Department of Commerce Enterprise Services-Acquisitions

Request for Quote (RFQ)

National Telecommunications and Information Administration (NTIA)

Federal Spectrum Data Systems (FSDS)

Information Technology Services

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1.0 General Instructions

The Department of Commerce (DOC), National Telecommunications and Information Administration (NTIA) intends to acquire necessary **new** services for its federal spectrum data system (FSDS) by awarding a Blanket Purchase Agreement (BPA) in accordance with FAR Subpart 8.4 This BPA will be awarded against GSA's Multiple Award Schedule (MAS), Special Item Number (SIN) 54151S IT Professional Services. The government will accept only quotes submitted by vendors under GSA MAS SIN 54151S. The Period of Performance shall consist of a 12-month base period and four (4) one-year option periods. The estimated value of this BPA will be $110M. Quotes shall be submitted via email to:

Agency Contact: Danielle Green, Contract Specialist/Contracting Officer
DGreen@doc.gov

Courtney Palmer, Contracting Officer
CPalmer@doc.gov

Quote Due Date:

- Phase 1 Submission: Noon Eastern Standard Time (EST) on **15 October 2024**,
  - An advisory notification will be provided following Phase 1 Submission.
- Phase 2 Submission: Noon Eastern Standard Time (EST) on **15 November 2024**,
  - Interactive Oral Briefings will be conducted following the Phase 2 Submission.

1.1 Brief Description of Services

The principal nature of the requirements in this solicitation are best described as services quoted by industries in the GMAS SIN 54151S, IT Professional Services. The services in this solicitation are best represented by Product and Service Code (PSC) code DA01, IT and Telecom—Business Application/Application Development Support Services. Services required under this BPA are to assist the NTIA with providing modern system of systems capabilities composed of user-capability areas that must be designed to reduce manual hands-on manipulations, where possible, and streamline and automate decision making. Solutions must be secure and promote efficiency and effectiveness of spectrum use through updated optimization and assessment applications. This requirement is for commercial services.

1.2 Vendor Composition

The government highly desires an approach of competing the requirements with a Contractor Team Arrangement (CTA) BPA and all subsequent task orders where a large business and small business (or multiple small businesses) team together. It is highly recommended that a small business performs at least 40% of the work under the CTA BPA.

The government is not mandating a specific relationship; however, the government intends to review and consider a Small Business Utilization as an evaluation factor.

For this BPA competition, vendors proposing as part of a CTA, shall not be proposed as part of another submitting team. For example, if a Quoter is included as part of a CTA submission it shall not be included as a partner of any kind for another quote submission.

1.3 Types of Orders

This CTA BPA provides for Firm-Fixed-Price (FFP), Labor-Hour (LH), Time & Material (T&M) task orders as well as hybrid orders which have a combination of FFP and LH or T&M contract line items (CLINs). Some task orders will also include Travel and Other Direct Cost (ODC) CLINs.

1.4 BPA Estimated Value

The CTA BPA's estimated dollar value, including all task orders to be placed under the CTA BPA, is $110M over the course of 5 years.

1.5 Obligation

This CTA BPA does not obligate any funds. Each task order placed against this BPA will obligate funds.

1.6 Acquisition Support Services

Representatives from the Federally Funded Research and Development Center (FFRDC), The Center for Enterprise Modernization (CEM), operated by The MITRE Corporation (MITRE), are assisting the government with this acquisition. This company will have access to all quotes and will be assisting the government in an advisory capacity. This company has a non-disclosure agreement (NDA) and Conflict of Interest (COI) agreements in place.

Additionally, in accordance with FAR 9.505-4, the representatives from the above company that have access to proprietary information in performing advisory and assistance services for the government and must agree with the proposing Quoters to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. The Contracting Officer shall obtain copies of these agreements and ensure that they are properly executed.

2.0 Communications and Questions

All communications and questions shall be made via email to the Agency Contact, Danielle Green at DGreen@doc.gov and Courtney Palmer at CPalmer@doc.gov.

The due date for communications and questions concerning this RFQ is **12:00 PM Eastern Standard Time (EST) on Friday, September 20, 2024**. Questions received after the cutoff date will generally not be considered.

3.0 Instructions to Quoters

For the purposes of this RFQ "Quoter" means a large or small business, including submission as part of a CTA that submits a quote in response to this RFQ. The small business concern may also be in the form of a Contractor Teaming Arrangement (CTA) as defined by the GSA. Contractor organizations that submit a quote will be referred to as a "Quoter".

This acquisition is conducted under FAR Subpart 8.4 Federal Supply Schedules. The government reserves the right to make award on initial quotations.

If the government decides to conduct exchanges and allow revisions of quotations, the government may elect to conduct exchanges from the most highly rated quotations or allow revisions from a subset of the most highly rated quotations, for administrative convenience, or with all the technically acceptable quotations. The government may conduct multiple rounds of exchanges on one quotation to resolve previously unresolved matters without reengaging quotations from other Quoters. The government may reject any or all quotations if such action is in the public interest and waive informalities and minor irregularities in quotations received.

3.1 Phased Procurement Approach and Intended Timeline

This procurement will be conducted in two phases in order to empower Quoters to make informed decisions on their investment of resources in their quote. Quoters must participate in both Phase 1 and Phase 2 to be considered for an award. The government intends to follow the timeline indicated in Table 1 Phased Procurement Intended Timeline.

Table 1 Phased Procurement Intended Timeline

EVENT	DATE
Phase 1 Submission Deadline	**15 October 2024**
Notification of Advisory Down-Select	**1 November 2024**
Phase 2 Submission Deadline	**15 November 2024**
Oral Briefings	**18-22 November 2024**

3.1.1 Phase 1 – Demonstrated Expertise and Prior Experience with Advisory Down Select

Phase 1 begins with the government's release of the final RFQ, includes submissions of Phase 1- Volume 1 Demonstrated Expertise and Prior Experience, and concludes with an advisory notification to Phase 1 Quoters. Following the government's evaluation of the Phase 1 required information, the contracting office will provide each Phase 1 Quoter with an official advisory notification letter via e-mail, informing on whether or not the Quoter is among the most highly rated. The advisory notice is advisory only. Any and all Quoters who participated in Phase 1 may choose to proceed to Phase 2.

The government intends to advise no more than three (3) Quoters to proceed to Phase 2 but may advise fewer than or more than three (3) Quoters at the government's discretion. The government does not intend to provide brief explanations after the completion of the advisory down-select notifications.

Phase 1 concludes with Quoters notifying the government of intent to proceed or not based on the advisory letter findings and the business decision of the quoter. Refer to the Advisory Down Select under Section 3.3 Phase 1 Instructions for the due date of this notice.

3.1.2 Phase 2 – Submission of Required Information to Award

Phase 2 begins following Quoter notifications to the government of intent to proceed to Phase 2. Following this notification the government will provide logistics information for Interactive Oral Briefing meeting date, time, and connection. Quoters will provide confirmation of government provided Interactive Oral Briefing logistics and the Quoter participants. Quoters will submit Phase 2 volume submissions and participate in virtual Interactive Oral Briefings which include Quoter led briefings and government led question and answer (interactive dialogue) segments. Phase 2 concludes with an award. Detailed instructions to the Quoter for Phase 2 are provided in sub-section 3.2 General Submission Instructions and 3.4 Phase 2 Instructions.

3.2 General Submission Instructions

1) Examine and follow all instructions. Failure to do so will be at the Quoter's own risk.

2) Address a complete solution for achieving the Technical Exhibit 1 Statement of Objectives for FSDS IT Services BPA.
3) Make all submissions of required information via email to the Agency Contact listed in *Section 1.0 General Instructions* (Danielle Green at DGreen@doc.gov and Courtney Palmer at CPalmer@doc.gov).
4) Submit its required information to the government no later than the submission due dates described in *Table 1 Phased Procurement Intended Timeline*.
5) Provide the submission of written volumes in PDF format. Text shall be presented on 8 ½ x 11- inch layout, in Arial, Calibri or Times New Roman typeface, no smaller than 12-point pitch, with 1-inch margins. 10-point fonts are acceptable for graphics, figures, tables, footnotes, and legends, however Quoters are not permitted to put an entire written response for any factor in table format in order to use the smaller afforded font. If the Government determines, in its sole discretion, that this has been done then it may reformat the document at the appropriate font size to determine what content meets the allowed page count.
6) Clearly separate required information and volumes from one another (separate files). Delineate parts and sub-parts within each volume with title pages.
7) **Provide all price information <u>only</u> in the Price Quote and Contractor Team Arrangement Agreement (as noted in section 3.4.6.2.) If price information is in non-price volumes (other than the Contractor Team Arrangement Agreement), cover letters, Interactive Oral Briefing or other non-price volumes then the Quoter may be precluded from further consideration.**
8) Address all of the elements described in the Instructions to Quoters and its subsections.
9) Ensure requested information is within Not to Exceed Page and Slide limitations. Slides or pages over the not to exceed limitation will be excluded from evaluation. Exceptions to the page and slide limitations are, cover letter, cover pages and title pages (if needed), lists of acronyms, lists of tables, lists of figures, and indices/tables of contents. Submit volumes as a zip file to avoid file and email size concerns.
10) For Factor 2 Technical Approach - Interactive Oral Briefings, the quoter is reminded to consider that the Interactive Oral Briefing is time-boxed and is encouraged to consider how many slides can be adequately covered during the oral briefing.
    a) The purpose of the session is for the quoter to verbally present the answers and to interact with the government personnel. Slides will serve as visual aids/talking points, will be evaluated together with the content of the oral briefing, and used by the government to develop questions for the Government led Q&A segments of the Interactive Oral Briefing. Slides are limited to a minimum font-size of 18, either Arial or Times New Roman. If there are graphics or tables included, then a font size no smaller than 12 is permitted. The slide size must be in Standard (4:3) format.
    b) The content of the oral briefing is being evaluated, including the slides, verbal/visual briefing, any question-and-answer responses. **Any material not presented at the oral briefing will not be considered in the evaluation regardless of if it was included in the slide deck**.
11) Cover Letter: All submissions of required information including notifications, volumes and confirmations are to include a signed and dated cover letter, limited to 2 pages, that states the following:
    a) RFQ number and name
    b) RFQ issuance date
    c) DOC issuing office and agency contact person

d) Describe who the Quoter is and its team, including teaming partner(s), joint venture participants, and/or other organizations
e) Acknowledgement of applicable amendments issued to the RFQ
f) Quotation validity period of at least 180 days
g) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation without exceptions. Any assumptions shall be identified.
h) A statement certifying that the proposed solution falls within the scope of the Vendor's referenced GSA Schedule Contract, to include contract number.
i) A statement certifying that the Teaming Partner's portion of the proposed solution (if applicable) falls within the scope of their GSA Schedule Contract, to include contract number
j) Name and address of Vendor submitting the quotation
k) Data Universal Numbering System (DUNS) Number & CAGE Code
l) Names and contact information (phone number and email) of persons authorized to negotiate on the Vendor's behalf with the government in connection with this solicitation
m) Signature by an individual identified persons authorized to negotiate on the Vendor's behalf with the government in connection with this solicitation

Table 2 Summary of Submission Instructions

Phase	Required Information	Not to Exceed Page or Slide Limit	Submission Due Date
Phase 1	Factor 1 - Demonstrated Expertise and Prior Experience Volume	11 pages	**Noon EST, 15 October 2024**
Phase 2	Factor – 2 Technical Volume		**Noon EST, 15 November 2024**
	• Part 1: FSDS Solution Approach Presentation	15 slides	
	• Part 2: Frequency Assignment and System of Systems Approach Presentation	15 slides	
	• Part 3: Management Approach Document	5 pages	
	• Part 4: Interactive Oral Briefing	Not Applicable (Topics are Parts 1-3)	**18-22 November 2024. One Day per Quoter, as scheduled by the government.**
Phase 2	Factor 3 – BPA Performance Work Statement (PWS) – Work Plan Volume	12 Pages	**Noon EST, 15 November 2024**
Phase 2	Factor 4 – Sample Task Order Approach Volume	8 Pages	**Noon EST, 15 November 2024**
Phase 2	Factor 5 - Small Business Utilization Volume		**Noon EST, 15 November 2024**
	Part 1: Small Business Utilization Approach	6 Pages	

Phase	Required Information	Not to Exceed Page or Slide Limit	Submission Due Date
	Part 2: Contractor Team Arrangement (CTA) Agreement (If applicable)	No limit	
Phase 2	Factor 6 - Price Quote Volume	No Limit	**Noon EST, 15 November 2024**

3.3 Phase 1 Instructions – Demonstrated Expertise and Prior Experience Volume – 11 Page Limit

The purpose of the Phase 1 required information, the Demonstrated Expertise and Prior Experience Volume, is solely for the government's evaluation of the Quoter for Factor 1 Demonstrated Expertise and Prior Experience to inform the Advisory Notification described in Section 3.1.1 Phase 1 – Demonstrated Expertise and Prior Experience with Advisory Down Select.

3.3.1 Phase 1 – Demonstrated Expertise and Prior Experience with Advisory Down Select.

1) Submit Demonstrated Expertise and Prior Experience Volume to the government as described in the General Submission Instructions and this sub-section.
2) Address all of the elements that follow ("the narrative").
    a) Areas of Demonstrated Expertise and Prior Experience
        i) Demonstrate expert-level experience participating in the Federal frequency assignment and Special Temporary Authorization processes, including Interdepartmental Radio Advisory Committee (IRAC) Frequency Assignment Subcommittee (FAS) responsibilities by:
            (1) Summarizing the demonstrated expertise and prior experience of your team that demonstrates an expert understanding of the Federal frequency assignment process, capabilities, and engineering analyses,
            (2) Describing your team's specific contributions to the design and implementation of spectrum engineering models and capabilities,
            (3) Identifying key potential areas for improvement and your approach for improving in the assignment process, data, capabilities, and engineering analyses.
        ii) Demonstrate expert-level experience conducting the federal spectrum certification process, including IRAC Spectrum Planning Subcommittee (SPS) responsibilities.
        iii) Demonstrate expert-level knowledge of spectrum management engineering analyses.
        iv) Demonstrate expert-level experience conducting similar software development projects by:
            (1) Summarizing the demonstrated expertise and prior experience of your team that demonstrates an expert understanding of Agile and DevSecOps software development life cycle methods and practices to implement and deliver high performance, federally cybersecurity compliant, and extensible, forward-looking software.
            (2) Describing your team's specific contributions to the design and implementation of a Zero Trust architecture in a cloud environment.

(3) Describing your team's experience transitioning legacy complex business systems to modernized capabilities to minimize or eliminate system disruption and data compromise.

b) Next, describe prior experience on no more than three (3) projects during the last three (3) years (from date of proposal submission date) where the Quoter's contract team (the prime, teaming partner, or Joint Venture) served as the prime or subcontractor contractor specifically focused on the areas of expertise listed in item *a) Areas of Demonstrated expertise and prior experience , above. The Q*uoter may use prior experiences in which they served at a prime or subcontractor; however, experience as a prime may instill higher confidence. **Performance duration for each project must be at least one full year and some or all of the period of performance complete.**

i) Provide the following associated information on the three (3) projects referenced in the narrative. For each project, the Quoter should include:

(1) Brief scope of work
(2) Period of performance
(3) Contract ceiling/agreement estimate and total obligated values
(4) Customer
(5) Role as prime contractor or subcontractor
(6) Reference Point of Contacts (POC): Name, email, phone number, and role within the Demonstrated Expertise and Prior submission of the Contracting Officer's Representative (COR) or equivalent, and the Program Manager (PM) or equivalent individual (not the Contracting Officer). This can be federal or non- federal.
(7) Identify the Quoter's role (prime vs. subcontractor) in all the prior experience projects submitted. Quoters are encouraged to include details in their narratives addressing these.

The government may contact the Reference POC to confirm the level and quality of the demonstrated expertise and prior experience submissions. In addition, the government reserves the right to review any information contained within the Contractor Performance Assessment Reporting System (CPARS) or any other Government system, source, or individual. Provide Representation (s and Certificates IAW FAR 52.212-3(This is not included in the page for this section).

Quoter Onus: The onus is solely on the Quoter to describe their demonstrated expertise and prior experience in a way that the Government may evaluate its confidence in the Quoter's ability to successfully perform the work. The Government will evaluate the submitted demonstrated expertise and prior experience holistically and comprise one Confidence Interval Rating (See Solicitation Section 4.1 "Demonstrated Expertise and Prior Experience Evaluation Methodology").

Advisory Down Select

It is the Government's intent to provide Advisory Down Select Letters as soon as possible after the completion of Phase I. Quoters will receive an official advisory notification letter via e-mail from the Contracting Officer. This notification will advise the Quoter of the Government's advisory recommendation to proceed or not to proceed with Phase 2 submission. Quoters who are rated most highly for Phase 1 will be advised to proceed to Phase 2 of the RFP process. Quoters who are not among **the highest rated** will be advised that they are unlikely to be viable competitors, along with the general basis for the Government's advisory recommendation. As this is an advisory notice only, any and all vendors who participated in Phase I may choose to proceed to Phase 2.

- The intent of the advisory notification is to minimize development and other costs for Quoters

with little or no chance of receiving an award. Quoters who are advised not to proceed may elect to continue their participation in the procurement.
- The Government intends to advise no more than three Quoters to proceed to Phase II, but the Government may advise fewer than or more than three Quoters at the Government's discretion.
- Phase 1 - Factor 1 is more important than Phase 2 - Factors 2-5.
- Requested Brief Explanations will not be given to Vendors who choose not to proceed to Phase

No later than 72 hours after the issuance of the Advisory Notice, the Quoter's notice of intent to participate in Phase 2 (See Phase 2 Instructions) shall be received via email to Dgreen@doc.gov and CPalmer@doc.gov. Quoters who do not submit their notice of intent to participate in Phase 2 shall be deemed non-responsive and removed from consideration. The Government does not intend to provide additional details after the completion of the advisory down select notifications. Failure to participate in Phase 1 of the procurement precludes an Quoter from participating in Phase 2.

3.4 Phase 2 Instructions

3.4.1 Notification of Intent to Proceed to Phase 2

1) All Quoters who choose to proceed with a Phase 2 submission:

The government will notify the Quoter's single point of contact of its Interactive Oral Briefing date, time and meeting connection information within 3 business days of receipt of the Quoter's intention to proceed to Phase 2.

3.4.2 Confirmation of Interactive Oral Briefing Logistics and Participants

1) Provide confirmation that the Quoter is prepared to participate in the virtual Interactive Oral Briefing at the government's specified date, time, and location. Failure to confirm Interactive Oral Briefing logistics and participants as instructed and by the deadline may preclude the Quoter from a Interactive Oral Briefing. Submit the confirmation via email in an MS Word document or PDF to the contacts listed under Section 3.2 General Instructions, item 1) and by the deadline indicated in Table 2 Summary of Submission Instructions.
2) The confirmation must include:
   a) The Quoter's confirmation that it will present its Interactive Oral Briefing on the date and time provided by the government.
   b) The Quoter's list of eight (8) participants at the Quoter's discretion, to include:
      i) Full Name
      ii) Title
      iii) BPA and Sample Task order Role (if applicable)
      iv) Organization
      v) Email Address (for purposes of the electronic meeting invitation)
3) The confirmation must also include the Quoter's acknowledgement that it is solely responsible for inclusion and participation of its proposed subcontractors, teaming partners, oral briefing participants, and the ramifications of these actions. .
4) Quoter participants for the Interactive Oral Briefings shall be limited to eight (8) total participants. The Quoter is encouraged to include its proposed BPA and Sample Task Order leads and its experts who will be responsible for the different parts of the scripted briefings (if awarded), to ensure the experts are available to present and answer the government's questions.

Web links to the Quoter specific Interactive Oral Briefing shall not be shared with anyone other than the government's authorized participants and the Quoter's eight (8) participants from step 2) b) above, and shall be treated as procurement sensitive information.

3.4.3 Technical Volume

The Technical Volume is organized into four parts, including three written parts and an Interactive Oral Briefing part. All parts together provide the basis for evaluation of the Technical Approach Factor.

1) Include in the written Technical Volume the following parts.
   - Part 1: FSDS Solution Approach Presentation
   - Part 2: Frequency Assignment and System of Systems Approach Presentation
   - Part 3: Management Approach Document
2) Submit the Technical Volume Parts 1-3 via email to the agency contact listed under *Section 3.O General Instructions* and by the deadline indicated in *Table 2 Summary of Submission Instructions.*

3.4.3.1 Part 1: FSDS Solution Approach Presentation – 15 Slides Limit

1) Describe the Quoter's approach and design for a modernized solution that achieves the entirety of the FSDS BPA SOO (Technical Exhibit 1). Include aspects of the solution that demonstrate that the Quoter understands the requirement, has a sound approach, and will be successful in performing the contract. The response should include lifecycle processes and technologies, security topics, functionality topics, data topics, collaboration and buy-in topics, and capability transition topics.
2) Provide a high-level roadmap and a technical architecture for achieving the FSDS BPA SOO.

3.4.3.2 Part 2: Frequency Assignment and System of Systems Approach – 15 Slides Limit

Use the following hypothetical scenario to complete this Part.

Hypothetical Scenario

The IRAC has advised, and NTIA approved, a new regulation stating frequency proposals in a specific federal frequency band may be automatically assigned by the NTIA, if the following conditions are met:

- A new interference prediction model (i.e., the hypothetical Federal Interference Prediction Service (FIPS)) predicts no interference between the new proposal and existing assignments in the unclassified government Masterfile (GMF) database. However,
  - Detailed technical requirements for the FIPS model exist, but the FIPS service has not been developed or deployed.
- The transmitter equipment used in the frequency proposal must reference a corresponding approved Certification of Spectrum Support, and the Certification of Spectrum Support must contain a new hypothetical data field called "data field X" in support of the automatic assignments. (Data field X is needed as input to FIPS.) However,
  - Data field X is not collected by the current spectrum certification process or by the current spectrum certification IT system (i.e., the Equipment Location Certification Information Database (EL-CID) Online)
  - As-is data in a frequency proposal (i.e., the equipment nomenclature field) cannot reliably be used by automation to identify the corresponding Certification of Spectrum Support.

Your company is tasked to (1) replace the existing NTIA Frequency Assignment IT systems including implementing the automatic assignment capability, and (2) take all actions necessary to ensure alignment of these IT changes with spectrum business processes and policies, spectrum data, and spectrum stakeholder expectations. NTIA's timeline for transition and user adoption timeline is aggressive in order to achieve program objectives.

1) Describe how the functionality of the proposed solution would be delivered to address this hypothetical scenario, and the approach to modify, tailor, configure and support the solution after delivery.
2) Describe the frequency assignment process based on the proposed to-be architecture, as follows.
   a) Provide two step-by-step process descriptions. Each step-by-step process description must begin at frequency proposal authoring and end at NTIA distribution of the approved frequency assignment,
      i) first, describe the processing of a proposal that is not automatically assigned and,
      ii) second, describe the processing of a proposal that is automatically assigned.
   b) At each step,
      i) describe the step from the spectrum stakeholder/user perspectives (i.e., NTIA, IRAC member, and requestor),
      ii) identify the IT component(s) and data from the Quoter's to-be architecture in Part 1 that executes or supports the step,
      iii) describe the specific IT capabilities/functionality that supports the step, and
      iv) describe related interfaces and information exchanges that enable or occur during the step, including between subsystems.
   c) Within or after the process descriptions,
      i) identify the specific actions required to ensure alignment of IT changes with spectrum business processes, spectrum data, spectrum certification (as pertinent), and spectrum stakeholder expectations;
      ii) describe how the proposed solution addresses missing or incorrect data;
      iii) describe the controls that can be placed on automatic assignment conditions;
      iv) describe visualization capabilities regarding tracking request status, displaying analytic results, and other visualizations that improve decision making;
      v) describe improvements to data or engineering analysis tools that would improve execution and mitigate issues resulting from computational load;
      vi) describe how the solution enables the accurate, trusted and repeatable prediction of harmful interference, and facilitates frequency nomination;
      vii) describe how the approach integrates capabilities into a system of systems;
      viii) if the proposed solution includes COTS, GOTS, SAAS, describe the quoter's approach to meeting requirements not covered in the "out-of-the-box" solution.

3.4.3.3 Part 3: Management Approach – 5 Page Limit

1. Describe the Quoter's management functions and organizational capabilities for achieving the FSDS BPA SOO (Technical Exhibit 1). Include the following elements.
   a. Ability for both teaming partners to maintain an FCL of Secret (or higher) for the duration of the Period of Performance.
   b. BPA management processes and organization chart
   c. Quality management system, quality control process.
   d. Roles for subcontractors/partners and the tools and processes for integration of the team.

3.4.3.4 Part 4: Interactive Oral Briefing

The government will only consider the Quoters' written documentation as submitted in the Technical Approach Parts 1-3 described above, and its verbal and visual articulations during the virtual Interactive Oral Briefing. Other supplementary material will not be considered unless directed by the government. For example, if a Quoter articulates "please see the supplement we sent you this morning for an explanation of our risk management practices" the government will not consider the supplement. In this example, the Quoter is expected to brief the risk management practices that are pertinent.

The government does NOT intend to ask questions about information contained in a Quoter's submission for Phase 1 as evaluation of Phase 1 submissions will be completed prior to Phase 2's Interactive Oral Briefings.

Only Quoters who participated in Phase 1 and also submitted complete Phase 2 required information as instructed will be considered for the Interactive Oral Briefings.

The government may request the Quoter participate in a connectivity check prior to the Interactive Oral Briefing. Failure to do so is at the Quoter's risk.

The Interactive Oral Briefing does not constitute discussions. Discussions are a FAR Part 15 term (15.306) which this procurement does not follow nor does this procurement import any other FAR Part 15 procedures. The government will not ask questions that will invite or allow the Quoter to change its quote. Everything that occurs within the confines of the briefing is part of the briefing. The briefings are distinct from the government's reserved right to conduct exchanges.

The government may video and/or audio record the briefings at its sole discretion.

The government is not required to delay the start of the session if anyone from the Quoter's team is late or experiencing individual technical difficulties. The oral presentation may be recorded by the government. The recording is source selection sensitive and will be handled accordingly.

The government or its designee will serve as the official timekeeper for time-limited segments and events described in *Table 3 – Interactive Oral Briefing Schedule*. The government timekeeper intends to provide a one-minute notice of expiring time. Once the government timekeeper concludes time has expired, then the Quoter is not permitted to make any further statements as they may be disregarded by evaluators. Following the Quoter's presentation of each Part, there will be time for the government to ask a series of pointed questions to enable the government team to better understand how the proposed solution meets the evaluation criteria for this presentation part. The government will tailor questions for each Quoter, based on the specific solutions and ideas presented during the vendor-led presentation period. The government's questions will not encroach in the Quoter's time limitation.

Quoters are highly encouraged to have their proposed subject matter experts, engineers, and technical specialists lead the Interactive Oral Briefing.

1) The Quoter must adhere to the following instruction for the Interactive Oral Briefing.
   a) Brief the content of its Technical Approach Volume and provide verbally and/or visually any context, clarifications, demonstration, examples, or corrections to inform the government of its capabilities. The application of demonstrations and other examples is encouraged.
   b) Provide any augmented information, demonstrations, or enhancements to its Phase 2 submission **ONLY** verbally and/or visually in the Interactive Oral Briefing.
   c) Adhere strictly to the time limitations described in Table 3 – Interactive Oral Briefing Schedule. Once time is up, the proposal presentation will cease, and schedule will continue to the next segment.

Table 3 - Interactive Oral Briefing Schedule

Segment	Event	Event Length* (hr:mins)	Estimated Start Time* (EST)
Sign in, Communications Checks, and Participant Identification		0:10	0800
Government-led Welcome/Kickoff		0:05	0810
Vendor Introduction of Quoter Team and briefing participants		0:05	0815
Brief Part 1 FSDS Solution Approach Presentation	Quoter-led Presentation/Demonstration	Up to 1:00	0820
Government Only Caucus		Up to 0:20	0920
Government Led Q&A		Up to 0:30	0940
Break		0:10	1010
Brief Part 2 Frequency Assignment and System of Systems Approach Presentation	Quoter-led Presentation/Demonstration	Up to 1:20	1020
Government Only Caucus		Up to 0:20	1140
Government Led Q&A		Up to 0:30	1200
Lunch		0:50	1230
Parts 1-3 Government Only Caucus		Up to 0:20	1320
Parts 1-3 Government Led Q&A		Up to 0:30	1340
Break		0:10	1410
Parts 1-3	Government-led Q&A	Up to 0:30	1420

d) The composition of a Quoting team shall not appear in multiple Interactive Oral Briefings. No company is permitted to attend more than one Oral Briefing.
e) Be mindful and solely responsible for inclusion and participation of its proposed subcontractors, teaming partners, oral briefing participants, and the ramifications of these actions.
f) Ensure that its proposed lead personnel for the BPA and Sample Task Order and other Quoter named participants (reference section 3.4.2) attend the briefings. The Quoter is expected to be able to answer any questions during the government-led Q&A (see Table 3 – Interactive Oral Briefing Schedule).
g) Quoter participants shall not reach back, by phone/conference bridge, e-mail, or any other means, to any other personnel or persons or Artificial Intelligence capabilities for assistance during the oral briefing. AI can be demonstrated if it is part of the Quoter's technical approach.
h) By participating in the oral briefing, the Quoter acknowledges that it is in full compliance with all solicitation terms and conditions, in accordance with applicable laws and statutes.
i) Video or audio recording of the briefing by Quoters is strictly prohibited.

Quoter Onus: The onus is solely on the Quoter to describe their technical approach to include the written parts and Interactive Oral Briefing part of quoter-led briefings and government led question and answer sessions in a way that the Government may evaluate its confidence in the Quoter's ability to successfully perform the work. The Government will evaluate the submitted technical approach to include the written parts and Interactive Oral Briefing part of quoter-led briefings and government led question and answer sessions holistically and comprise one Confidence Interval Rating (See Solicitation Section 4.2 "Phase 2, Factor 2 - Technical Evaluation Methodology").

3.4.4 BPA Performance Work Statement – Work Plan - 12 Page Limit

The purpose of the BPA Performance Work Statement (PWS) is for the government's evaluation of the Quote for Factor 3 BPA Performance Work Statement and to inform the final BPA.

1. Submit a BPA-level, results-oriented PWS for achieving the Technical Exhibit 1 Statement of Objectives for FSDS IT Services BPA. The PWS must be in clear and specific terms with quality metrics in a performance requirements summary for measurable outcomes to achieve performance objectives.
2. Identify the Team Lead and Team Partner from the Contractor Teaming Arrangement for each task area.
3. Submit with its proposed PWS any updates to the tables from SOO Attachment A – Standardized Security Language for Access to Classified Information, Section 2 Security Requirements and Section 7 Personnel Clearance Level. The updated SOO Attachment A tables are not included in the page count.
4. Provide completed form DD254s (Technical Exhibit 2) for both CTA partners. The DD-254 is not included in page count.

Quoter Onus: The onus is solely on the Quoter to describe their Performance Work Statement in a way that the Government may evaluate its confidence in the Quoter's ability to successfully perform the work. The Government will evaluate the submitted Performance Work Statement holistically and comprise one Confidence Interval Rating (See Solicitation Section 4.3 "Phase 2, Factor 3 – BPA Performance Work Statement – Work Plan - Evaluation Methodology").

3.4.5 Sample Task Order Approach Volume - 8 Page Limit

The purpose of the Sample Task Order Approach Volume is for the government's evaluation of the Quote for Factor 4 Sample Task Order Approach for the initial task work under the FSDS BPA.

1. Submit a task order-level, results-oriented PWS for achieving the Technical Exhibit 6 Statement of Objectives for FSDS IT Services – Task Order 0001. The PWS must be in clear and specific terms with task areas, deliverables and also quality metrics in a performance requirements summary for measurable outcomes to achieve performance objectives.
2. Identify the Team Lead and Team Partner from the Contractor Teaming Arrangement for each task area in this task order PWS.
3. Not required at this time are the task order level DD-254 and update of tables in the Standardized Security Language for Access to Classified Information, Section 2 Security Requirements and Section 7 Personnel Clearance Level.

Quoter Onus: The onus is solely on the Quoter to describe their Sample Task Order Approach in a way that the Government may evaluate its confidence in the Quoter's ability to successfully perform the work. The Government will evaluate the submitted volume holistically and comprise one Confidence Interval Rating (See Solicitation Section 4.4 "Phase 2, Factor 4 - Sample Task Order Approach - Evaluation Methodology").

3.4.6 Small Business Utilization Volume – 6 Page Limit

The small business utilization volume addresses Quoters' commitment to using small businesses in the performance of the BPA, whether through joint ventures or contract teaming arrangements (CTA's). It includes Part 1 - Small Business Utilization Approach and Part 2 Contract Teaming Arrangement.

3.4.6.1 Part 1 Small Business Utilization Approach (6 pages)

1. Define the targeted extent of participation of small business in terms of the total value of the BPA annually (for the base period and each option year).
2. Describe how, over the BPA's period of performance, the small business capabilities will be increased and prime responsibilities of specific in-scope services and/or task areas will be transitioned to the small business.
    a. Identify specific activities targeted for the small business in the base period.
    b. Identify specific activities for targeted transition from the large business to the small business partner each year, over the life of the BPA.
3. Describe how the Quoter will manage, monitor and report to the government its progress in meeting the extent of participation of small business and increasing the small business capabilities and transitioning prime responsibilities to the small business.
4. Provide the Contract Team Arrangement agreement document between teaming partners, developed solely by the team partners and submitted to the buyer, if submitting as a CTA. If a CTA is not applicable to the Quote, the Quoter shall indicate that a CTA is not applicable. Reference the recommended elements for a teaming arrangement at Team up with other MAS contractors | GSA.

Quoter Onus: The onus is solely on the Quoter to describe their small business utilization in a way that the Government may evaluate its confidence in the Quoter's ability to successfully perform the work. It is highly recommended that a small business performs at least 40% of the work under the CTA BPA. The Government will evaluate the submitted small business utilization holistically and comprise one Confidence Interval Rating (See Solicitation Section 4.5 "Phase 2, Factor 5 - Small Business Utilization - Evaluation Methodology").

3.4.6.2 Contractor Team Arrangement (CTA) Agreement (if Applicable) – no page limit

The CTA Agreement document is developed solely by the team partners and submitted to the buyer as part of the response to the solicitation. GSA recommends, at a minimum (additional items may be added by the team to ensure a clear and concise document), the following items be addressed in the agreement:

- Duration of the agreement. Define the duration of the partnering agreement, identify any options, and describe how each option will work.
- Team Leader. Provide detailed outline of Team Leader responsibilities and specify the contractor who will perform as the Team Leader. If the Team Leader will change throughout the order performance period, the document should describe the reasons for such changes and how the Team Leader will be designated during order performance.

- Team Members. Specify the responsibilities of each Team Member and any limitations on those responsibilities.
- Communications. CTAs should outline points of contact for each Team Member (contractor). Since the government has privity with all Team Members, the buyer may communicate directly with CTA Team Members.
- Invoicing and Payments. Designate team responsibilities for invoicing and payment. The CTA document should clearly indicate that all Team Members agree to the method of payment. The CTA Agreement should acknowledge that the Team Members, without any involvement by the government, would resolve any dispute involving the distribution of payment between the Team Leader and the Team Members.
- Legal Relationship. The CTA document must not create a joint venture or separate subsidiary. Each Team Member is operating as a "prime" for the portion of work they are performing.
- Delivery responsibility. State whether the Team Leader or each member is responsible for a particular part of the project, so that delivery responsibility is clearly established.
- Confidential information. Identify any proprietary information and specify how such proprietary information and related rights will be managed.
- Identification of parties. The CTA Agreement should:
    - Be documented in writing and signed by each participating GSA Schedule contractor
    - Identify each member of the CTA by name, address, GSA Schedule contract number, and Point of Contact (POC)
    - State the name and address of the ordering activity
    - State that the agreement is solely between the team members
- Conflicting Terms. The CTA Agreement shall not conflict with the terms and conditions of each team member's FSS contract. In the event of a conflict, the FSS contract shall take precedence.
- Specific team activities. State the various types of activities that will be incorporated into the team arrangement and identify who is primarily responsible for each identified activity.
- Independent contractors. The CTA Agreement should state that all Team Members remain independent contractors, responsible for their own employees.
- Replacement of team members. Address the circumstances and procedures for replacement of Team Members, including the Team Leader, and should state that the team must obtain the approval of the ordering activity prior to replacing any team member after receipt of an order.
- Performance evaluation. Clarify under whose name the government should evaluate performance in CPARS. FAR 8.406-7 requires ordering activities to enter evaluations in CPARS for all orders exceeding the Simplified Acquisition Threshold (SAT).
- Reporting of sales and Industrial Funding Fee (IFF) payment responsibility. Specify that each team member is responsible for tracking and reporting its own sales IAW the terms and conditions of the FSS contract and for paying the related IFF.
- Pricing. Specify unit prices or hourly rates and how pricing is calculated; list the supplies/services and pricing, including any team lead task management pricing, if applicable; note that all prices charged to the buyer must be at or below the applicable contractor's FSS contract prices; and explain how any order incentives or fees will be divided within the team if applicable.
- Liabilities. Document each Team Member's responsibilities and performance requirements, so that liability is clearly established.
- Ordering procedures. Document how the team will handle processing orders from the government.

3.4.7 Price Quote Volume – No Limit

- Provide a CTA BPA price quote that reflects its proposed solution, including proposed labor categories and any proposed non-labor line items (e.g. commercial-off-the-shelf software, platform-as-a-service, software-as-a-service), and travel needed to achieve government's Mission Needs, Program Goals and In-Scope Services described in Technical Exhibit 1 – Statement of Objectives. Quoters should provide a GSA Rate Card consisting of all LCATs for this BPA for the base period and option periods along with the discounts on an excel spreadsheet. The price quote must include fully burdened fixed hourly rates and capture any required Other Direct Costs (ODCs) and Travel, if applicable, by year for five full years. The Quoter shall provide a rate card on an excel spreadsheet along with discounts and annual percentage escalation, broken out into annual pricing (quote pricing for the BPA). The Quoter must describe its assumptions, constraints and exceptions to the pricing as it relates to the mix of labor categories proposed for the BPA. The quoter must provide pricing as it relates to the labor categories proposed for the Sample Task Order (Technical Exhibit 6) using the price worksheet (Technical Exhibit 9) included in this acquisition package.

4.0 Evaluation Criteria

The government intends to issue a Blanket Purchase Agreement to the Quoter whose solution represents the best value to the government, considering both price and non-price factors. The Factors are listed in descending order of importance. The government will use a best value trade off process; thus, the Government may award to other than the lowest priced Quoter or other than the Quoter with the highest rated technical proposal. Each Quoter's total evaluated price will be traded off against the Quoter's technical portion of the proposal, to determine the overall best value to the Government, if needed. The best value is represented by the most advantageous offer, price and non-price factors considered. Evaluation factors 1-5 are listed in descending order of importance below and detailed evaluation criteria are defined in Sections 4.1 – 4.6. The non-price factors (Factors 1,2,3,4, & 5), when combined, are more important than price (Factor 6). Among the non-price factors, Factor 1 is most important.

- Phase 1
  - Factor 1: Demonstrated Expertise and Prior Experience (most important, basis of advisory notice)
- Phase 2 –
  - Factor 2: Technical
  - Factor 3: BPA Performance Work Statement – Work Plan
  - Factor 4: Sample Task Order Approach
  - Factor 5: Small Business Utilization
  - Factor 6: Price

Based upon the results of the integrated assessment of the non-price and price factors, the government may make an award to other than the lowest-priced Quoter or the Quoter with the highest technical rating if the Government determines that to do so would result in the best value to the government.

Quoters whose quotes do not follow all instructions in Section 3.0 Instructions to Quoters may be deemed "Non-Responsive" and disqualified from further evaluation. Lack of participation in Phase 1 precludes an Quoter from being considered in Phase 2. Additionally, the following specific conditions may preclude a quote from further consideration:

- Inclusion of price or cost information outside of the Price Volume, such as on cover sheets, in non-price volumes or in the Interactive Oral Briefing.

- Late or incomplete submission of required information.
- Lack of preparation for or no-shows to the Interactive Oral Briefings.
- Not following the Interactive Oral Briefing instructions and schedule.

4.0.1 – Evaluation Confidence Ratings and Methodology

The evaluation of each non-price factor (Factors 1, 2, 3, 4 & 5) may be done holistically with a rating scale of "high confidence," "some confidence," and "low confidence," representing the Government's confidence that the Quoter understands the requirement and will be successful in performing the work per factor. The Government may consider the submission contents of each factor to inform its confidence.

In addition to aspects of the Quoter's quote that meet or exceed objectives, increased confidence may be given if the quote provides an approach that demonstrably improves the efficiency, quality, and/or effectiveness of NTIA's spectrum IT systems.

4.1 Phase 1, Factor 1 – Demonstrated Expertise and Prior Experience Evaluation Methodology

In the exercise of its reasonable discretion, DOC will assign a demonstrated expertise and prior experience confidence rating using the confidence descriptions below based on its holistic assessment of an Quoter's demonstrated expertise and prior experience. Quoters will be evaluated on the quality of demonstrated expertise and prior experience in meeting the requirements in the SOO. The contracts **must** have been completed within the last three (3) years and at **least one full year and some or all of the period of performance complete** by the Phase I submission closing date. The evaluation of demonstrated expertise and prior experience will focus on work performed on projects of a similar scope and complexity of this requirement.

Confidence Interval	Confidence Interval Description
High Confidence	Based on the Quoter's recent (within the last three (3) years and at **least one full year and some or all of the period of performance complete** by the Phase I submission closing date) and demonstrated expertise and prior (similar in scope and complexity of this effort) experience, the Government has a **high** confidence that the Quoter will successfully perform.
Some Confidence	Based on the Quoter's recent (within the last three (3) years and at **least one full year and some or all of the period of performance complete** by the Phase I submission closing date) and demonstrated expertise and prior (similar in scope and complexity of this effort) experience, the Government has **some** confidence that the Quoter will successfully perform.
Low Confidence	Based on the Quoter's recent (within the last three (3) years and at **least one full year and some or all of the period of performance complete** by the Phase I submission closing date) and demonstrated expertise and prior (similar in scope and complexity of this effort) experience, the Government has a **low** confidence that the Quoter will successfully perform.

4.2 Phase 2, Factor 2 –Technical Evaluation Methodology

In the exercise of its reasonable discretion, DOC will assign a confidence rating using the confidence descriptions below based on its holistic assessment of the Quoter's response to the technical approach to include the written parts and Interactive Oral Briefing part of quoter-led briefings and government led question and answer sessions for Federal Spectrum Data (FSDS) Information Technology Services requirements. Quoters will be evaluated on the quality of its response based on the completeness, demonstrated understanding of the requirement, soundness of the technical approach, and the extent of government intervention anticipated by the evaluators for successful contract performance.

Confidence Interval	Confidence Interval Description
High Confidence	The Government has **high** confidence that the Quoter understands the requirement, proposes a sound technical approach to the Federal Spectrum Data (FSDS) Information Technology Services requirement, and will be successful in performing the contract with **little or no** Government intervention.
Some Confidence	The Government has **some** confidence that the Quoter understands the requirement, proposes a sound technical approach to the Federal Spectrum Data (FSDS) Information Technology Services requirement, and may be successful in performing the contract with **some** Government intervention.
Low Confidence	The Government has **low** confidence that the Quoter understands the requirement, proposes a sound technical approach to the Federal Spectrum Data (FSDS) Information Technology Services requirement, and will be unsuccessful in performing the contract **even with** Government intervention.

4.3 Phase 2, Factor 3 – BPA Performance Work Statement – Work Plan – Evaluation Methodology

In the exercise of its reasonable discretion, DOC will assign a BPA Performance Work Statement – Work Plan confidence rating using the confidence descriptions below based on its holistic assessment of the Quoter's BPA PWS – Work Plan Volume. Quoters will be evaluated on the quality of technical approach proposed BPA PWS in meeting the Technical Exhibit 1 Statement of Objectives. The evaluation will consider the quoter's BPA Performance Work Statement – Work Plan volume's completeness, demonstrated understanding of the requirement, soundness of the technical approach, and the extent of government intervention anticipated by the evaluators for successful contract performance.

Confidence Interval	Confidence Interval Description
High Confidence	The Government has **high** confidence that the Quoter understands the requirement, proposes a sound technical approach to the Federal Spectrum Data (FSDS) Information Technology Services requirement, and will be successful in performing the contract with **little or no** Government intervention.
Some Confidence	The Government has **some** confidence that the Quoter understands the requirement, proposes a sound technical approach to the Federal Spectrum Data (FSDS) Information Technology Services requirement, and may be successful in performing the contract with **some** Government intervention.
Low Confidence	The Government has **low** confidence that the Quoter understands the requirement, proposes a sound technical approach to the Federal Spectrum Data (FSDS) Information Technology Services requirement, and will be

	unsuccessful in performing the contract **even with** Government intervention.

4.4 Phase 2, Factor 4 – Sample Task Order Approach - Evaluation Methodology

In the exercise of its reasonable discretion, DOC will assign a Sample Task Order Approach confidence rating using the confidence descriptions below based on its holistic assessment of the Quoter's Sample Task Order Approach Volume. Quoters will be evaluated on the quality of its Sample Task Order Approach in meeting the objectives in the Technical Exhibit 6 FSDS Statement of Objectives – Task Order 0001. Evaluation will consider the volume completeness, demonstrated understanding of the requirement, soundness of the technical approach, and the extent of government intervention anticipated by the evaluators for successful contract performance.

Confidence Interval	Confidence Interval Description
High Confidence	The Government has **high** confidence that the Quoter understands the requirement, proposes a sound technical approach to the Federal Spectrum Data (FSDS) Information Technology Services requirement, and will be successful in performing the contract with **little or no** Government intervention.
Some Confidence	The Government has **some** confidence that the Quoter understands the requirement, proposes a sound technical approach to the Federal Spectrum Data (FSDS) Information Technology Services requirement, and may be successful in performing the contract with **some** Government intervention.
Low Confidence	The Government has **low** confidence that the Quoter understands the requirement, proposes a sound technical approach to the Federal Spectrum Data (FSDS) Information Technology Services requirement, and will be unsuccessful in performing the contract **even with** Government intervention.

4.5 Phase 2, Factor 5 - Small Business Utilization - Evaluation Methodology

In the exercise of its reasonable discretion, DOC will assign a Small Business Approach confidence rating using the confidence descriptions below based on its holistic assessment of the Quoter's response to the Small Business Utilization Volume. The evaluation shall consider the following:

(1) The extent to which the Quoter identifies and commit to using small businesses in the performance of the contract, whether through joint ventures or contract teaming arrangements (CTA's). Contracting Teaming Arrangements are encouraged.

(2) The extent to which small businesses are specifically identified in the quote and plans;

(3) The extent of commitment to use small businesses (for example, enforceable commitments will be weighted more heavily than non-enforceable ones;

(4) The complexity and variety of the work small businesses are to perform over the ordering period of the BPA;

(6) The extent of participation of small businesses in terms of the total value of the agreement.

(7) The extent to which the Small Business Utilization volume addresses a targeted approach for transitioning work from the large business to the small business over time as the small business capability increases.

(8) The extent to which the Quoter's Part 1 Small Business Utilization Approach is supported in the details of the Part 2 CTA Agreement.

Confidence Interval	Confidence Interval Description
High Confidence	The Government has **high** confidence that the Quoter understands the requirement, proposes a sound small business utilization to the Federal Spectrum Data (FSDS) Information Technology Services requirement, and will be successful in performing the contract with **little or no** Government intervention.
Some Confidence	The Government has **some** confidence that the Quoter understands the requirement, proposes a sound small business utilization to the Federal Spectrum Data (FSDS) Information Technology Services requirement, and may be successful in performing the contract with **some** Government intervention.
Low Confidence	The Government has **low** confidence that the Quoter understands the requirement, proposes a sound small business utilization to the Federal Spectrum Data (FSDS) Information Technology Services requirement, and will be unsuccessful in performing the contract **even with** Government intervention.

4.5 Phase 2, Factor 6 – Price

Quoters should provide a GSA Rate Card consisting of all LCATs for this BPA for the base period and option periods along with the discounts on an excel spreadsheet. Estimated BPA quoted pricing will be compared to other Quoters rates. The price evaluation will determine whether the proposed Rate Card prices are complete, fair, and reasonable for the work required under the BPA. The Quoter's price quote for the sample task order (Technical Exhibit 9) will be evaluated for price reasonableness. The government **does not** intend to conduct a price realism analysis.

4.5.1 Phase 2 – Factor 6 – Sample Task Order Price

Any price proposal that does not provide a fair and reasonable price may be deemed unacceptable and removed from further consideration. The Government may reject any price quote that is evaluated to be significantly not compliant with the solicitation requirements, to have an unreasonable level of effort and or labor mix, to have an unreasonably high price, or to reflect a failure to comprehend the complexity and risks of the work to be performed.

At the time of award, the Government reserves the right to incrementally fund one or more of the base period CLINs.

For purposes of evaluating the price of exercising the potential 6-month extension of services using the clause at FAR 52.217-8, 50% of the final option year (six months) value will be added to the total proposed amount for evaluating pricing only, this amount will not be included in the total aggregate value of the resulting contract. This addition is for evaluation purposes only.

The government **does not** intend to conduct a price realism analysis.

4.6 Exchanges with Best-Suited Quotes

Once the Government determines the Quoters that are the best-suited (i.e., the apparent successful Quoter), the Government reserves the right to communicate with only that Quoter to address any remaining issues, if necessary, and finalize an agreement with that Quoter. This determination occurs after the Government completes its evaluations of all Quoters who submitted Phase II quotes. These issues may include technical and price. If the parties cannot successfully address any remaining issues, as determined pertinent at the sole discretion of the Government, the Government reserves the right to communicate with the next best-suited Quoter based on the original analysis and address any remaining issues. Once the Government has begun communications with the next best-suited Quoter, no further communications with the previous Quoter will be entertained until after the agreement has been awarded. This process shall continue until an agreement is successfully reached and a blanket purchase agreement has been established.

5.0 Contract Type

These resultant task orders will be Firm Fixed Price, Labor Hour or Time & Material hybrid (FFP and T&M or LH).

6.0 Payment Labor Hour and Time & Material

Labor Hour payments will be made on a monthly basis after acceptance of work and receipt of a proper invoice. The Contractor shall provide sufficient detail, including fully burdened labor rates and hours worked, and receipts for other direct costs and travel (as appropriate) to support the invoice.

The Contractor shall not accrue costs in excess of the amount funded under Labor Hour order. Any work performed in excess of the amount funded is at the Contractor's own risk.

7.0 Payment Firm Fixed Price

Payment of the prices delineated in this contract will be made after DOC's inspection and acceptance of the deliverables and receipt of a proper invoice.

8.0 Submittal of Invoices

Submit invoices and required supporting documents, electronically via e-mail to the following e-mail address: invoice@nist.gov.

Email a copy of the invoice to the Contracting Officer and the Contracting Officer's Representative.

Invoices shall be prepared as follows:

(a) A separate invoice shall be submitted for each billing period under this contract.
(b) Invoices shall be submitted within 10 days after delivery or performance of work, but not more frequently than monthly
(c) Include the invoice and supporting documents as an attached PDF document.
(d) Include in the e-mail subject line the following:
- (i) Invoice #
- (ii) Contract Number
- (iii) Name of your Company/Organization
- (iv) Attention: Contract Specialist

(v) Example: Invoice No. 1 of Contract No. SS1301-16-C-0001 ABC Corporation, Attention: Jimmy Dear

(e) Documentation shall include:

(i) Name and address of the Contractor.
(ii) Invoice number and invoice date
(iii) Contract number and title.
(iv) Period of work billed.
(v) Amount billed by CLIN under the contract
(vi) Hours expended per individual under the Task order(for Time and Material/Labor Hour Task orders)
(vii) Total amount of billing and cumulative total billed for all work under the contract to date.
(viii) Name and address of the individual to whom payment should be sent.
(ix) Name, title, phone number, and mailing address of person to be contacted in the event of a defective invoice
(x) Name of the Contracting Officer.

(f) If the invoice and supporting documents exceed 8 MB, the Contractor shall submit the invoice via the Department of Commerce secure file transfer.

9.0 Points of Contact

COR: TBD
ACOR: TBD
Contract Officer: Courtney Palmer CPalmer@doc.gov
Contract Specialist: Danielle Green dgreen@doc.gov

10.0 Section 508 Accessibility Standards

Section 508 Accessibility Standards. NTIA's FSDS investment includes National Security Systems for with eligibility for an exemption from Section 508 requirements. NTIA'S FSDS investment will also include systems that are not designated as NSS and do not have a Section 508 exception or exemption. NTIA is committed to promoting accessibility standards and therefore the contractor must be capable of providing services and deliverables which meet Section 508 Accessibility Standards in the following Section 508 subparts and categories:

- Subpart B – Technical Categories of Standards
  - Software applications and operating systems (36 CFR Part 1194.23)
  - Web-based internet and intranet information and application (36 CFR Part 1194.22)
  - Video and multi-media products (36 CFR Part 1194.24)
- Subpart D – Information, Documentation, and support Documentation requirements

The contractor must complete a document using the Voluntary Product Accessibility Template that explains how information and communication technology (ICT) products it will deliver under this BPA conform to the Revised 508 Standards for IT accessibility. Separate 508 requirements will be specified and require VPAT at the task order level.

11.0 Clauses Applicable to this BPA

11.1 Clauses Incorporated by Reference

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

INCORPORATED BY REFERENCE This delivery order incorporates one or more provisions and clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/far/index.html.

(End of clause)

CLAUSES	**TITLE**	**DATE**
FAR 52.203-3	Gratuities	Apr 1984
FAR 52.204-2	Security Requirements	Mar 2021
FAR 52.204-18	Commercial and Government Entity Code Maintenance	Aug 2020
FAR 52.204-19	Incorporated by Reference of Representations and Certifications	Dec 2014
FAR 52.212-4	Contract Terms and Conditions – Commercial Products and Commercial Services	Nov 2023
FAR 52.224-1	Privacy Act Notification	Apr 1984
FAR 52.224-2	Privacy Act	Apr 1984
FAR 52.227-14	Rights in Data -General	May 2014
FAR 52.232-1	Payments	Apr 1984
FAR 52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts	Nov 2021
FAR 52.232-18	Availability of Funds	Apr 1984
FAR 52.232-19	Availability of Funds for the Next Fiscal Year	Apr 1984
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Nov 2021
FAR 52.237-3	Continuity of Services	Jan 1991
FAR 52.242-15	Stop Work Order	Aug 1989
FAR 52.246-4	Inspection of Services-Fixed-Price	Aug 1996
FAR 52.246-6	Inspection-Time-and-Material and Labor Hour	May 2001
CAR 1352.201-70	Contracting Officer's Authority	Apr 2010
CAR 1352.209-73	Compliance with the Laws	Apr 2010
CAR 1352.209-74	Organizational Conflict of Interest	Apr 2010
CAR 1352.227-70	Rights in Data, Assignment of Copyright	Apr 2010
CAR 1352.237-70	Security Processing Requirements – High or Moderate Risk Contracts	Apr 2010
CAR 1352.237-71	Security Processing Requirements – Low Risk Contracts	Apr 2010
CAR 1352.237-72	Security Processing Requirements – National Security Contracts	Apr 2010
CAR 1352.239-72	Security Requirements for Information Technology Resources	Apr 2010

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11.2 CLAUSES INCORPORATED IN FULL TEXT

FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2024)

(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 Covered Entities (DEC 2023) (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.)

_**X**_ (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).

__ (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).

__ (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, or Proposed for Debarment. (NOV 2021) (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 Quoter 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.

_**X**_ (20) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)).

_**X**_ (21) (i) 52.219-9, Small Business Subcontracting Plan (SEP 2023) (15 U.S.C. 637(d)(4)).

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

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

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

__ (v) Alternate IV (SEP 2023) of 52.219-9.

__ (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.

__ (23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 637s).

__ (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).

__ (26) (i) 52.219-28, Post Award Small Business Program Re-representation (FEB 2024) (15 U.S.C. 632(a)(2)).

__ (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)).

__ (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)).

__ (30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15U.S.C. 637(a)(17)).

_**X**_ (31) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).

__ (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2024).

_**X**_ (33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

_**X**_ (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 (MAY 2022) (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.*).

__ (46) 52.223-23, Sustainable Products and Services (MAY 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

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

__ (ii) Alternate I (JAN 2017) of 52.224-3.

__ (48) (i) 52.225-1, Buy American-Supplies (OCT 2022) (41 U.S.C. chapter 83).

__ (ii) Alternate I (OCT 2022) of 52.225-1.

__ (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 (DEC 2022) of 52.225-3.

__ (iv) Alternate III (FEB 2024) of 52.225-3.

__ (v) Alternate IV (Oct 2022) of 52.225-3.

__ (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).

__ (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

__ (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).

__ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

__ (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).

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

__ (64) (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:

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

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

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

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.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).

(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 Covered Entities (DEC 2023) (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 (FEB 2024) (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 (MAY 2022) (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) 52.247-64, 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)

FAR 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 after **36-months**.

(End of clause)

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days.

(End of Clause)

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

(a) The government may extend the term of this contract by written notice to the Contractor within 7 days, provided that the government gives the Contractor a preliminary written notice of its intent to extend at least 7 days before the contract expires. The preliminary notice does not commit the government to an extension.

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

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

CAR 1352.201-72 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (APR 2010)

a) Tamara Severe is hereby designated as the Contracting Officer's Representative (COR). The COR may be changed at any time by the Government without prior notice to the contractor by a unilateral modification to the contract. The COR is located at: DOC/NTIA Washington, D.C.

Phone Number: 202-482-7967

E-mail: TSevere@ntia.gov

(b) The responsibilities and limitations of the COR are as follows:

(1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

(2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor. (End of clause.

(End of Clause)

CAR 1352.246-70 PLACE OF ACCEPTANCE (APR 2010)

(a) The Contracting Officer or the duly authorized representative will accept supplies or services to be provided under task orders on this BPA. Specification will occur at the Task order level.

(b) The place of acceptance will be specified at the task order level and will typically be Department of Commerce, Herbert C. Hoover Building, 1401 Constitution Ave, Washington, D.C.

(End of Clause)

CAR 1352.270-70 PERIOD OF PERFORMANCE (APR 2010)

(a) The base period of performance of this contract is from **TBD through TBD**. If an option is exercised, the period of performance shall be extended through the end of that option period.

(b) The option periods that may be exercised are as follows:

Period	Start date	End date
Option I	TBD	TBD
Option II	TBD	TBD

Period	Start date	End date
Option III	TBD	TBD
Option IV	TBD	TBD

The notice requirements for unilateral exercise of option periods are set out in FAR 52.217-9.

(End of clause)

12.0 Technical Exhibits

- Technical Exhibit 1 – FSDS IT Services BPA Statement of Objectives (SOO)
    - Includes SOO Attachment 1 – Standardized Security Language for Access to Classified Information
- Technical Exhibit 2– DRAFT DD254 dated 5/3/2024
- Technical Exhibit 3 – Update to PM Briefing Slides and Q&A*
- Technical Exhibit 4 – FSDS Work Breakdown Structure*
- Technical Exhibit 5 – Scenario Record with Equipment*
- Technical Exhibit 6 – FSDS Statement of Objectives – Task Order 1
- Technical Exhibit 7 – FSDS Capabilities Requirements Document*
- Technical Exhibit 8 – NTIA FSDS Q&As Worksheet
- Technical Exhibit 9 – Task SOO Price Worksheet.

This RFQ and the Technical Exhibits 1, 2 and 6 are the requirements for this acquisition. Technical Exhibits 4, 5, and 7 are provided for informational purposes to give potential quoters additional insight into the program.

13.0 REPRESENTATION AND INSTUCTIONS TO QUOTERS

13.1 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. The Quoter is cautioned that the listed provisions may include blocks that must be completed by the Quoter and submitted with its Proposal or offer. In lieu of submitting the full text of those provisions, the Quoter may identify the provision by paragraph identifier and provide the appropriate information with its Proposal or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): http://www.arnet.gov/far/

(End of Provision)

PROVISIONS	TITLE	DATE
FAR 52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation	Jan 2017
FAR 52.204-7	System for Award Management	Oct 2018
FAR 52.204-16	Commercial and Government Entity Code Reporting	Aug 2020
FAR 52.209-7	Information Regarding Responsibility Matters	Oct 2018
FAR 52.217-5	Evaluation of Options	Jul 1990
FAR 52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan-Certification	Aug 2009
FAR 52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications.	Jun 2020

13.2 PROVISIONS INCORPORATED IN FULL TEXT

FAR 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Quoter shall not complete the representation at paragraph (d)(1) of this provision if the Quoter 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, Quoter Representations and Certifications-Commercial Products or Commercial Services. The Quoter shall not complete the representation in paragraph (d)(2) of this provision if the Quoter 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 Quoter 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 Quoter 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 Quoter shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Quoter responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Quoter 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 Quoter shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Quoter 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 Quoter has responded "will" in the representation in paragraph (d)(1) of this provision, the Quoter 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 Quoter has responded "does" in the representation in paragraph (d)(2) of this provision, the Quoter shall provide the following information as part of the offer:

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

FAR 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

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

(b) Procedures. The Quoter 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 Quoter 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 Quoter represents that it □ does, □ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

FAR 52.212-3 QUOTER REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (May 2021)

The Quoter shall complete only paragraph (b) of this provision if the Quoter has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through https://www.sam.gov. If the Quoter has not completed the annual representations and certifications electronically, the Quoter 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 Quoter, or that owns or controls one or more entities that control an immediate owner of the Quoter. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the Quoter, that has direct control of the Quoter. 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 at13 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 CFR124.104(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 least51 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 Quoter in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The Quoter has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Quoter verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Quoter 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 __.

[*Quoter to identify the applicable paragraphs at (c) through (v) of this provision that the Quoter 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 Quoter are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Quoters 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 Quoter 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 Quoter 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 Quoter represented itself as a small business concern in paragraph (c)(1) of this provision*.] The Quoter represents as part of its offer that it □ is, □ is not a veteran-owned small business concern.

(3) *SDVOSB concern.* [*Complete only if the Quoter represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*] The Quoter represents that it □ is, □ is not an SDVOSB concern.

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program*. The Quoter 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 Quoter represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.*] [*The Quoter shall enter the name and unique entity identifier of each party to the joint venture:* ____________.]

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

(7) *WOSB joint venture eligible under the WOSB Program.* The Quoter represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Quoter 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 Quoter represents that it □ is, □ is not a joint venture that complies with the requirements

of 13 CFR 127.506(a) through (c). [*The Quoter 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 Quoter is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision*.] The Quoter 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 Quoters may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by Quoter or first-tier subcontractors) amount to more than 50 percent of the contract price:____________

(11) *HUBZone small business concern*. [*Complete only if the Quoter represented itself as a small business concern in paragraph (c)(1) of this provision*.] The Quoter 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 Quoter 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 Order11246-

(1) Previous contracts and compliance. The Quoter 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 Quoter 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 Quoter 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 Quoter with respect to this contract, the Quoter shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Quoter need not report regularly employed officers or employees of the Quoter 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 Quoter 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 Quoter 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 Quoter 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 Quoter 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:

______________	_________________	_________________
______________	_________________	_________________
______________	_________________	_________________

[*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 Quoter 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 Quoter 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*:

______________	______________
______________	______________
______________	______________

[*List as necessary*]

(iii) The Quoter shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Quoter shall list as other 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 Quoter 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".

Other Foreign End Products:

______________	______________	______________
______________	______________	______________
______________	______________	______________

[List as necessary]

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

Line Item No. ___

[List as necessary]

(v) The Government will evaluate *offers* in accordance with the policies and procedures of FAR part 25.

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

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

Israeli End Products:

____

____

____

[*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 Quoter 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:

____________	____________
____________	____________
____________	____________

[*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 Quoter 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 Quoter shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

____________________ ____________________

____________________ ____________________

____________________ ____________________

[*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 Quoter certifies, to the best of its knowledge and belief, that the Quoter 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.*

____________________	____________________
____________________	____________________

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

☐ (i) *The* Quoter *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* Quoter 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* Quoter *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* Quoter *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 Quoter 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 Quoter 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 Quoter □ 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 Quoter (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 Quoter □ 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 Quoter (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 Quoter 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 Quoter shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the Quoter if the Quoter 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 Quoter is required to provide this information to the SAM to be eligible for award.)

(1) All Quoters 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 Quoter'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 Quoter's TIN.

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

☐TIN: ________________________________.

☐TIN has been applied for.

☐TIN is not required because:

☐Quoter 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;

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

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

(4) *Type of organization*.

☐Sole proprietorship;

☐Partnership;

☐Corporate entity (not tax-exempt);

☐Corporate entity (tax-exempt);

☐Government entity (Federal, State, or local);

☐Foreign government;

☐International organization per 26 CFR1.6049-4;

☐Other ________________________________.

(5) *Common parent*.

☐Quoter 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 Quoter certifies that the Quoter 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 Quoter 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 Quoter 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 Quoter-

(i) Represents, to the best of its knowledge and belief, that the Quoter 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 Quoter, or any person owned or controlled by the Quoter, 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 Quoter, and any person owned or controlled by the Quoter, 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 Quoter has certified that all the offered products to be supplied are designated country end products.

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

(2) If the Quoter 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 Quoter 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 Quoter 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 Quoter.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Quoter 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 Quoter 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 Quoters to register in SAM (12.301(d)(1)).

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

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

(i) The Quoter (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 Quoter (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 Quoter's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Quoter checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Quoter 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 Quoter 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 Quoter 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 Quoter 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)