paragraph number that pertains to the Offeror's question(s).

Questions not submitted to the email addresses above will not be answered. Questions can be emailed any time after the solicitation is posted at <http://www.sam.gov>; however, all questions must be received via email to the email addresses above no later than **28 July 2025, 12:00 pm, Central**.

Questions will be answered under an amendment to the solicitation posted at <http://www.sam.gov> prior to the solicitation closing date. Questions received after the above day and time will only be answered at the discretion of the PRISM CO by amendment to the solicitation posted at <http://www.sam.gov> prior to the solicitation closing date.

Acknowledgement of receipt of questions may or may not be made. Please thoroughly review the entire solicitation, including all the attachments in Section J, prior to submitting questions.

L.5. PROPOSAL FORMAT

The Offeror's proposal shall be formatted into Six (6) separate Volumes by Volume Number and Title as follows:

- MATOC Volume 1 – General
 - Tab A: Cover Letter
 - Tab B: Exceptions/Assumptions
 - Tab C: Uncompensated Overtime Policy
 - Tab D: Professional Employee Compensation Plan
- MATOC Volume 2 – Responsibility
 - Tab A: Section K – Representations, Certifications
 - Tab B: Existing Joint Venture or Partnership, if applicable
 - Tab C: Financial Resources
 - Tab D: Cyber-Supply Chain Risk **Basic Safeguarding Questionnaire**
- MATOC Volume 3 – Technical Proposal:
 - Tab A: Technical Approach,
 - Tab B: Key Personnel
 - Tab C: Corporate Experience
 - Tab D: Small Business Participation Plan
- MATOC Volume 4 – Past Performance
- MATOC Volume 5 – Systems, Certifications, and Clearances
 - Tab A: Acceptable Accounting System
 - Tab B: Acceptable Estimating System
 - Tab C: Forward Pricing Rate Agreements, Forward Pricing Rate Recommendations, and Documentation of Approved Billing Rates
 - Tab D: Approved Purchasing System
 - Tab E: Teaming Commitment Letters
 - Tab F: Security Clearances for Key Personnel
 - Tab G: Facility Clearance
- MATOC Volume 6 – Cost/Price
 - Tab A: MATOC Pricing/SF 33

Offerors shall include all Six (6) volumes of proposal documents (per pool) via email to the acquisition team. See Proposal Table Format below. No paper version of your proposal shall be submitted.

It is the sole responsibility of the Offeror to ensure that the electronic files submitted are virus free and can be opened and read by the government. Proposal submissions shall not be locked, encrypted, or otherwise contain barriers to opening.

Offerors must adhere to the Volume Numbers, Format and/or Templates, File Naming, and Page Limitations (if any) as outlined here in Section L. If Page Limitations are exceeded where expressed, the excess pages will not be evaluated.

All proposal documents shall be in Adobe (.pdf) format, except for the Cost/Price Templates which shall be in Microsoft Office Excel - 2007 or newer versions such as Excel Microsoft 365 (.xlsx) format.

L.6. MATOC VOLUME 1 – GENERAL (No Page Limit)

Formatting Guidelines: The non-price portion shall be organized and submitted in an 8½-in X 11-in format using 12-point Times New Roman type and 1-in margins. Offeror's name, solicitation number, required Controlled Unclassified Information [CUI] labeling, page number, disclosure language, headers, and footers may fall outside of 1-in margin using 10-point Times New Roman type. Use of graphics must be minimized. Text within tables, graphics, may be smaller, if necessary, but must be legible and readable when printed. Proposals shall include a Table of Contents consistent with L.4 with the page limits as specified. Pages or written material exceeding the number specified will not be considered in the evaluation by the Government. Title pages and table of contents are excluded from the page count. If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.

Offeror is responsible for submitting complete responses to reach the Government office designated by the time specified in this solicitation. **A complete response includes all electronic volumes as required by this solicitation.** Any response received after the date/time specified for receipt of offers is "late" and will be excluded, unless determined otherwise by the PRISM CO. It is the responsibility of the offeror to ensure your response is received in a timely manner. Email file attachment restrictions are limited to 50MB per email.

To be eligible for award, the Offeror must adhere to the directions and submit the following information under MATOC Volume 1 – General. This Volume SHALL NOT INCLUDE TECHNICAL OR PRICING INFORMATION. The General Volume shall contain the following information:

TAB A – Cover Letter: A summary letter shall provide the following:

1. The offeror shall provide the name and title of the primary point of contact (POC), telephone number, address, email, UEI, CAGE Code.
2. Identify those individuals authorized to negotiate with the Government, and the main point of contact after award of a contract.
3. Offeror's written submissions regarding an actual or potential Organizational Conflict of Interest (OCI). This contract effort has potential for an OCI as identified in FAR 9.5 and DFARS 209.5. The Contractor is expected to not engage in any activity that could cause an OCI with the Contractor's position under this contract, impair the Contractor's ability to render unbiased advice and recommendations, or place the Contractor in the position of having an unfair competitive advantage because of the knowledge, information, and experience gained during the performance of this contract. After reviewing FAR 9.5 and DFARS 209.5 in their entirety, if the Contractor determines their company, including Subcontractors and Consultants, has an actual or potential OCI, the offeror's written submissions regarding an actual or potential OCI shall be submitted as part of the proposal. The written submissions shall include a proposed mitigation plan for review and possible incorporation into the contract. If the Government determines an OCI cannot be avoided, neutralized, or mitigated, the Offeror may be excluded from consideration for award.
4. A list of the proposal package contents.
5. Identification of the Pool (MDoDS Pool) that the offeror is seeking a base contract award, in accordance with the below naming convention. If the offeror is seeking a base contract for the MDoDS Pool, the offeror must

provide a proposal and cover letter for the MATOC Pool (total 1 Proposal and 1 Cover Letter), in accordance with the below naming convention.

TAB B – Exceptions/Assumptions (if applicable): Identification and explanation of any exceptions or deviations. Additionally, any assumptions used in the proposal preparation must be identified.

TAB C - Uncompensated Overtime Policy (10 Page Limit)

“Uncompensated overtime” means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

Task Orders may be subject to FAR 52.237-10, Identification of Uncompensated Overtime when services to be required are based on the number of hours to be provided.

For the PRISM MATOC, the Offeror shall submit their policy for addressing uncompensated overtime consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours in preparation of future task order requirements under this contract. The uncompensated overtime policy will be incorporated by reference into any resulting PRISM MATOC.

TAB D – Professional Employee Compensation Plan (20 Page Limit)

For purposes of the evaluation, the proposed Professional Employee Compensation Plan submitted is treated on a **Acceptable/Unacceptable** rated basis and as an **offer factor** that will result in contractual promises that will be incorporated by reference into any resulting Master Contract.

The Offeror shall submit a Professional Employee Compensation Plan in a single PDF file format that addresses the Offeror’s methodology for determining salaries and fringe benefits for their professional employees in preparation of future Task Order requirements under the Base Contract.

Task orders under this contract may be subject to FAR 52.222-46, Evaluation of Compensation for Professional Employees. The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories may impair the Contractor’s ability to attract and retain competent professional service employees or may be viewed as evidence of failure to comprehend the complexity of future Task Order requirements.

L.6.1. Technical and Price Proposal Submissions

Offerors are only required to submit technical and price proposals for the MDoDS Pool to seek a Base Contract award. Therefore, the following instructions are provided –

- **MDoDS Submission:** If the offeror is seeking a base contract for the MDoDS Pool, the following must be submitted:
 1. Factor 1 Technical Approach
 - a. Subfactor 1 MATOC Management Approach
 - b. Subfactor 2 [N/A]
 - c. Subfactor 3 Management Approach to Critical Functional Areas of the MDoDS Pool
 - d. Subfactor 4 Small Business Participation
 2. Factor 2 Key Personnel
 - a. MATOC Key Personnel
 - b. MDoDS Pool Key Personnel
 3. Factor 3 Corporate Experience
 - a. MDoDS Pool Corporate Experience

- i. MDoDS Sustainment
 - ii. MDoDS Modernization
 - iii. MDoDS Life Cycle Support
- 4. Factor 4 Past Performance
- 5. Factor 5 Systems, Certifications, and Clearances
- 6. Factor 6 COST/PRICE
 - a. MATOC Labor Rates

- **MDoDS Submissions:** If the offeror is seeking base contracts for MDoDS Pool, the MDoDS Submission above is required!

L.6.2. Naming Convention

Prime Contractor Naming: Prime Contractors must name all documents submitted according to the following naming convention:

➤ **MDoDS Pool:**

- 47QFHA25R0017_T10_08_PRISM_VOLUME 1 GENERAL_PRIME CO. NAME_MDoDS POOL_CUI
- 47QFHA25R0017_T10_08_PRISM_VOLUME 2 RESPONSIBILITY_PRIME CO. NAME_MDoDS POOL_CUI
- 47QFHA25R0017_T10_08_PRISM_VOLUME 3 TECHNICAL_PRIME CO. NAME_MDoDS POOL_CUI
- 47QFHA25R0017_T10_08_PRISM_VOLUME 4 PAST PERFORM_PRIME CO. NAME_MDoDS POOL_CUI
- 47QFHA25R0017_T10_08_PRISM_VOLUME 5 CERTS_PRIME CO. NAME_MDoDS POOL_CUI
- 47QFHA25R0017_T10_08_PRISM_VOLUME 6 COST-PRICE_PRIME CO. NAME_MDoDS POOL_CUI

Teaming Subcontractor Naming: Teaming subcontractors are allowed to submit proprietary pricing information directly to PRISM POCs listed above in L.6. Teaming subcontractors must name all documents submitted according to the following naming convention: 47QFHA25R0017_T10_08_PRISM_VOLUME 6 COST-PRICE_PRIME CO. NAME_MDoDS POOL_SUB NAME_CUI

L.7. MATOC VOLUME 2 RESPONSIBILITY (No Page Limit)

To be eligible for award, the Offeror must follow the directions and submit the following information under MATOC Volume 2. In accordance with FAR Part 9, Offerors that are not deemed responsible will not be considered for award.

TAB A - Section K – Representations, Certifications, and other statements of Offerors: Offerors are to include the completed provisions listed in full text in Section K of the solicitation. The Offeror shall ensure that their business has completed their online representations and certifications as part of their SAM registration. This tab will include a statement that the Offeror's online certifications-representations are complete to include the NAICS associated with this acquisition, and the assigned UEI number and CAGE Code for which the record may be retrieved. Offerors must have a current-active SAM.gov registration to receive an award.

In making the determination of responsibility, information in the Federal Awardee Performance and Integrity Information System (FAPIS), the Excluded Parties List System (EPLS), the Offeror's Representations and Certifications (Section K), the Offeror's qualification and financial information (GSA Form 527), and any other pertinent data will be considered.

TAB B - Existing Joint Venture or Partnership, if applicable

“Contractor Team Arrangement” means an arrangement in which two or more companies form a Partnership or Joint Venture to act as a potential Prime Contractor (See FAR 9.601(1)); or, a potential Prime Contractor agrees with one or more other companies to have them act as its Subcontractors under a specified Government contract or acquisition

program (See FAR 9.601(2)). For the purposes of submitting an Offer under this solicitation, an existing CTA as defined in FAR 9.601(1) is allowable in accordance with the following paragraphs.

An Offeror must have proven experience and performance as an existing CTA in the form of a Partnership or Joint Venture in accordance with the proposal submission requirements in Section L. Volumes 1 through 6. An Offeror may submit a proposal under an existing CTA in the form of a Partnership or Joint Venture only if the existing Partnership or Joint Venture has a corresponding DUNS Number in the CCR and-or SAM.GOV and all the proposal submission documents are in the name of the existing Partnership or Joint Venture, not the individual members of the Partnership or Joint Venture.

Volume 1 through 6 proposal documents must have been performed by the existing Partnership or Joint Venture. For example, A Company, B Company, and C Company formed a Joint Venture called ABC Incorporated. A relevant experience project in the name of Company A only, is not an eligible project under this solicitation. All relevant experience projects and other proposal submission documents must be in the name of ABC Incorporated.

Offerors who are an existing Joint Venture or Partnership may submit a proposal under this solicitation subject to the following conditions:

1. The Joint Venture or Partnership is registered in the Central Contractor Registration (CCR) and/or SAM.GOV and has a corresponding UEI Number
2. The Joint Venture or Partnership meets the definition of a Joint Venture for size determination purposes (FAR 19.101(7)(i))
3. The Joint Venture or Partnership fills out and submits the Representations and Certifications in Section K
4. The Joint Venture or Partnership, not the individual team members, must represent all proposal submission documents required, including all Corporate Experience, Past Performance, Systems, Certifications, and Clearances, as applicable, under this solicitation.
5. The Offeror must submit a complete copy of the Joint Venture or Partnership agreement that established the CTA relationship, disclosing the legal identity of each team member of the Joint Venture or Partnership, the relationship between the team members, the form of ownership of each team member, any limitations on liability or authority for each team member, and a specific statement of what resources each team member provides the teaming agreement. In addition, the existing Joint Venture or Partnership must:
 - a. Clearly identify the entities which make up the Joint Venture or Partnership relationship, including disclosure of the primary point of contact for each of the members of the team.
 - b. Disclose whether the Joint Venture or Partnership designates a particular entity as the “team lead,” and if so, the Joint Venture or Partnership must clearly explain the specific duties/responsibilities of the “team lead” to the other members of the team and to the Government.
 - c. Describe the specific duties/responsibilities of each member of the team as they relate to each other and explain the specific duties/responsibilities that each team member will have for purposes of contract performance under PRISM and meeting the performance standards in Section F.4.
 - d. Address the circumstances and procedures for replacement of team members, including the team lead, and whether the approval of the Government is required prior to replacing any team members; and
 - e. Address the duration of the Joint Venture or Partnership, including when it became effective, when it expires, and the basis for termination.

Failure to provide the Government with the requested documentation establishing the CTA relationship shall result in the Offer being rejected as being non-conforming.

TAB C – Financial Resources

To be determined responsible, a prospective Contractor must have adequate financial resources to perform the contract, or the ability to obtain them. The Offeror shall complete, sign, and submit a GSA Form 527, Contractor's Qualification and Financial Information, located at www.gsa.gov/forms.

The Offeror must only fill in Section I – General Information, Section II Government Financial Aid and Indebtedness, Section III, Financial Statements, Section IV Income Statement, Section V Banking and Finance Company Information, and Section VIII Remarks (if remarks are necessary). The Offeror shall leave blank Section VI Principal Merchandise/Raw Material Supplier Information and Section VII Construction/Service Contracts Information.

TAB D – Cyber-Supply Chain Risk

The Government is concerned about the risks associated with information and communications technology (ICT) products and services that may contain potentially malicious functionality, are counterfeit, or are vulnerable due to poor manufacturing and development practices within the ICT supply chain. These risks are associated with the Government's decreased visibility into, understanding of, and control over how the technology that they acquire is developed, integrated, and deployed, as well as the processes, procedures, and practices used to assure the integrity, security, resilience, and quality of the products and services.

Offerors must fill out and submit the **Basic Safeguarding Questionnaire (See Section J)** which addresses the offeror's baseline ability to identify, manage and mitigate supply chain and cybersecurity risk. The assessment addresses how hardware, software, firmware/embedded components, and information systems are protected from component substitution, functionality alteration, and malware insertion while in the supply chain; and identifies how the offeror will maintain a high level of cybersecurity and C-SCRM readiness for performance of IT services to federal customers.

L.8. MATOC VOLUME 3 – TECHNICAL PROPOSALS

The Technical Response shall be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated claims. Legibility, clarity, and coherence is very important. Responses will be evaluated against the factors defined in Section M, Evaluation Factors for Award. Offerors shall assume that the Government has no prior knowledge of their facilities and experience.

The Government will determine the offeror's Technical Rating on the information presented in the offeror's technical proposal consisting of the three (3) Technical Evaluation Factors and Past Performance. Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired.

Technical Proposals are divided into three (3) Evaluation Factors:

- Tab A: Technical Approach (45 Page Limit) (No limit for Small Business Subcontracting Plan)
- Tab B: Key Personnel (KP) (1-2 Page Limit per KP Resume)
- Tab C: Corporate Experience (CE) (2 Page Limit per CE Project)

L.9. MATOC VOLUME 4 PAST PERFORMANCE (No Page Limit)

Per FAR 15.304(c)(2) Past performance will be evaluated to determine if the Offeror has acceptable Past Performance. Past Performance Questionnaire (PPQ) and/or Contractor Performance Assessment Reports (CPARS) shall be submitted in response to the Past Performance Factor. There is no page limit for Past performance.

In the event the evaluation team discovers misleading, falsified, and/or fraudulent past performance ratings, the Offeror shall be eliminated from further consideration for award. Falsification of any proposal submission, documents, or statements may subject the Offeror to civil or criminal prosecution under Section 1001 of Title 18 of the United States Code

L.10. MATOC VOLUME 5 – SYSTEMS, CERTIFICATIONS, AND CLEARANCES (No Page Limit)

The offeror shall include in MATOC Volume 5 submission of their current Systems, Certifications, and Clearances as outlined in Section H and M. Submission of these items are optional (but see Section M), except for an acceptable accounting system (Tab A).

TAB A – Acceptable Accounting System. All Prime offerors must complete the SF 1408 - Modified Pre-Award Survey (SF 1408). The Offeror shall answer questions, using the template provided in Section J, titled, “MODIFIED PRE- AWARD SURVEY (SF 1408)”. No other format or additional proposal documentation will be considered. There are no page limitations to the template or attached audit reports. The template must be signed by the individual responsible for the design of the Offeror’s Accounting System or by someone able to attest to the accuracy of the statements made in the SF 1408 and that has authority to bind the company.

If an Offeror’s Accounting System has been audited by the Defense Contract Audit Agency (DCAA), CPA/Consultant, or other Cognizant Federal Agency other than DCAA, the Offeror must attach, to the Modified Pre-Award Survey (SF 1408) template, current evidence from the Offeror’s Cognizant Oversight Agency / Cognizant Contracting Officer that their accounting system has been audited and approved.

If an Offeror’s Accounting System has been audited by DCAA within the past 1 year prior to this solicitation closing date and DCAA determined the Accounting System acceptable for award of prospective contracts and there have been no changes to the Accounting System since the last DCAA audit, the Offeror is not required to answer Questions 3 through **22**; otherwise, the Offeror must answer all **22** questions.

If the answer to Question 6 is “NO”, (Is your organization’s Accounting System ready for a DCAA audit?), the Offeror is automatically ineligible for award. GSA will provide DCAA the Modified Pre-Award Survey (SF 1408) document and the Offeror’s attached recent audit report(s), if audited, and DCAA will schedule audits of the Offeror’s Accounting System, if necessary, prior to award. For further information, please review Defense Contract Audit Agency (DCAA) Manual No. 7641.90, Information for Contractors, dated June 26, 2012, located at http://www.dcaa.mil/DCAAM_7641.90.pdf.

L.11. MATOC VOLUME 6 – COST/PRICE (No Page Limit)

This part of the proposal shall include details for all labor rates for the MATOC.

Tab A: MATOC Pricing

Offerors shall use Standard Form (SF) 33 Solicitation, Offer and Award, posted as page 1 of the solicitation in <http://www.sam.gov>. The Offeror shall fill out blocks 12 through blocks 18 accordingly.

1. The Government requires a minimum acceptance period of not less than **180 calendar days**. The Offeror shall complete Block 12 of each SF 33 submitted with full cognizance of the minimum acceptance period of **180 calendar days**. "Acceptance Period" means the number of calendar days available to the Government for awarding a Contract from the date specified in this solicitation for receipt of your offer. Your offer may only specify a longer acceptance period than the Government's minimum requirement.
2. If any amendments to the solicitation are issued, the Offeror must acknowledge each amendment number and date in Block 14 of the SF 33.
3. The Offeror’s Legal Name and Address in Block 15A on the SF33 must match the information for the Offeror in SAM.GOV at <http://www.sam.gov>, including the corresponding Commercial and Government Agency (CAGE) Code Number and Unique Entity Identifier (UEI) Number (Note: the address listed in Block 15A will be the official mailing address used by the Government for letter correspondence, if necessary)
4. The Name, Title, Signature and Date identified in Block 16, 17, 18, must be an authorized representative with authority to commit the Offeror to contractual obligations.

For the MATOC Pricing, offerors must complete and include the MATOC Cost/Price Template (PRISM MATOC Attachment 3_Price Labor Rates Template) listed in Section J. **Offerors shall only provide the ceiling rates for Year 1 of the contract with a Start Date of 17 October 2025**. Ceiling rates for Years 2 through 5 will automatically be calculated for each labor category by an escalation factor embedded in the Template. **Offerors shall not change the escalation factor in the Template**. This escalation factor is determined by the Bureau of Labor Statistics (BLS) Economic Cost Index (ECI) and is based on the average annual BLS ECI for the previous three years from the date the PRISM solicitation is issued. The current BLS ECI 3-year average is 3.02%.

L.11.1. Direct Labor Rates

Direct Labor Rates are labor rates that are **not** burdened with indirect rates such as Fringe Benefits, Overhead, General and Administrative expenses, and Profit or Fee.

Offerors are **prohibited** from including Profit and/or Fee in the Direct Labor Rates. Profit and/or Fee will be negotiated and determined at the task order level.

Caution: Offeror's labor rates may not be considered fair and reasonable if Profit and/or Fee are included with Direct Labor Rates and the offeror would not be eligible for award regardless of the technical score.

L.11.2. Indirect Rates/Profit

For each Indirect rate, Offerors shall propose indirect rates according to their most current DCAA/DCMA approved billing rates and/or forward pricing rate recommendations and/or agreements, if available. If an Offeror does not have DCAA/DCMA approved billing rates and/or forward pricing rate recommendations and/or agreements, Offerors should provide indirect rates generated from their acceptable accounting system.

Price Narrative Attachment (Include with Tab A).

Caution: Offerors are strongly advised to provide clear and convincing rationale to support indirect rates not generated from their acceptable accounting system, otherwise the proposed indirect rate may **not** be considered fair and reasonable, and the Offeror may not be eligible for award regardless of the technical score.

L.11.3. Cost/Price Template Instructions

Enter the Offeror Name in Row 6. For each labor category, the Offeror shall provide a cost element breakdown of Direct Labor, Fringe Benefits, Overhead, General and Administrative (G&A), that provides a single loaded hourly labor ceiling rate for that labor category.

All percentages and rates shall be rounded to two decimal places. Indirect rates may exceed the two decimals provided it is substantiated by an approved accounting system.

COLUMN	INSTRUCTION
Column A	Offerors shall input the SOC ID# for the Labor Category. Add a corresponding letter as applicable at the end (e.g., 11-0000B)
Column B	This column is restricted. Offerors shall not make entries in this column. This column contains the Labor Category Description. Definitions to these labor categories are provided in Section J.
Column C*	Enter direct labor rates that best fit the definitions of each labor category listed in Column B.
Column D*	Enter the Fringe Benefits percentage under Column D, Row 8.
Column E*	Enter the Overhead percentage under Column E, Row 8.
Column F*	Enter the G&A percentage under Column F, Row 8.

Column's G-K*	These columns are restricted. Offerors shall not make entries in this column. The escalation factor is based on the average annual Bureau of Labor Statistics Economic Cost Index for the previous ten years at the time the final solicitation is posted in SAM.gov. The Offeror shall not make any changes to the cost index.
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***Note:** Offerors with a different indirect rate structure than that identified in Columns D through F may adjust their columns accordingly. Furthermore, Offerors with a different indirect structure for certain labor categories may adjust the rows and columns accordingly. For example, if an Offeror adds Facilities Capital Cost of Money to their indirect structure and columns G through K becomes columns H through L that is acceptable.

(END OF SECTION L)

SECTION M - EVALUATION FACTORS FOR AWARD

CLAUSE #	CLAUSE TITLE	DATE
52.217-4	Evaluation of Options Exercised at Time of Contract Award	JUN 1988
52.217-5	Evaluation of Options	JUL 1990
52.217-7	Option for Increased Quantity-Separately Priced Line Item	MAR 1989

M.1. MATOC VOLUME 1 – General

The following documents will be **evaluated on an Acceptable/Unacceptable basis** regarding whether the requested proposal submission information meets the criteria for the information requested in Section L.5. and information is current, accurate, and complete:

1. Cover Letter (Tab A)
2. Exceptions/Assumptions (if applicable) (Tab B)
3. Uncompensated Overtime Policy (Tab C)
4. Professional Employee Compensation Plan (Tab D).
5. See Section L for additional submission requirements.

M.2. MATOC VOLUME 2 – RESPONSIBILITY**M.2.1. Cyber-Supply Chain Risk (Submit IAW Section L, Tab D)**

The Basic Safeguarding Questionnaire (Attachment 6) will be evaluated on an acceptable/unacceptable basis. GSA has created this questionnaire to align with FAR Clause 52.204-21, Basic Safeguarding of Covered Contractor Information Systems, which is incorporated into this contract (by reference/in full text). Offerors are required to conform with this contract clause in order to receive an award and perform successfully on this contract. If an Offeror responds “No” or fails to submit the Basic Safeguarding Questionnaire, they will receive an unacceptable rating for this element.

The Government will also perform a cyber-supply chain risk assessment of any apparent awardee. The Government will review any information provided by the apparent awardee, along with any other information available to the Government from any other source, to determine if the apparent awardee’s cyber-supply chain presents an unacceptable risk to the Government.

The Government may consider the following cyber-supply chain risk information, including, but not limited to:

1. Functionality and features of awarded products and services, including access to data and information system privileges.
2. The ability of a source to produce and deliver products and services as expected.
3. Foreign control of, or influence over, a source, product, or service (e.g., foreign ownership, personal and professional ties between a source and any foreign entity, legal regime of any foreign country in which a source is headquartered or conducts operations).
4. Security, authenticity, and integrity of products and services and their supply and compilation chains.
5. The contractor’s capacity to mitigate identified risks.
6. Any other considerations that would factor into an analysis of the security, integrity, resilience, quality, trustworthiness, or authenticity of products, services, or sources.

Should the apparent awardee’s cyber-supply chain risk assessment pose an acceptable amount of risk to the Government, an award will be made to that offeror (considering all other factors for award). If the apparent awardee’s cyber-supply chain risk assessment poses an unacceptable risk, they will receive an unacceptable rating for this element.

M.2.2. See Section L for all other Volume 2 submission requirements.

M.3. MATOC VOLUME 3 – TECHNICAL PROPOSAL

M.3.1. BASIS FOR AWARDS

The MDoDS Pool will award two (2) Small Businesses with base contracts under the PRISM MATOC. Pursuant to FAR 19.503 awards have been reserved for small businesses within each pool; therefore, for the MDoDS Pool SB On-ramp there will be two (2) awards (2 SB). The government reserves the right to award more or less Base Contracts in each pool, including business sizes, if it is determined to be in the best interest of the government.

Offerors must submit a proposal and identify (In the Volume 1 Cover Letter) the **PRISM MDoDS Pool** for which the offerors technical and price proposals are being submitted.

- **47QFHA25R0017 PRISM MDoDS Pool**

M.3.2. MATOC Basis of Award:

The evaluation will take place pursuant to FAR 15.3. The basis for award will be the Highest Technically Rated Offeror with a Fair and Reasonable Price (HTRO-RP), considering four non-price evaluation factors in descending order of importance: (1) Technical Approach (2), Key Personnel, (3) Corporate Experience and (4) Past Performance. Prices (labor rates) will only be evaluated for fair and reasonableness and only for those determined to be the Highest Technically Rated Offerors (HTROs). All non-price factors when combined are significantly more important than Price and the Technical Approach subfactors are of equal importance.

The source selection process on this MATOC will not be based on the Lowest Price Technically Acceptable (LPTA) nor Tradeoffs source selection process. **Trade-offs will not be conducted for this acquisition.** For this procurement, as allowed by the best value continuum, technical capability is the dominant factor since the requirement is not definitive and contract type and pricing will be accomplished at the task order level.

Within the best value continuum, FAR 15.101 defines best value as using any one or a combination of source selection approaches. The HTRO-RP approach will best achieve the objective of awarding contracts to offerors of varying core expertise in a variety of professional service disciplines with qualities that are most important to our customers, such as Technical Approach, Key Personnel, Corporate Experience and Past Performance.

1. The government will first evaluate the proposals to determine the HTROs for the MDoDS Pool.
2. Once the government completes the technical evaluations, they will rank all the offerors for the MDoDS Pool SB on-ramping and select the requisite number of HTROs for the MDoDS Pool (top 2 SB for MDoDS).
3. Since the MDoDS Pool will consist of only Small Businesses, the ranking consists of the top 2 SB for the MDoDS Pool.
4. Next the government will evaluate price proposals, but only for the requisite number of offerors selected as the Highest Technically Rated for each Pool. The government will start with the highest technically rated offeror for the MDoDS Pool and continue with each of the requisite number of HTROs.
5. If each of the initial requisite number of highest technically rated offerors are found to have fair and reasonable prices the government's evaluation process will end.
6. However, a failure to find or negotiate a fair and reasonable price or if the price is found to be unrealistic, unreasonable, or unbalanced for any of the Highest Technically Rated for each Pool, this will result in that offeror being eliminated from consideration for award and the next highest ranked offeror being placed in the HTROs.
7. The government will then move to the next highest technically rated offeror to determine a fair and reasonable price. The evaluation process will continue this cycle until the top 2 for the MDoDS apparent successful offerors are identified that represent the Highest Technically Rated Offerors with a Reasonable Prices. The offerors within the Pool will also be ranked for the purpose of determining if there is a tie at the position of number 3 respectively. If there is a tie, all offerors tied for this position shall receive a contract award.

M.3.3. Task Order Basis of Award

FAR 16.505 gives contracting officers broad discretion in developing appropriate order placement procedures, including streamlined procedures. The procedures in FAR 16.505(b)(1)(v) will be considered in developing evaluation procedures for task order awards. Therefore, acquisition teams will have the option of using order placement procedures that best suit the task order requirements, one of which includes the STOOOP procedures. HTRO-RP, LPTA, Tradeoff, or some combination of options, per FAR 16.505, will be available as the basis for award, depending on the requirements. LPTA may be used per FAR 16.505(2)(D)(7)(iii), and in compliance with DFARS 215.101-2-70, when price is the most important factor and minimum technical standards are acceptable; Tradeoffs may be used per FAR 16.505(2)(D)(7) when it will be important to allow for tradeoffs among cost or price and technical factors and in cases where the government may be willing to pay a premium for a higher technically rated offeror; HTRO-RP may be used when high technical competency is required without the need to trade-off cost or price and streamlining is needed; or any other combination of source selection approaches per FAR 16.505.

The Government intends to strictly enforce all the proposal submission requirements outlined in Section L. Failure to comply with these requirements will result in an Offeror's proposal being rejected as being non-conforming to solicitation requirements. The Government intends to award task orders without exchanges. Initial proposals must contain the best offer. The Government may conduct clarifications, as described in FAR 15.306(a). The Government reserves the right to conduct discussions if determined necessary.

M.3.4. SECTION M DEFINITIONS

Multi-Tenant (MT) is defined as multiple Government entities (customer organizations) with the need to separately track project management and contract elements such as requirements, deliverables, costs, and ceiling. Each customer organization that provides funding is considered a "tenant" within a single contracting vehicle.

Technical Direction Letter (TDL) is defined as a written technical directive approved by the Contracting Officer (CO) and issued after award to provide technical guidance and direction in relation to specific task(s) to be performed within the scope of the requirements (i.e., award). A TDL serves as a further clarification and/or defining of the requirements and provides technical guidance without affecting the overall scope, cost, or period of performance (PoP) of the award.

Streamlined Task Order Ordering Procedures (STOOOP) is a streamlined approach to expedite the task order award process by streamlining the fair opportunity selection procedures pursuant to FAR 16.505 (b)(1).

The technical evaluation criteria are designed to allow for Streamlined Task Order Ordering Procedures (STOOOP) for appropriate task order requirements in accordance with FAR 16.505 (b)(1). Offerors are being requested to submit up to ten (10) years of corporate experience related to a variety of functional areas relevant to the MDoDS requirements. Once appropriate requirements are identified, including the applicable functional area of the work, the contracting officer will provide a notice (STOOOP Notice) to all offerors within the relevant pool of the government's intent to use STOOOP procedures to award a task order. The STOOOP Notice will include:

1. Task Order Requirements Package (TORP) (PWS, CLIN Structure, Applicable Clauses, Pricing Template).
2. Notice of the relevant functional area applicable to the task order requirements (e.g., MDoDS Life Cycle Support)
3. Notice that the offerors previously submitted Corporate Experience relevant to that functional area will be evaluated.
4. Notice of any additional relevant non-price factors that will be evaluated (e.g., Key Personnel for relevant functional area, Past Performance, etc.) depending on the Task Order Basis of Award (TOBOA).
5. Notice of the TOBOA (e.g., HTRO-RP, LPTA, Tradeoff, etc.).
6. A request to provide a Price or Cost Proposal and a **Task Order Specific technical approach** within 15 **Calendar Days** for the work included in the STOOOP Notice or a Voluntary Removal of Fair Opportunity Response (VRFOR) regarding the STOOOP Notice.

- a. Task order competition is critical to the success of this MATOC; thus, awardees will only be allowed three (3) VRFORs per calendar year. Awardees must provide a written justification and seek a waiver from a PRISM CO if seeking 3 or more VRFORs within a calendar year. Awardees with 3 or more VRFORs within a calendar year may be placed in Dormancy status and/or receive a negative CPARS rating, without written prior approval from a PRISM CO.
- 7. **Note: Task Order Specific technical approach will be limited to the following:**
 - a. 1 Page limit.
 - b. Offerors technical approach to successfully performing the TO Scope.
 - c. How KP will be utilized for the TO scope.
 - d. Identification of risks and how they will be mitigated.
- 8. **Note:** All MATOC Awardees will be allowed to provide yearly updates Corporate Experience, Key Personnel and Past Performance.

Best Value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement.

Deficiency is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

Discussions are exchanges (i.e., negotiations) in a competitive environment that are undertaken with the intent of allowing the offeror to revise its proposal. Discussions take place after establishment of the competitive range.

Rating is the adjective/color descriptor assigned by the evaluators' to the non-Cost/Price Factors and corresponding Subfactors. It represents their conclusions as to the quality of the proposal, supported by narrative write-ups identifying the associated strengths, weaknesses, deficiencies, risks, and uncertainties. The strengths, weaknesses, etc., are the findings that support the rating adjective/color.

Risk as it pertains to source selection, is the potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an offeror's proposed approach to achieving the technical factor or subfactor may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance.

Strength is an aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements to the advantage of the Government during contract performance.

Significant Strength is an aspect of an offeror's proposal that has appreciable merit or will exceed specified performance or capability requirements to the considerable advantage of the Government during contract performance.

Significant Weakness in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

Uncertainty is any aspect of a non-cost/price factor proposal for which the intent of the offer is unclear (e.g., more than one way to interpret the offer or inconsistencies in the proposal indicating that there may have been an error, omission, or mistake).

Voluntary Removal of Fair Opportunity Response (VRFOR) is when a contractor sends a notice to voluntarily remove themselves from the Fair Opportunity procedures in FAR 16.505 and chooses to not send in a price proposal in response to a STOOD Notice. As a result, the Government will not evaluate the relevant technical and past performance factor(s) during source selections.

Weakness means a flaw in the proposal that increases the risk of unsuccessful contract performance.

The combined technical/risk rating includes consideration of risk in conjunction with the significant strengths, strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies in determining technical ratings. Award will not be made to any offeror with an “Unacceptable” rating overall or on any individual factor or subfactor.

The following chart outlines the attributes that will be used when commenting on the offeror's proposal to discern an overall adjectival rating for a factor. The significant strengths, strengths, weaknesses, significant weaknesses, and deficiencies of the proposal will determine the proposals overall risk to the Government. The Government will consider the quality and content of the significant strengths, strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies in assessing the risk of a proposal. “Significant Strengths” and “Strengths” are favorable, while “Significant Weaknesses”, “Weaknesses”, and “Deficiencies” are unfavorable, in assessing the risk of a proposal. Also, the Small Business Subfactor will be evaluated using the Small Business rating table, and some elements of the proposal will be evaluated on an Acceptable/Unacceptable basis which will be factored into the overall adjectival rating.

COMBINED TECHNICAL/RISK RATING		
COLOR	RATING	DESCRIPTION
BLUE	OUTSTANDING	The proposal meets the requirements and indicates an exceptional approach and understanding of the requirements. It contains at least one significant strength and multiple strengths, and the strengths far outweigh any weaknesses. Risk of unsuccessful performance is low.
PURPLE	GOOD	The proposal meets the requirements and indicates a thorough approach and understanding of the requirements. It contains at least one strength or significant strength, which outweigh any weaknesses. Risk of unsuccessful performance is low to moderate.
GREEN	ACCEPTABLE	The proposal meets the requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting, and risk of unsuccessful performance is no worse than moderate.
YELLOW	MARGINAL	The proposal does not demonstrate an adequate approach and understanding of the requirements. It contains one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
RED	UNACCEPTABLE	Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and the proposal is unawardable, and/or the performance risk is unacceptable.

Adjectival Rating	Description
Acceptable	Proposal meets the requirements of the solicitation.
Unacceptable	Proposal does not meet the requirements of the solicitation

SMALL BUSINESS RATING TABLE		
COLOR	RATING	DESCRIPTION

BLUE	OUTSTANDING	Proposal indicates an exceptional approach and understanding of the small business objectives
PURPLE	GOOD	Proposal indicates a thorough approach and understanding of the small business objectives
GREEN	ACCEPTABLE	Proposal indicates an adequate approach and understanding of small business objectives.
YELLOW	MARGINAL	Proposal has not demonstrated an adequate approach and understanding of the small business objectives
RED	UNACCEPTABLE	Proposal does not meet small business objectives.

M.3.5. TECHNICAL APPROACH (45 Page Limit)

Factor 1: Technical Approach (Tab A) – The Technical Approach evaluation provides an assessment of the offeror’s technical capabilities to satisfy the Government’s requirements. The proposal will be evaluated based on the proposed approach to perform the work based on the below evaluation criteria (**Not the MATOC PWS**). The evaluation criteria for the Subfactors are provided below.

Subfactor 1: MATOC Management Approach (Tab A1) - This subfactor evaluates the offeror’s proposed Management Approach for the basic contract period, all options and associated task orders for the MDoDS Pool. A Marginal or worse rating could indicate a lack of understanding concerning mission requirements and may result in the entire proposal receiving an unfavorable rating and/or being eliminated from the Highest Technically Rated Offerors.

Evaluation Criteria include:

- a. Proposed approach to managing multiple active task orders awarded under different MDoDS Pool functional areas, performed in different locations throughout the Continental United States (CONUS) for different customers.
- b. The proposed approach for ensuring the necessary level of key personnel and other resources will be available for multiple active task orders awarded under different MDoDS Pool functional areas, performed in different locations throughout the Continental United States (CONUS) for different customers.
- c. Proposed approach to TDLs and Cost type contracting, assessment of risks and mitigation plans.
- d. Financial resources or ability to obtain the financial resources to support the work that will be required as a Prime contractor on this MATOC (MATOC Volume 2 Responsibility).
- e. Management’s immediate access to Systems, Certifications and Clearance resources as outlined in MATOC Volume 5. Immediate access means the current use of systems and the employment of key personnel with security clearances.
- f. Proposed approach to supporting a multi-tenant customer environment.
- g. The offeror’s management processes to provide transparency and governance of costs for tracking time, travel, and purchasing.

Subfactor 2: [N/A]

Subfactor 3: Management Approach to Critical Functional Areas of the MDoDS Pool (MDoDS or similar Federal Government system) (Tab A3): This subfactor evaluates the offeror’s proposed Management Approach to critical functional areas impacting the MDoDS system. Offerors will be evaluated on feasibility of their management

approach to these critical areas, their knowledge and understanding of the functional areas and how they impact the MDoDS.

Evaluation Criteria include (Applicable to all MDoDS Functional Areas):

I. Data

- a. Approach to Data exchanges and linkages within an Enterprise associated with Assessment Reporting for MDoDS or similar Federal Government system.
 1. Reflect an appreciation of pertinent Data exchanges policies.
 2. Discussion of data sharing principles and the standards currently followed for data exchanges.
 3. Show an understanding of MDoDS or similar Federal Government system. troubleshooting processes and procedures.
- b. Approach to Unit, Group, Force or Program Readiness Assessment reporting requirements, to include content, timeframes, and triggers.
 1. Address the standard reporting guidance reflected in policies and directives.
 2. Address applicable triggers and what constitutes the reporting action.
- c. Approach to Data exchanges systems and linkages with DOD, and other Service systems.
 1. Reflect an understanding of data exchange systems and address the format to which those integrations would be executed.
 2. Address the recurring periodicities for which data sharing would need to occur based on a system and the system's updates.
- d. Approach to Generation and exchange of resource data for Personnel, Equipment, Supply, Training, and Ordnance (PESTO) and the metric development process.
 1. Address all the data systems that integration/data sharing would be necessary to support the PESTO population and readiness or similar reporting.
 2. Address metrics development that supports readiness or similar generation.
- e. Approach to the relational and transactional reporting elements within the program (Responses should explain the parent-child or operational relationship of reporting units).
- f. Approach to Integration of new aviation or other platforms and equipment, and the factors to consider (Responses should explain readiness or similar reporting for aviation or other support equipment, new platforms and/or weapons systems (i.e., new Type/Model/Series, Unmanned Aerial Systems, Aviation Launch Equipment)).

II. Cyber

- a. Approach to the impact of evolving Cyber Security policy and procedures on a Systems Lifecycle maintenance.
 1. Discusses cybersecurity oversight as part of development, testing, and operations.
 2. Discuss the significant increases over earlier cyber security requirements.
 3. Discusses the real-time log monitoring required to meet continuous monitoring policies.
 4. Demonstrate how a program can better understand and manage security, data, network, and user activity risks.
- b. Approach to migrating from DISA DECC to Cloud Services and Conversion from Legacy systems.
 1. Discuss how hardware migration shifts focus.
 2. Discuss specific transition issues.
 3. Describe your understanding of how a program will address the application modernization required to move to Cloud Services.
- c. Demonstrate your understanding of Risk Management Programs and the use of Confidentiality, Integrity, and Availability levels.

1. Demonstrate an understanding of the shift from MAC (Mission Assurance Category) levels to the Confidentiality, Integrity, and Availability (CIA) level designations.
2. Accurately articulate (and defend/justify,) the level Confidentiality, Integrity, and Availability programs.

III. Remote Administration of Data Center Hosted Applications

- a. Approach to the coordination necessary to maintain the programs' cyber security posture as currently hosted.
 1. Discuss the recurring processes that need to occur and their periodicity.
 2. Address program responsibilities vs host responsibilities.
 3. Indicate an understating or the performance impacts to the programs of current cyber security posture.
- b. Approach to how you would implement evolving program architecture and software modernization within a program's current data center environment.
 1. Discuss coordination within the program and mission partners.
 2. Indicate an appreciation of the inherent risk, cost, time factors interplay and their associated tradeoff.
 3. Discuss user transition with minimal disruption.

IV. Training/Customer Support

- a. Approach to Training.
 1. Reflect consideration of the merit of different training venues and their suitability to different needs.
 2. Address your ability to meet all facets of current needs/requirements, as well as meet emerging new training needs.
 3. Show an understanding of the JPME or similar training accreditation processes.
- b. Approach to Customer support
 1. Demonstrate appropriate understanding of system mission assurance level linkage to helpdesk availability requirements.
 2. Reflect the program needs for SIPR vs NIPR support & telephonic vs e-mail support if applicable.
 3. Reflect accurate understanding of the nature of Tier 1/2/3 support and the role of each program's implementation of helpdesks.

Subfactor 4: Small Business Participation (Tab A4): All offerors (both large and small businesses) are required to submit a Small Business Participation Plan for evaluation of the level of proposed participation of U.S. small businesses in the performance of this acquisition (as small business prime offerors or small business subcontractors) relative to the objectives and goals established herein. The Small Business Participation subfactor will be evaluated using the Small Business Rating table which will be incorporated into the overall Technical Approach rating.

Evaluation Criteria Include:

- a. List all proposed Subcontractors, with UEI number and CAGE code if applicable.
- b. The extent to which such firms, as defined in FAR Part 19, are specifically identified in proposals.
- c. The extent of commitment to use such firms.
- d. Identification of the complexity and variety of the work small firms are to perform.
- e. The extent of participation of small business prime offerors and small business subcontractors in terms of the **percentage of the total acquisition value.**
- f. **The extent to which the offerors percentage of the Total Contract Value meets or exceeds the DoD Small Business Subcontracting percentage goals as defined by Section G.3.1.**

Percentages will be calculated based on the maximum task order amount of \$400M:

- Small Business: 34%
- SDB 5%
- HUBZONE: 3%
- SDVOSB: 5%

- WOSB: 5%

- g. **Non-Price Small Business Socioeconomic Status evaluation preference:** A small business offeror will receive a higher preference for the following Small Business certifications (In this order): 8(a) Program, HubZone, Small Disadvantaged Business, Service-Disabled Veteran-Owned Small Business (SDVOSB), Women Owned Small Business (WOSB), and Veteran Owned Small Business (VOSB).

This is a non-price factor which will only be applied to break ties on offers of equal fair and reasonable labor rates and technical ratings. An offeror not submitting a socioeconomic status will receive no additional status under this evaluation preference.

M.3.6. KEY PERSONNEL (KP) (1-2 Page Limit per KP Resume)

FACTOR 2: KEY PERSONNEL (Tab B) (Page count excludes Teaming Commitment Letters).

Key Personnel Resumes will be evaluated to determine if the key personnel possess the necessary education and experience to successfully perform the work covered by this MATOC. Please provide resumes that include Name, Position, Title, Years of Experience in proposed role, Education (Including certifications, accreditation, licenses, etc.), a list of the projects supporting the candidate's relevant experience in the proposed role for this requirement and if the Key Personnel is employed by the Prime offeror or is a subcontractor.

If the prime contractor will be providing the Key Personnel of a subcontractor (or if the Key Personnel is not employed by the Prime offeror), to meet the requirements for this evaluation factor, **a teaming commitment letter is required to be signed by both parties** committing to the base period of the MATOC pool(s) for which the prime contractor is proposing.

***Note: Additional credit will be given if key personnel have experience in proposed roles dealing with TDLs, Multi-Tenant and/or Cost type contracting.**

MATOC KEY PERSONNEL (APPLICABLE TO MDOODS POOL)

- a. Program Manager (PCPM) (1- KP): Ten (10) or more years of experience as a Program Manager in one or more of the P&R Pool and/or MDoDS Pool functional areas listed in Factor 3 Corporate Experience, managing Professional Services contracts at the MATOC level. Experience leading and providing technical direction to complex engagements within the DoD or Federal Government, working on projects listed in Factor 3 Corporate Experience (preferred). Bachelor's degree (Graduate preferred) in a relevant field of study (Project Management, Business, Political Science, Human Resources, Engineering, Computer Science, etc.) and Project Management Professional (PMP) Certification preferred.
- b. Subject Matter Experts (Minimum of 3, Maximum of 10 – KP: 3-5 Each Pool): Ten (10) or more years of experience in one or more of the P&R Pool and/or MDoDS Pool functional areas listed in Factor 3 Corporate Experience, as a SME on Professional Services contracts at the task order level. Experience working on projects listed in Factor 3 Corporate Experience in the role proposed preferred. Graduate degree in a relevant field of study and professional license (as applicable for the relevant field of study) preferred.
- c. Project Managers (Minimum of 1, Maximum of 4 - KP: 1-2 Each Pool): Eight (8) or more years of experience as a Project Manager one or more of the P&R Pool and/or MDoDS Pool functional areas listed in Factor 3 Corporate Experience, managing Professional Services contracts at the task order level. Experience working on projects listed in Factor 3 Corporate Experience in the role proposed preferred. Minimum bachelor's degree in a relevant field of study (Project Management, Business, Political Science, Human Resources, Engineering, Computer Science, etc.) and Certified Associate in Project Management (CAPM) or Project Management Professional (PMP) Certification is preferred.

MDoDS POOL KEY PERSONNEL

- a. Sr. Business Operations Specialist (**Maximum of 2 KPs**): Eight (8) or more years of experience in the proposed role in one or more of the MDoDS functional areas listed in Factor 3 Corporate Experience. Experience working on projects listed in Factor 3 Corporate Experience in the role proposed **is preferred**. Minimum bachelor's degree in a relevant field of study (Business, Accounting, etc.) and certifications/license (as applicable for the relevant field of study) preferred.
- b. Sr. Financial Operations Specialist (**Maximum of 2 KPs**): Eight (8) or more years of experience in the proposed role in one or more of the MDoDS functional areas listed in Factor 3 Corporate Experience. Experience working on projects listed in Factor 3 Corporate Experience in the role proposed **is preferred**. Minimum bachelor's degree in a relevant field of study (Business, Accounting, etc.) and certifications/license (as applicable for the relevant field of study) preferred.
- c. Sr. Data Scientist (**Maximum of 2 KPs**): Eight (8) or more years of experience in the proposed role in one or more of the MDoDS functional areas listed in Factor 3 Corporate Experience. Experience working on projects listed in Factor 3 Corporate Experience in the role proposed **is preferred**. Minimum bachelor's degree in a relevant field of study (Engineering, Computer Science, etc.) and certification/license (as applicable for the relevant field of study) preferred.
- d. Sr. Software Engineer (**Maximum of 2 KPs**): Eight (8) or more years of experience in the proposed role in one or more of the MDoDS functional areas listed in Factor 3 Corporate Experience. Experience working on projects listed in Factor 3 Corporate Experience in the role proposed **is preferred**. Minimum bachelor's degree in a relevant field of study (Engineering, Computer Science, etc.) and professional license (as applicable for the relevant field of study) preferred.
- e. Sr. Systems Engineers (**Maximum of 2 KPs**): Eight (8) or more years of experience in the proposed role in one or more of the MDoDS functional areas listed in Factor 3 Corporate Experience. Experience working on projects listed in Factor 3 Corporate Experience in the role proposed **is preferred**. Minimum bachelor's degree in a relevant field of study (Engineering, Computer Science, etc.) and professional license (as applicable for the relevant field of study) preferred.
- f. Sr. Systems Analysts (**Maximum of 2 KPs**): Eight (8) or more years of experience in the proposed role in one or more of the MDoDS functional areas listed in Factor 3 Corporate Experience. Experience working on projects listed in Factor 3 Corporate Experience in the role proposed **is preferred**. Minimum bachelor's degree in a relevant field of study (Engineering, Computer Science, etc.) and professional license (as applicable for the relevant field of study) preferred.
- g. Sr. Network Engineers (**Maximum of 2 KPs**): Eight (8) or more years of experience in the proposed role in one or more of the MDoDS functional areas listed in Factor 3 Corporate Experience. Experience working on projects listed in Factor 3 Corporate Experience in the role proposed **is preferred**. Minimum bachelor's degree in a relevant field of study (Engineering, Computer Science, etc.) and professional license (as applicable for the relevant field of study) preferred.
- h. Sr. Database Administrators (**Maximum of 2 KPs**): Eight (8) or more years of experience in the role in one or more of the MDoDS functional areas listed in Factor 3 Corporate Experience. Experience working on projects listed in Factor 3 Corporate Experience in the role proposed **is preferred**. Minimum bachelor's degree in a relevant

field of study (Engineering, Computer Science, etc.) and professional license (as applicable for the relevant field of study) preferred.

M.3.7. FACTOR 3 CORPORATE EXPERIENCE (CE) (Tab C) (2 Page Limit per CE Project) (Page count excludes Teaming Commitment Letters).

Corporate Experience will be evaluated to determine if the offeror has the necessary relevant experience in professional services to meet the demands of a MATOC of this size and complexity. The CE evaluates offerors relevant experience working on projects in the same or similar functional areas, involving same or similar complexities and magnitude, and executing work under the same or similar circumstances as anticipated for task orders under this MATOC.

For each CE submission, offerors must provide the Title of the Project, Contract Number, Contract Dollar Value, Location of Work, Narrative of the Contract that meets CE Evaluation Criteria, Owner of Requirement (name, title, and phone number), the Contract POP and if an associated CPARS or PPQ is included in Volume 4 Past Performance.

If the prime contractor will be providing the corporate experience of a subcontractor to meet the requirements for this evaluation factor, **a teaming commitment letter is required to be signed by both parties** committing to at least the base year and the 1st option year of the MATOC pool(s) for which the prime contractor is proposing (See Section H). For all Corporate Experience project submissions, the offeror must identify if the work was performed as the Prime or as a Subcontractor.

***Note: An IDIQ Base Contract does not qualify as an individual project!**

Major Department of Defense Systems (MDoDS) Pool:

***Note: Additional credit will be given for corporate experience in the below functional areas that includes experience with TDLs, Multi-Tenant and/or Cost type contracting:**

1. **MDoDS Sustainment:** Up to five (5) individual projects (individual contracts, task orders, BPA Calls or Purchase Orders), where the performance took place within the last ten (10) years (of the proposal due date), demonstrating your corporate experience successfully executing work regarding the operation and sustainment of the MDoDS (MDoDS or similar Federal Government system.). This includes the day-to-day program operation, program monitoring, life cycle maintenance, training, help desk services, management support, the program's cybersecurity posture, systems engineering and integration, and system testing necessary to support the evolving and emerging needs of DOD or other federal agencies.

Sustainment Evaluation Criteria Includes:

- a. Experience providing system administration for an MDoDS regarding DOD IT security requirements.
- b. Experience providing database maintenance through technical and analytical services.
- c. Experience providing network support through systems design and systems engineering support to implement and maintain a framework for net-centric compliant interoperability.
- d. Experience procuring the necessary maintenance and licenses required to maintain the Government-owned hardware and software required to support an MDoDS.
- e. Experience providing support to ensure an MDoDS meets the security requirements defined in the DoD Risk Management Framework (RMF) process.
- f. Experience providing procedures to acquire, install, and test all software to mitigate identified security vulnerabilities.
- g. Experience providing support to DoD supply chain metrics analyses by providing support monitoring and improving the performance of the greater DoD supply chain.
- h. Experience collecting, analyzing, and displaying DoD readiness information, including transportation, inventory, and maintenance.

- i. Experience conducting research and analysis to support the preparation of the Semi-Annual Report to Congress and performing day-to-day analytical tasks that include, but are not limited to, responding to Congressional Requests for Information, and helping with Legislative Proposals.
 - j. Experience providing continuous need to perform internal and external testing with other systems in the readiness enterprise and providing support testing on all products planned for delivery.
 - k. Experience providing independent Government testing for developmental testing (DT), operational testing (OT), user acceptance testing (UAT), Sustainment, and other Test & Evaluation activities.
- 2. MDoDS Modernization:** Up to five (5) individual projects (individual contracts, task orders, BPA Calls or Purchase Orders), where the performance took place within the last ten (10) years (of the proposal due date), demonstrating your corporate experience successfully executing work regarding the development of new system functionality, the modernization and expansion of existing functionality, and sustainment of such, within the MDoDS (MDoDS or similar Federal Government system.). This includes defining requirements, reviewing designs, systems engineering and integration, system testing, life cycle maintenance, training, help desk services, and management support associated with work developed under this effort.

Modernization Evaluation Criteria Includes:

- a. Experience providing support to an MDoDS Implementation Office to modernize existing legacy code and functionality as well as develop new functionality.
 - b. Experience developing, testing, documenting, and deploying software functionality, databases and datamarts, necessary to support an MDoDS, modernization effort.
 - c. Experience providing appropriate database development for the integration of service specific data integration with the program's business intelligence tool.
 - d. Experience with configuration management processes to include the ability for evaluating, coordinating, approving, or disapproving, and implementing changes used to construct and maintain software systems and data warehousing specifications.
 - e. Experience providing quick prototypes of software applications to show proof of concept and developing application software modules, using Government-approved methods, processes, and tools for system requirements and design.
 - f. Experience developing installation plans using Government-approved configuration requirements for all new code releases supporting this effort and support the installation and configuration of hardware and software developed and tested by the contractor, and which has passed Certification and Accreditation (C&A) by the Government.
 - g. Experience providing systems design and systems engineering support to implement and maintain a framework for net-centric compliant interoperability between applications that collect, analyze, and report readiness information within the enterprise and between the enterprise that need readiness data.
 - h. Experience providing a web services-based system, exposing all data via Extensible Markup Language (XML), employing a DoD standards compliant XML schema and interfaces for an MDoDS.
 - i. Experience providing support required to collect requirements, design, develop, integrate, test, and support the Business Intelligence, Data Mining capability, to include a query tool and Online Analytical Processing (OLAP) capability.
- 3. MDoDS Life Cycle Support:** Up to five (5) individual projects (individual contracts, task orders, BPA Calls or Purchase Orders), where the performance took place within the last ten (10) years (of the proposal due date), demonstrating your corporate experience successfully executing work regarding life cycle support for the MDoDS (MDoDS or similar Federal Government system.), including maintaining and sustaining current programs' functionality and viability, and all other areas necessary to support the successful utilization of the MDoDS.

Life Cycle Support Evaluation Criteria Includes:

- a. Experience providing program life cycle support, systems engineering and analysis, integration, network engineering, systems maintenance, testing, training, implementation, hardware/software installation, life cycle management, and documentation to support systems in a reporting enterprise.
- b. Experience providing support to maintain a stable, efficient, and productive system and environment.
- c. Experience performing software installation and updates, ensuring installations and updates are following cyber security instructions and requirements.
- d. Experience providing support to server and Disaster Recovery sites, and contingency plans to support operations in event of a Government shutdown, furloughs, emergencies, and critical situations.
- e. Experience providing support to collect requirements and make necessary changes to support integrating readiness reporting systems and data into the enterprise.
- f. Experience providing the necessary personnel to assist with Individual, Personnel, Supply, Training, and Ordnance Readiness reporting requirements.
- g. Experience conducting research and analysis to support the preparation of the Semi-Annual Report to Congress and performing day-to-day analytical tasks that include, but are not limited to, responding to Congressional Requests for Information, and helping with Legislative Proposals.
- h. Experience providing training to users of fielded systems, understanding, and relating to the users' operational environment and culture, and preparing training materials, making arrangements for training delivery (time, location, etc.), and conducting the training.

M.4. MATOC VOLUME 4 PAST PERFORMANCE (No Page Limit)

M.4.1. FACTOR 4: PAST PERFORMANCE

The Government will evaluate the offeror's record of past and current performance to ascertain the probability of successfully performing the required efforts to be procured under this MATOC. Offerors (and Teaming Subcontractor's) are requested to provide a Past Performance Questionnaire (PPQ) or Contractor Performance Assessment Reporting System (CPARS) for all projects submitted under Factor 3 Corporate Experience to demonstrate the most relevant past performance. Offerors (and Teaming Subcontractor's) are also allowed to provide other relevant past performance (CPARS and/or PPQs) consistent with all solicitation requirements, including cost, schedule, performance, and management of subcontractors. **Teaming Subcontractors are defined above in Section H.8.7.** A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the evaluation process. PPQs may be provided with the proposal or directly to the PRISM Points of Contact listed in section L.3.5.

Offerors are notified that in conducting the performance assessment, the Government will use data provided in the offeror's proposal and data obtained from other sources, such as the CPARS or similar systems. Each offeror will receive a performance confidence assessment rating based on the Offeror's Recent, Relevant, and Quality Assessment for their past performance record reviewed for this solicitation.

1. **Recency Assessment:** An assessment of the past performance information will be made to determine if the past performance records are recent. To be recent the record must be based on performance that took place within the last ten (10) years (of the proposal due date) ~~or is ongoing for at least one year prior to the proposal due date.~~
2. **Relevancy Assessment:** To be relevant, the effort must be a project submitted for one or more of the P&R Pool and/or MDoDS Pool functional areas in Factor 3, Corporate Experience, or similar in nature to one or more of those functional areas. The Government will conduct an evaluation of all recent performance information obtained to determine relevance. In determining relevance for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror, teaming partner, or subcontractor whose contract is being reviewed and evaluated. The past performance information provided in the proposal and obtained from other sources will be used to establish the relevance of past performance. If the prime contractor is relying on the past

performance of a subcontractor or teaming partner, to meet the requirements of this factor a **teaming commitment letter is required to be signed by both parties committing to the Base Period and 1st Option Year of this MATOC**. A relevance determination will be made resulting in a relevancy rating. There are four levels of relevancy as shown below.

PAST PERFORMANCE RELEVANCY RATINGS	
RATING	DESCRIPTION
Very Relevant	Present/past performance effort was recent and involved essentially the same scope, magnitude, and complexity as P&R Pool and/or MDoDS Pool functional areas outlined in Factor 3, Corporate Experience.
Relevant	Present/past performance effort was recent and involved similar scope, magnitude, and complexity as P&R Pool and/or MDoDS Pool functional areas outlined in Factor 3, Corporate Experience.
Somewhat Relevant	Present/past performance effort was recent and involved some of the scope, magnitude, and complexity as P&R Pool and/or MDoDS Pool functional areas outlined in Factor 3, Corporate Experience.
Not Relevant	Present/past performance effort was recent and involved little or none of the scope, magnitude, and complexity as P&R Pool and/or MDoDS Pool functional areas outlined in Factor 3, Corporate Experience.
No Record	Offeror has no record of past performance available to provide a relevancy rating.

3. **Quality Assessment:** The primary purpose of past performance is to determine an offeror's quality of past performance to assess the risk of successful performance on future contracts. The Quality Assessment is the final aspect of the past performance evaluation. This will assess the quality of the offeror's recent and relevant past performance by determining how well the contractor performed on the contracts. The Government will review all past performance information collected and determine the quality of the offeror's performance, the general trends, and the usefulness of the information and incorporate these into the performance confidence assessment. A separate quality assessment rating is not required; rather, the past performance confidence assessment rating is based on the offeror's overall record of recency, relevancy, and quality of performance. Government may review documented results from:

- Past Performance information provided by the offeror, as solicited.
- Past Performance information obtained from Past Performance Questionnaires (PPQ) tailored to the circumstances of the acquisition and
- Past Performance information obtained from any other sources available to the Government, to include, but not limited to, CPARS, Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), or other databases; the Defense Contract Management Agency; and interviews with Program Managers, Contracting Officers, and Fee Determining Officials.

Note, the quality assessment does not establish, create, or change the existing record and history of the offeror's past performance records; rather, the past performance evaluation process gathers information from customers on how well the offeror performed on those past contracts. Each offeror shall be assigned one of the ratings in the confidence ratings table below.

***Note:** Absent any recent and relevant past performance history or when the performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned, the offeror will be assigned an "neutral

confidence rating” and its proposal will not be evaluated either favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Although the Government may not rate an offeror that lacks recent, relevant past performance favorably or unfavorably regarding past performance, the Source Selection Authority may determine that a "Limited, Satisfactory or Substantial Confidence" past performance rating is worth more than a "Neutral confidence" past performance rating in determining the highest technically rated offerors.

PERFORMANCE CONFIDENCE ASSESSMENT	
RATING	DESCRIPTION
Substantial Confidence	Based on the offeror's recent and relevant past performance record, the government has a high expectation that the offeror will successfully perform work under this MATOC.
Satisfactory Confidence	Based on the offeror's recent and relevant past performance record, the government has a reasonable expectation that the offeror will successfully perform work under this MATOC.
Limited Confidence	Based on the offeror's recent and relevant past performance record, the government has a low expectation that the offeror will successfully perform work under this MATOC.
No Confidence	Based on the offeror's recent and relevant past performance record, the government has no expectation that the offeror will be able to successfully perform work under this MATOC.
Neutral Confidence	No recent/relevant past performance record is available, or the record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

M.5. MATOC VOLUME 5 – Systems, Certifications, and Clearances (No Page Limit)

An Acceptable Accounting System is mandatory for **all Prime offerors**. All other Systems, Certifications, and Clearances are not mandatory requirements; however, offerors who have these Systems, Certifications, and Clearances currently in place **are considered more favorably in accordance with the Technical Approach Evaluation Factor**. Systems, Certifications, and Clearances will be evaluated on an Acceptable/Unacceptable basis, to be included with the overall evaluation of Technical Approach.

The offeror shall include evidence of their Systems, Certifications, and Clearances as outlined in Section H.

- Tab A: Acceptable Accounting System (Required): The Offeror's Accounting System must be determined either acceptable or acceptable with a recommendation that a follow-on audit be performed after award of the PRISM MATOC contracts. DCAA is the sole agency responsible to make this determination. If the Offeror's Accounting System is determined unacceptable by DCAA, the Offeror is ineligible for a PRISM MATOC contract award. In making this determination, DCAA will decide whether an audit is necessary or not. Even if an Offeror's Accounting System has been previously audited and approved by DCAA, DCAA has the discretion to do a follow-on audit of a previously approved Accounting System. GSA reserves the right to not request a DCAA audit or not request a DCAA determination of an Offeror's Accounting System, if the Offeror is not otherwise eligible for award in accordance with Section M.
 - Offeror must submit the PRISM MATOC Attachment 4_Modified Preaward Survey (SF 1408).
- Tab B - Acceptable Estimating System (Optional): An estimating system is a system that includes policies, procedures, and practices for budgeting and planning controls, and generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards. Using an

acceptable estimating system for proposal preparation benefits both the Government and the contractor by increasing the accuracy and reliability of individual proposals. Cognizant audit activities, when it is appropriate to do so, shall establish and manage regular programs for reviewing selected contractors' estimating systems or methods, in order to reduce the scope of reviews to be performed on individual proposals, expedite the negotiation process, and increase the reliability of proposals.

- Offerors are encouraged to provide a current copy of an estimating system survey report, pursuant to FAR 15.407-5.
- Tab C - Forward Pricing Rate Agreements, Forward Pricing Rate Recommendations, and Documentation of Approved Billing Rates (Optional): A Forward Pricing Rate Agreement (FPRA) means a written agreement to make certain rates available during a specified period for use in pricing contracts or modifications.
 - If applicable, offerors are encouraged to provide a copy of their current Forward Pricing Rate Agreement, pursuant to FAR Part 42.17 and 15.407-3.
- Tab D - Approved Purchasing System (Optional): An approved purchasing system means the Contractor's purchasing system has been approved under a Contractor Purchasing System Review (CPSR) for efficiency and effectiveness with which the Contractor spends Government funds and complies with Government policy when subcontracting. Submission of evidence of an Approved Purchasing System is not mandatory but is preferred.
 - Offerors are encouraged to provide a copy of the most recent Contractor Purchasing System Review (CPSR) conducted by Defense Contract Management Agency (DCMA) or other cognizant Government administration office pursuant to FAR Part 44.3.
- Tab E - Teaming Commitment Letters (Required, if applicable): Teaming Commitment Letter(s) (TCL) establishes the relationship and commitments of performance when a Prime Contractor proposes the use of Subcontractor Corporate Experience, Key Personnel or Past Performance to meet the qualifications to be a PRISM Base Contract holder. A TCL is required to be signed by both the Prime and the Subcontractor.
 - Offerors are required to provide signed teaming commitment letters for teaming subcontractors or key personnel that are not employed by the prime contractor's company.
- Tab F - Security Clearances for Key Personnel (Optional): Only those Contractors that meet the required security clearance levels on individual task order solicitations are eligible to compete for such task orders.
 - Offerors are encouraged to provide evidence of security clearance levels for the key personnel submitted for factor 2. **Inclusion in KP resume, level of clearance and date of expiration is sufficient.**
- Tab G - Facility Clearance (Optional): A facility clearance level (FCL) is when a Contractor's facility is eligible for access to classified information at the Confidential, Secret, or Top-Secret level. If required at the task order level the Contractor, at its own expense, must maintain their FCL by the Defense Security Service (DSS) for the entire term of PRISM. If required for a task order, only those Contractors that meet a required FCL level will be eligible to compete.
 - Offerors are encouraged to provide copies of DD Form 441 or DD Form 441-1 showing current facility clearance level.

M.6. MATOC VOLUME 6 - COST/PRICE (No Page Limit, Except for Price Narrative)

M.6.1. Factor 6 Price Proposal.

MATOC Price Proposal (Tab A): The Price Factor will not be scored or rated. The offeror's response will be evaluated to determine fair and reasonableness by evaluating price reasonableness, price balancing and completeness for the proposed labor discipline rates in accordance with FAR 15.404-1 and the solicitation requirements. **Offerors are allowed to provide no more than a 1-page price narrative regarding the proposed MATOC pricing.**

In accordance with FAR 15.404-1(g), the Government has established a direct labor rate range for the PRISM Base Contracts that are, by definition, realistic, fair, and reasonable. Labor rates and proposal pricing outside of these

Government determined parameters may be ineligible for awards. All direct labor rates proposed for each LCAT shall be within the Government established labor rate range (Direct Labor Rate Range) as reflected in the PRISM Direct Labor Rate Range attachment. Additional LCATs may be negotiated and added prior to, and after the award of the MATOC, at the discretion of the PRISM CO. **Note: Direct Labor Rates are defined as unburdened labor rates for both the Primes and the Teaming Subcontractors proposing on this requirement.** The Prime is responsible for ensuring that the teaming Subcontractor provides a full and complete labor rate build that provides complete transparency for the direct labor rate component and each indirect rate applied to it.

Direct Labor rates proposed below the floor of each respective LCAT may be deemed unrealistic while those proposed above the predetermined ceiling rate may be determined to be not fair and reasonable. Proposals that contain the majority of the Prime and teaming Subcontractor Direct Labor Rates that fall outside of the predetermined range may not be evaluated further and may not be considered for award. Note that the labor rates established by the Government were derived from appropriately escalated historical unburdened labor rates, and based on a survey of data that may include but is not limited to: General Schedule (GS), Bureau of Labor Statistics (BLS), Economic Research Institute (ERI), Salary.com, in-house subject matter experts, and historical data. Offerors are allowed to provide, in their 1-page price narrative, a clear and convincing rationale to support indirect rates not generated from their acceptable accounting system.

1. The proposed labor rates will be evaluated for fair and reasonableness for each labor category in accordance with paragraphs below. Contractor is required to use the MATOC Price Labor Rates Template for the base year and all option years (see PRISM MATOC Attachment 3_Price Labor Rates) (Use Separate Sheet for Prime and Teaming Subcontractors). **Teaming Subcontractors are allowed to send their PRISM MATOC Attachment 3_Price Labor Rates directly to the PRISM Pool POCs as noted in Section L.**
2. For each Indirect rate, Offerors shall propose indirect rates according to their most current DCAA/DCMA approved billing rates and/or forward pricing rate recommendations and/or agreements, if available. If an Offeror does not have DCAA/DCMA approved billing rates and/or forward pricing rate recommendations and/or agreements, Offerors should provide indirect rates generated from their acceptable accounting system.

Caution: Offerors are strongly advised to provide clear and convincing rationale to support indirect rates not generated from their acceptable accounting system, otherwise the proposed indirect rate may not be considered fair and reasonable, and the Offeror may not be eligible for award regardless of technical score.

3. Binding Ceiling Rates: For each labor category the offeror shall provide cost element breakdown of Direct Labor, Fringe Benefits, Overhead, and General and Administrative (G&A) for the ceiling rate for that labor category. Ceiling rates will apply to all PRISM task orders, as applicable. All percentages and rates shall be rounded to two decimal places. Indirect rates may exceed the two decimals provided it is substantiated by an approved accounting system. *Note: Profit and/or fee shall NOT be included in the binding ceiling rates. Profit and/or fee will be negotiated at the task order level.
4. If applicable, pursuant to FAR 15.404-1(c)(2)(i) a verification of cost data or pricing data and an evaluation of cost elements will be conducted to include (A) the necessity for, and reasonableness of, proposed costs, including allowances for contingencies; (B) projection of the offeror's cost trends, on the basis of current and historical cost or pricing data; (C) reasonableness of estimates generated by appropriately calibrated and validated parametric models or cost-estimating relationships; and (D) the application of the audited or negotiated indirect cost rates, labor rates, and cost of money or other factors.
5. Unbalanced Pricing will be evaluated in accordance with FAR 15.404-1(g), as applicable, to assess if the rates of one or more items is significantly overstated or understated and the potential performance risk if rates are found to be unreasonable. Should the Government determine proposed rates are unrealistically low (an indication of "buy-in"), this will be considered a performance risk.
6. Evaluation of Options: Pursuant to FAR 52.217-5 the Government will evaluate the Base Rates and the Option Rates. Evaluation of options will not obligate the Government to exercise the option(s).

(END OF SECTION M)