



## **Human Capital and Training Solutions 8(a) (HCaTS 8(a)) POOL 1**

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**GSA Region 02 - HCaTS PMO**

**[sbhcats@gsa.gov](mailto:sbhcats@gsa.gov)**

**Assigned SBA Requirement Case Number: TX1565638190YD**

**Base Ordering Period: Date of Award to 21-Dec-2025**

**Pool 1 NAICS Code: 611430, 611699, 624310**

**NOTE:**

**Direct 8(a) Awards: Offer & Acceptance must be done with the designated SBA district office prior to award.**

**Competitive 8(a) Awards: This IDIQ offer/acceptance extends over the life of ordering period.**



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**PART I: THE SCHEDULE**  
**SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 BACKGROUND**

**B.1.1 OFFICE OF PERSONNEL MANAGEMENT (OPM)**

OPM provides human resources, leadership, and support to Federal agencies and the Federal workforce as they serve the American people. OPM has four primary areas of focus: policy and oversight, healthcare and insurance, retirement services, and services for agencies.

The Government Performance and Results (GPRA) Modernization Act of 2010 (GPRAMA), in part, mandates that the Office of Management and Budget (OMB) collaborate with agencies to develop a Federal Government Performance Plan for each agency. As part of this mandate, agencies are required to integrate human capital strategies into their agency strategic plans in order to assure full alignment of talent with agency mission and strategy. GPRAMA requires that an agency's performance plan include a description of how performance goals are to be achieved, including operation processes, training, skills and technology, and the human, capital, information, and other resources and strategies required to meet those performance goals.

OPM's Human Resources Solutions (HRS) enterprise is a reimbursable entity for which OPM receives no funding from Congress. HRS provides human resources products and services that assist the Federal government in implementing their performance goals. These products and services thus function to develop leaders, attract and build a high quality public sector workforce, and transform agencies into high performing organizations.

**B.1.2 GENERAL SERVICES ADMINISTRATION (GSA)**

GSA was established in 1949 by President Harry Truman as the Federal agency tasked with administering supplies and providing workplaces for Federal employees. Today, GSA makes Federal agencies more effective at what they do by providing expertise, management and smart acquisition solutions.

GSA's acquisition solutions supply federal purchasers with cost-effective high-quality products and services from commercial vendors. Federal Acquisition Service (FAS) operates as America's buyer, leveraging the buying power and acquisition expertise of the Federal government to deliver new and existing services and high-quality products to taxpayers and Federal customers. Since its establishment, FAS has demonstrated unrivaled capability to deliver these across Federal government at the best value possible.

In 2014, GSA embarked on a three-year vision to make FAS into the Government Acquisition Marketplace, transforming the organization into a transparent, solution-neutral home for acquisition and subject matter expertise. According to the former FAS Commissioner, Thomas Sharpe, Jr, the goal is "to provide agencies across government with the tools and knowledge they need to make the right buying decisions, reduce the proliferation of duplicative contract vehicles, and deliver the best value possible to our customers and the American people."



To meet this goal, GSA reorganized FAS around the concept of category management, an acquisition strategy used by the most successful Fortune 500 companies. Category management looks at product and service categories and customizes purchase channels to better meet customer needs, leading to smarter purchasing decisions, better purchasing options, and saved dollars. Through their partnership, GSA and OPM can align the Human Capital and Training Solutions Small Business (HCaTS 8(a)) with these strategic goals.

### **B.1.3 MEMORANDUM OF UNDERSTANDING (MOU)**

On April 28th, 2014, GSA and OPM signed a Memorandum of Understanding (MOU) forming a partnership to address the need of providing the Federal government with human resource training and development and human capital management services more efficiently and effectively using Industry best practices.

Under this agreement, GSA's acquisition capabilities, tools and strategic sourcing experience are merged with OPM's expertise in human resources, human capital, and training and development to form a more powerful Government solution. This partnership acknowledges the changing Federal landscape. It recognizes GSA's and OPM's strategic goals, the current budgetary realities across Federal government and the need to better support the mission of the Federal agencies that GSA and OPM serve.

The scope of services under HCaTS 8(a) is defined in Section C.

### **B.1.4 AUTHORITY**

The Administrator of GSA is specifically authorized to purchase supplies and nonpersonal services on behalf of other agencies under 40 U.S.C. 501. The Director of OPM is specifically authorized to perform training and personnel management services on behalf of other agencies under 5 U.S.C. 1304.

The authority for the award and administration of the HCaTS contracts and the delegation of authority for the award and administration of task orders under the HCaTS contracts are defined in Section G. Hereafter, the HCaTS 8(a) Contracting Officer will be referred to as the HCaTS 8(a) CO and the Ordering Contracting Officer at the task order level will be referred to as the OCO.

### **B.1.5 ECONOMY ACT**

In accordance with FAR Paragraph 17.502-2(b), the Economy Act does not apply to task orders awarded under the HCaTS 8(a) contracts under the authorities of 5 U.S.C. 1304 and 40 U.S.C. 501.

### **B.1.6 CONTRACT TYPE**

HCaTS 8(a) allows for all contract types at the task order level (e.g., Fixed-Price, Cost-Reimbursement, Time-and-Materials, and Labor-Hour). Task orders may also combine more than one contract type and include incentives, performance based measures, multi-year or option periods, and commercial or non-commercial items.

### **B.1.7 MINIMUM GUARANTEE AND MAXIMUM CEILING**

The minimum dollar guarantee is \$2,500.00 for each Contractor that does not obtain a task order award under their HCaTS 8(a) contract. The minimum dollar guarantee applies to the contract as a whole and not each ordering period, if exercised.

The minimum dollar amount for an individual task order must exceed the micro-purchase threshold as defined in FAR Section 2.101, as amended. The maximum dollar amount for HCaTS 8(a), including all options, if exercised, is \$3.45 billion for Pool 1.

### **B.1.8 CONTRACT ACCESS FEE (CAF)**

GSA and OPM operating costs associated with the management and administration of HCaTS 8(a) are recovered through a Contract Access Fee (CAF). The CAF is a percentage of the total task order amount invoiced and the CAF percentage is set at the discretion of the HCaTS PMO. The HCaTS PMO maintains the unilateral right to change the percentage at any time. See Section G.3.1 for more details regarding the CAF.

## **B.2 TASK ORDER PRICING**

HCaTS 8(a) provides all Federal agencies the flexibility to determine fair and reasonable pricing tailored to the ordering agency's requirement dependent upon level of competition, risk(s), uncertainty(ies), complexity, urgency and contract type(s). The OCO has the authority and responsibility to determine price, and if applicable, cost reasonableness for his agency's task order requirements. Adequate price competition at the task order level, in response to an individual requirement, establishes the most accurate, fair, and reasonable pricing for that requirement.

The OCO shall identify the applicable contract type for all Contract Line Items (CLINs) in each task order.

The Contractor shall propose and the OCO award all labor rates when performance is conducted at the Contractor's facility(ies) at the Contractor Site Rate(s), if applicable. The Contractor shall propose and the OCO award all labor rates at the Government Site Rate(s) when performance is conducted at the Government's facility(ies) or a site not owned or leased by the Contractor, if applicable.

### **B.2.1 LABOR CATEGORIES AND STANDARD OCCUPATIONAL CLASSIFICATIONS**

HCaTS 8(a) provides standardized labor categories that correspond to the Office of Management and Budget's (OMB) Standard Occupational Classification (SOC) system for which the Bureau of Labor Statistics (BLS) maintains compensation data.

In accordance with Attachment J.1 (Standardized Labor Categories), all of the HCaTS 8(a) labor categories are either an individual labor category that is mapped to a single SOC and functional description or a labor category group that is mapped to multiple SOC Numbers and functional

descriptions. The HCaTS labor category groups were established based upon BLS published data regarding similar direct labor compensation within a grouping of multiple SOC numbers and functional descriptions.

Except for ancillary labor as defined under Section B.3, when responding to task order solicitations, regardless of contract type, the Contractor shall identify both Prime and Subcontractor labor using the HCaTS labor categories. The Contractor may deviate from the Junior, Journeyman, Senior, and Subject Matter Expert (SME) definitions in Attachment J.1 (Standardized Labor Categories), as long as the Contractor clearly identifies the deviation in its proposals. Additionally, the following qualification substitution chart applies:

Degree	Experience Substitution	Experience and Degree Substitution
Bachelor's Degree	Six years of relevant work experience may be substituted for a Bachelor's Degree	Associate's Degree plus four years of relevant work experience may be substituted for a Bachelor's Degree
Master's Degree	12 years of relevant work experience may be substituted for a Master's Degree	Bachelor's Degree plus eight years of relevant work experience may be substituted for a Master's Degree
Doctorate Degree	20 years of relevant work experience may be substituted for a Doctorate Degree	Bachelor's Degree plus 16 years or a Master's Degree plus 12 years of relevant work experience may be substituted for a Doctorate Degree

### **B.2.2 FIXED-PRICE TASK ORDERS**

Fixed-Price contracts are defined under FAR Subpart 16.2 and other applicable agency-specific regulatory supplements.

### **B.2.3 COST REIMBURSEMENT TASK ORDERS**

Cost reimbursement contracts are defined under FAR Subpart 16.3 and other applicable agency-specific regulatory supplements. FAR Parts 30 and 31 may apply to cost-reimbursement task orders.

To be considered for cost reimbursement task order awards, the Contractor shall have and maintain an adequate accounting system that will permit timely development of all necessary cost data in the form required by the proposed contract type.

### **B.2.4 INCENTIVE TASK ORDERS**

Incentives are defined under FAR Subpart 16.4 and other applicable agency-specific regulatory supplements.

### **B.2.5 TIME-AND-MATERIALS (T&M) AND LABOR-HOUR (L-H) TASK ORDERS**

T&M and L-H contracts are defined under FAR Sections 16.601 and 16.602, respectively, and other applicable agency-specific regulatory supplements.

The Contractor may provide separate and/or blended loaded hourly labor rates for Prime Contractor labor, each Subcontractor, and/or each Division, Subsidiary, or Affiliate in accordance with the provisions set forth in FAR 52.216-29, 52.216-30 and/or 52.216-31. The OCO shall identify which provision(s) is applicable in the task order solicitation and the Contractor shall comply with the provision(s).

T&M and L-H task orders require the HCaTS 8(a) standardized labor categories and their associated rates to be identified in the task order award document.

Ancillary labor categories shall be paid in accordance with FAR 52.212-4 (Alternate I) (for commercial task order CLIN) and/or FAR 52.232-7 (for non-commercial task order CLIN).

#### **B.2.5.1 CEILING RATES FOR TIME-AND-MATERIALS (T&M) AND LABOR-HOUR (L-H)**

When preparing solicitations for T&M and/or L-H task order CLINs, the OCO must select from the following provisions in the task order solicitation.

1. *FAR 52.216-29 Time-and-Materials/Labor-Hour Proposal Requirements—Non-Commercial Item Acquisition With Adequate Price Competition (Feb 2007)*
2. *FAR 52.216-30 Time-and-Materials/Labor-Hour Proposal Requirements—Non-Commercial Item Acquisition Without Adequate Price Competition (Feb 2007)*
3. *FAR 52.216-31 Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition (Feb 2007)*

For organizations within the Department of Defense (DoD), when selecting FAR 52.216-29 the OCO shall also select DFAR 252.216-7002, Alternate A.

When FAR 52.216-30 is selected or FAR 52.216-31 is selected and there is an exception to fair opportunity, HCaTS 8(a) establishes maximum allowable labor rates in the form of fully burdened ceiling rates for all professional, non-ancillary, CONUS, T&M/L-H labor for both Government and Contractor Sites. Based on the specific task order requirements, the OCO is authorized to exceed the HCaTS 8(a) fully burdened ceiling rates for those labor categories that include Secret/Top Secret/SCI labor and/or OCONUS locations, if necessary.

The fully burdened ceiling rates do not apply when FAR 52.216-29 is selected, or FAR 52.216-29 with DFAR 252.216-7002, Alternate A is selected, or FAR 52.216-31 is selected and there is not an exception to fair opportunity.

The fully burdened ceiling rates awarded at initial contract award shall serve as the basis for all future year pricing for those fully burdened ceiling rates. In order to determine future year fully burdened

ceiling rate pricing, the originally awarded rates will have an escalation factor applied. This escalation factor will be the average annual BLS ECI for the previous three years. In Year 5 of HCaTS 8(a), if the average annual ECI for the previous three years is higher than at time of HCaTS 8(a) award, the fully burdened ceiling rates for Years 6 through 16 will be adjusted by the difference of percentage increase. For example, if the BLS ECI index was 2.23% at time of proposal submission and the BLS ECI index is 3.16% in Year 5 of HCaTS, the fully burdened ceiling rates for Years 6 through 16 will be adjusted by 0.93% per year on a cumulative basis. If the BLS ECI index in Year 5 of HCaTS 8(a) is equal to or below the BLS ECI index at time of award, the fully burdened ceiling rates will remain unchanged. In Year 10 of HCaTS 8(a), if the previous three year average annual BLS ECI index for the previous three years is higher than Year 5 of HCaTS 8(a), the fully burdened ceiling rates for Years 11 through 16 will be adjusted by the difference of percentage increase in accordance with the example above. If the average index in Year 10 is equal to or below the average index in Year 5, the fully burdened ceiling rates will remain unchanged.

The HCaTS 8(a) fully burdened ceiling rates that are in effect at the time a task order is awarded shall remain with the task order award during the entire term of the task order, including task orders with option periods. See Section F.4 for HCaTS 8(a) contracts and task orders awarded under HCaTS 8(a) contracts.

### **B.3 ANCILLARY SUPPORT SERVICES AND OTHER DIRECT COSTS**

Other ancillary support services, integral and necessary as part of a total integrated solution within the scope of HCaTS 8(a) for which there is not a labor category specified in HCaTS 8(a), necessary to obtain a total, customized, and integrated solution, are allowable costs and may be included within an individual task order under an HCaTS 8(a) contract. Ancillary support services may include, but are not limited to, other professional and/or non-professional services; commercial and/or non-commercial items; IT services and/or components, administrative support; data entry; and, subject matter expertise. Other direct costs (ODCs) may include expenses such as travel, materials, equipment and/or Subcontractors. The Contractor shall propose and identify each ancillary support service or ODCs separately and the OCO shall identify each ancillary support service or ODCs by a separate CLIN on the task order award.

The Contractor shall report in the Contract Payment Reporting Module (CPRM) all ancillary labor in accordance with Section G.3.2.

#### **B.3.1 SPECIALIZED PROFESSIONAL SERVICES LABOR**

Specialized professional services labor is defined as bona fide executive, administrative, or professional skills for which the expertise required or duties performed are within the scope of HCaTS 8(a), but are so specialized that they are not explicitly defined in any labor category description in Attachment J.1 (Standardized Labor Categories). The Contractor may propose specialized professional services labor when proposing ancillary support; however, the OCO will determine whether circumstances merit the use of specialized professional skills. Whenever possible, this specialized professional labor should be mapped to the BLS SOC.

If the use of specialized professional services labor becomes frequent, additional labor categories and their associated fully burdened ceiling rates may be added by bilateral modification to an HCaTS 8(a) contract.

### **B.3.2 LABOR SUBJECT TO THE SERVICE CONTRACT ACT (SCA)**

HCaTS 8(a) labor categories, identified in Attachment J.1 (Standardized Labor Categories), are considered bona fide executive, administrative, and professional labor that are exempt from the Service Contract Act (SCA).

To the extent that any ancillary labor for services are within the scope of HCaTS 8(a) and subject to the SCA in accordance with FAR Subpart 22.10 and other applicable agency-specific regulatory supplements, the OCO shall identify such work in the task order solicitation and make a determination as to whether SCA wage determinations are to be applied or not. The OCO shall incorporate the appropriate provisions and clauses in each task order solicitation and subsequent award when the SCA applies.

### **B.3.3 LABOR OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS)**

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

The Department of State Standardized Regulations (DSSR) is the controlling regulations for allowances and benefits available to all U.S. Government civilians assigned to foreign areas. For task orders issued under HCaTS 8(a) contracts, Contractor personnel assigned to foreign areas shall not receive allowances and benefits in excess of those identified in the DSSR.

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

### **B.3.4 TRAVEL**

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

### **B.3.5 MATERIALS AND EQUIPMENT**

Material and equipment, as defined in FAR Part 45.101, shall be priced in accordance with the terms of the task order solicitation, contract type, and applicable FAR and agency-specific regulatory

supplements. Unless otherwise directed by task order terms and conditions, the Contractor may apply indirect costs to material and equipment consistent with the Contractor's standard accounting practices.

### **B.3.6 SUBCONTRACTING**

For non-commercial items, subcontracting shall follow the procedures set forth in FAR Part 44 and other applicable agency-specific regulatory supplements. For commercial items, subcontracting shall follow the procedures set forth in FAR Part 12 and FAR Subpart 44.4, and other applicable agency-specific regulatory supplements.

## **(END OF SECTION B)**

## **PART I: THE SCHEDULE**

### **SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

#### **C.1 SCOPE**

The Office of Personnel Management (OPM) and the General Services Administration (GSA) formed a new partnership to jointly award and administer a new strategically sourced contract vehicle providing customized training and development services, customized human capital strategy services, and customized organizational performance improvement services to all Federal agencies. The goals of this partnership are grounded in law, in OPM's mission, and in Government-wide principles of human capital management. OPM will continue to offer high quality products while taking advantage of GSA's ability to provide government-wide cost savings and efficiencies through its federal strategic sourcing expertise.

Through this partnership, GSA will be principally responsible for contract administration, while OPM will be responsible for policy oversight and customer assistance. Together, through delegated procurement authority, both Federal agencies provide optional assisted acquisition services for HCaTS 8(a) customers.

Human Capital and Training Solutions Small Business (HCaTS 8(a)), through delegated procurement authority and OPM assisted acquisition services, will provide Federal agencies with both direct access and assisted acquisition access to customized training and development services, customized human capital strategy services, and customized organizational performance improvement services

HCaTS 8(a) will also address:

1. the goals of strategic sourcing, which include reducing contract duplication and administrative costs, improving the quality of solutions while managing demand, increasing transparency, and ensuring the Government obtains the best value at the best overall price, and
2. the requirements of 5 CFR 250, which provides authority for personnel actions in Subpart A and authority for strategic human capital management in Subpart B.

In accordance with the requirements prescribed in 5 CFR 250, HCaTS 8(a) is also designed to assist Federal agencies in carrying out their roles in managing human capital according to the following principles:

1. A Federal agency's human capital management strategies, plans, and practices should:
  - a. Integrate strategic plans, annual performance plans and goals, and other relevant budget, finance, and acquisition plans, and
  - b. Contain measurable and observable performance targets, and
  - c. Communicate in an open and transparent manner to facilitate cross-agency collaboration to achieve mission objectives.
2. A Federal agency's talent management system should enable a Federal agency to:
  - a. Plan for and manage current and future workforce needs, and
  - b. Design, develop, and implement proven strategies and techniques and practices to attract, hire, develop, and retain talent, and
  - c. Make meaningful progress toward closing knowledge, skill, and competency gaps in all occupations within the Federal agency.
3. A Federal agency's approach to performance management should include:
  - a. Strategies and processes to foster a culture of engagement and collaboration, and
  - b. A diverse, results-oriented, high-performing workforce, and
  - c. A performance management system that differentiates levels of performance of staff, provides regular feedback, and links individual performance to organizational goals.
4. A Federal agency's use of evaluation should contribute to agency performance by monitoring and evaluating outcomes of its human capital management strategies, policies, programs, and activities, checking both for merit system compliance and for success in identifying, implementing, and monitoring process improvements.

These four principles are consistent with the information prescribed within 5 CFR 250 and in OPM's current Human Capital Assessment and Accountability Framework (HCAAF), as referenced in 5 CFR 250. The HCAAF is a living approach to human capital management that is expected to evolve over time as a guide for defining scope at the task order level.

HCaTS 8(a) seeks to acquire multiple qualified Contractors to provide customized training and development services, customized human capital strategy services, and customized organizational



performance improvement services to meet the Federal government's workforce needs while conforming to the above stated principles, Federal agency-specific and OPM policies, procedures, rules, regulations, and other governing doctrines. At the same time, Federal agencies will continue looking for ways to achieve their goals in as cost-efficient a manner as possible. HCaTS 8(a) has been designed to meet such challenges.

### **C.1.1 KEY SERVICE AREAS (KSA)**

OPM's experience is that customers have requirements that require solutions drawing from many different disciplines of study and areas of expertise. As a result, HCaTS 8(a) consists of three KSAs: 1) Customized Training and Development Services, 2) Customized Human Capital Strategy Services, and 3) Customized Organizational Performance Improvement. Through the development and deployment of customized solutions defined in the KSAs below, HCaTS 8(a) will be able to assist Federal agencies in accomplishing the following six objectives:

1. Improving the management of human capital in accordance with the HCAAF and OPM governing doctrines and accomplishing their assigned critical missions, and
2. Increasing the effectiveness and efficiency of critical business processes, and
3. Providing optimal professional development opportunities to the Federal workforce, and
4. Undertaking effective change management initiatives, and
5. Developing effective metrics to assess progress in carrying out human capital strategies, and
6. Maximizing the return on investment in training and development, human capital, and organizational performance improvements.

These three KSAs will enable HCaTS 8(a) to provide Federal agencies with a full range of customized solutions for training and development, human capital strategy, and organizational performance improvement requirements across the Federal government.

### **C.2 AUTHORITIES**

The following list of authorities may be applicable at the task order level:

- *Chief Human Capital Officers Act of 2002*
- *Executive Order 13111, Using Technology to Improve Training Opportunities for Federal Government Employees*
- *Section 508 of the Rehabilitation Act*
- *Department of Defense Shareable Courseware Object Reference Model (SCORM)*
- *5 CFR 250*
- *Government Performance and Results (GPRA) Modernization Act of 2010 (GPRAMA)*

- *Office of Management and Budget (OMB) Memorandum M-10-27*
- *Office of Management and Budget (OMB) Circular A-11, Section 220*

### **C.3 SUMMARY OF REQUIREMENTS**

The objective of HCaTS 8(a) is to provide Federal agencies with a total integrated and customized solution for training and development services, human capital strategy services, and organizational performance improvement services at all levels (e.g., enterprise, unit, individual). Ultimately, solutions at the task order level should align with the principles of sound human capital management. Federal agencies have the flexibility to award task orders that encompass any and all KSAs for any portion of their workforce at any organizational level. The KSAs identify general lifecycles and specific disciplines, however, these are not meant to be all inclusive and OCOs have the authority to define requirements and award task orders that meet their specific needs so long as the preponderance of the scope falls under the definition of one or more KSA(s).

#### **C.3.1 KEY SERVICE AREAS (KSA)**

##### **C.3.1.1 KSA 1 (CUSTOMIZED TRAINING AND DEVELOPMENT SERVICES)**

This KSA covers many types of customized training and development requirements and their respective lifecycles, which can be performed at any level (e.g., enterprise, unit, individual). The level of customization may vary dependent upon an ordering activity's requirements. While training and development requirements that are not customized are generally, by definition, considered to be outside the scope of this KSA, the HCaTS 8(a) CO reserves the right to permit consideration of limited customization efforts dependent upon the total solution required to meet a Federal agency's needs. An OCO is highly encouraged to request guidance on scope from the HCaTS PMO prior to task order solicitation/award to ensure a contemplated requirement is sufficient in its degree of customization to meet the requirements set forth herein and/or is appropriate for competition under HCaTS 8(a).

NOTE: Whether rendered during pre-award or during an HCaTS PMO audit after award of a task order, the HCaTS 8(a)CO's within scope determination is final. All requirements that are determined to be outside the scope of the HCaTS 8(a) Contract shall not be included in a resultant task order. If the scope determination states that this KSA is not present, then the OCO shall not include it in the resulting task order or the Contractor in its reporting in CPRM. If the task order was already awarded, the OCO shall take all necessary corrective actions to comply with the HCaTS 8(a) CO's determination.

The scope of KSA 1 falls into two domains:

1. **Customized Training Services:** Includes, but is not limited to, training that is developed and/or delivered to any Federal employee to enhance knowledge, skills and abilities related to a specific title, series and/or function on any subject matter, or general knowledge, skills and abilities. Customized training services may also include, as part of training management support, such support services as course or instructional program administration. Customized training services

may also include training that is developed and/or delivered to a Federal agency's constituency(ies) as a means of enabling the agency to carry out its mission, and

2. Customized Employee Development Services: Includes, but is not limited to, services provided to any Federal employee to develop and/or enhance their general, mission-specific, management and/or leadership knowledge, skills and abilities. A service that is provided to any Federal employee to coach them throughout their transition(s) in the Federal government.

Training and development services can be provided at any level for any discipline and subject matter in any format and mode. As a part of an integrated and total solution, temporary services as defined by FAR Section 37.112 and information technology products and services are allowable provided they are ancillary and incidental to the in-scope work to be performed.

The below model illustrates the overall scope of KSA 1:



### C.3.1.2 KSA 2 (CUSTOMIZED HUMAN CAPITAL STRATEGY SERVICES)

This KSA covers many types of customized human capital strategy services and their respective lifecycles, which can be performed at any level (e.g., enterprise, unit, individual). The level of customization may vary dependent upon an ordering activity's requirements. While human capital strategy services that are not customized are generally, by definition, considered to be outside the scope of this KSA, the HCaTS 8(a) CO reserves the right to permit consideration of limited customization efforts dependent upon the total solution required to meet a Federal agency's needs. An OCO is highly encouraged to request guidance on scope from the HCaTS PMO prior to task order solicitation/award to ensure a contemplated requirement is sufficient in its degree of customization to meet the requirements set forth herein and/or is appropriate for competition under HCaTS 8(a).

NOTE: Whether rendered during pre-award, or during an HCaTS PMO audit after award of a task order, the HCaTS 8(a) CO's within scope determination is final. All requirements that are determined to be outside the scope of the HCaTS 8(a) Contract shall not be included in a resultant task order. If the scope determination states that this KSA is not present, then the OCO shall not include it in the resulting task order or the Contractor in its reporting in CPRM. If the task order was already awarded, the OCO shall take all necessary corrective actions to comply with the HCaTS 8(a) CO's determination.

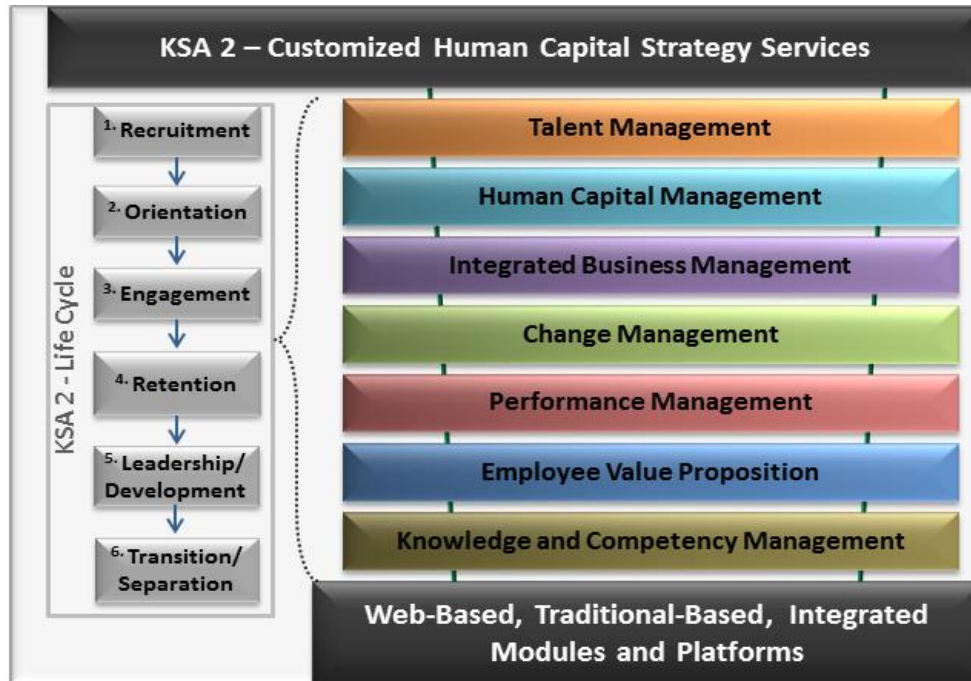
The scope of KSA 2 is inclusive of, but not limited to, a broad range of human capital and human resources services. These services may include, as a part of talent management and human capital management, the following:

- HR strategy
- Organizational and position management
- Staff acquisition
- Performance management
- Compensation management (excluding payroll)
- HR Development
- Employee relations
- Labor relations
- Separation management.

The scope of KSA 2 excludes payroll processing, benefits management, and personnel action processing, which are provided through Public and Private Shared Service Centers (SSCs).

Human capital strategy services can be provided at any level for any discipline and subject matter in any format and mode. As a part of an integrated and total solution, temporary services as defined by FAR Section 37.112 and information technology products and services are allowable provided they are ancillary and incidental to the in-scope work to be performed.

The below model illustrates the overall scope of KSA 2:



### C.3.1.3 KSA 3 (CUSTOMIZED ORGANIZATION PERFORMANCE IMPROVEMENT)

This KSA covers many types of customized organizational performance improvement services and their respective lifecycles, which can be performed at any level (e.g., enterprise, unit, individual). The level of customization may vary dependent upon an ordering activity's requirements. While organizational performance improvement services that are not customized are generally, by definition, considered to be outside the scope of this KSA, the HCaTS 8(a) CO reserves the right to permit consideration of limited customization efforts dependent upon the total solution required to meet a Federal agency's needs. An OCO is highly encouraged to request guidance on scope from the HCaTS PMO prior to task order solicitation/award to ensure a contemplated requirement is sufficient in its degree of customization to meet the requirements set forth herein and/or is appropriate for competition under HCaTS 8(a).

NOTE: Whether rendered during pre-award, or during an HCaTS PMO audit after award of a task order, the HCaTS 8(a) CO's within scope determination is final. All requirements that are determined to be outside the scope of the HCaTS 8(a) Contract shall not be included in a resultant task order. If the scope determination states that this KSA is not present, then the OCO shall not include it in the resulting task order or the Contractor in its reporting in CPRM. If the task order was already awarded, the OCO shall take all necessary corrective actions to comply with the HCaTS 8(a) CO's determination.

The scope of KSA 3 is inclusive of, but not limited to, improved performance requiring changes in how people are organized around business processes, changes to the processes themselves and the tools created to support those processes, as well as changes in management practices.

Customized Organizational Performance Improvement services can be provided at any level for any discipline and subject matter in any format and mode. As a part of an integrated and total solution,

temporary services as defined by FAR Section 37.112 and information technology products and services are allowable provided they are ancillary and incidental to the in-scope work to be performed.

The below model illustrates the overall scope of KSA 3:



### C.3.2 ANCILLARY SUPPORT SERVICES AND OTHER DIRECT COSTS

Ancillary support services and other direct costs are for task orders that complete work or a project that is solely associated with the services procured under HCaTS 8(a). These services are integral and necessary to complete a total, customized, integrated solution under a training and development, human capital, and/or organizational performance improvement requirement within the scope of HCaTS 8(a).

Ancillary support services may include, but are not limited to, other professional and/or non-professional services; commercial and/or non-commercial items; IT services and/or components, administrative support; data entry; and, subject matter expertise. Other direct costs may include expenses such as travel, materials, equipment and/or Subcontractors. See also Section B.3.

The OCO may allow and the Contractor may propose a labor category or labor categories at the task order level not identified in Attachment J.1 (Standardized Labor Categories), provided that the Contractor complies with all applicable contract clauses and labor laws, including the Service Contract Act, if applicable. See Section B.3 and B.3.1.

### C.3.3 INFORMATION TECHNOLOGY (IT) AND NON-INFORMATION TECHNOLOGY PRODUCTS AND SERVICES



Information Technology (IT), by legal definition, means any equipment, or interconnected system(s) or subsystem(s) of equipment that is used for the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by a Federal agency. For purposes of this definition, equipment is used by a Federal agency if the equipment is used by the Federal agency directly or is used by a Contractor under a task order with the Federal agency that require its use; or to a significant extent, its use in the performance of a service or the furnishing of a product.

IT is considered an ancillary support service or product on task orders and may be performed and/or provided only when the service or product is integral and necessary to complete a total integrated solution under a professional service based requirement within the scope of HCaTS 8(a).

When providing ancillary IT services and/or products, the Contractor shall promote IT initiatives and best practices that support Federal Government operational requirements for standardized technology and application service components. This shall facilitate integration requirements for broad Federal IT and E-Gov initiatives, as well as promote the sharing, consolidation, and re-use of business processes and systems across the Federal Government. The Contractor shall promote the use of open source solutions and open technology development where practicable to enable this re-use.

Non-IT includes any service or equipment that is acquired by a Contractor incidental to a task order or contains imbedded IT that is used as an integral part of the service or product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information.

Non-IT also includes any equipment or services related to any human capital/human resource systems. This means any information systems operated by the Federal Government, the function, operation or use of which involves direct relation to the area of human capital or human resources. For example, a requirement to recommend strategic uses or enhancements to an existing IT system which tracks Government personnel engagement would be considered Non-IT. In this example, a Federal agency awards a task order for a Contractor to provide it with a recommendation on what to do with an existing IT system used by Government personnel to track Government personnel engagement. The task order implementing this requirement may permit the Contractor to analyze and/or test the existing IT system and any systems it interfaces with. While this work may entail primary usage of IT labor categories, it is considered Non-IT for the purposes of HCaTS 8(a) as the end result is a recommendation and not the actual modifying of an existing or building a new IT system.

### **C.3.4 TEMPORARY SUPPORT SERVICES**

Federal agencies may award task orders which include the brief or intermittent use of temporary labor provided that such use is ancillary and incidental to the work to be performed. Services furnished by temporary help firms shall not be regarded or treated as personal services. These services shall not be used in lieu of regular recruitment under civil service laws or to displace a Federal employee. Acquisition of these services shall comply with the authority, criteria, and conditions of 5 CFR Part 300, Subpart E, Use of Private Sector Temporaries, and Federal agency procedures.

As prescribed in Section B.3.2., if the temporary services fall under the Service Contract Act, OCOs shall include the appropriate clauses as prescribed in FAR Subpart 22.10.

### **C.3.5 SERVICES NOT IN SCOPE**

At no time shall an OCO award a task order and a Contractor perform inherently governmental functions in accordance with FAR Subpart 7.5 and Office of Federal Procurement Policy (OFPP) Policy Letter 11-01.

Unless authorized by statute, at no time shall an OCO award a task order and a Contractor perform personal services in accordance with FAR Section 37.104. At no time shall an OCO award a task order and a Contractor perform architect & engineering (A&E) services as defined in FAR Section 2.101 and subject to the Brooks Architect-Engineers Act (40 U.S.C. 1102).

At no time shall an OCO award a task order and a Contractor perform a requirement that primarily uses employees not employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR Part 541 and/or employees primarily employed as labor or mechanics as defined in FAR Section 22.401.

At no time shall a task order include as its primary purpose ancillary services as defined in Section C.3.2. At no time shall a task order include as its primary purpose the development of information technology as defined by FAR Section 2.101 and Section C.3.3. At no time shall a task order include as its primary purpose temporary services as defined by FAR Section 37.112 and Section C.3.4.

At no time shall an OCO award a task order and a Contractor provide a learning management system(s).

**(END OF SECTION C)**  
**PART I: THE SCHEDULE**  
**SECTION D: PACKAGING AND MARKING**

### **D.1 PACKAGING AND MARKING**

Packaging and marking of all deliverables shall conform to normal commercial packaging standards to assure safe delivery at destination. Terms, conditions, and other requirements regarding packaging and marking shall be designated by the OCO at the task order level.

**(END OF SECTION D)**  
**PART I: THE SCHEDULE**  
**SECTION E: INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION AND ACCEPTANCE**

Inspection and Acceptance of deliverables under HCaTS 8(a) contract and task orders are subject to the following clauses as applicable and additional requirements may be designated at the task order level.



<b>FAR</b>	<b>TITLE</b>	<b>DATE</b>
52.212-4(a)	Contract Terms and Conditions—Commercial Items	MAY 2015
52.212-4(a) Alternate I	Contract Terms and Conditions—Commercial Items	MAY 2014
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-4	Inspection of Services—Fixed-Price	AUG 1996
52.246-5	Inspection of Services—Cost-Reimbursement	APR 1984
52.246-6	Inspection—Time-and-Material and Labor-Hour	MAY 2001

**(END OF SECTION E)****PART I: THE SCHEDULE****SECTION F: DELIVERIES OR PERFORMANCE****F.1 DELIVERABLES**

The Contractor shall deliver deliverables for its Human Capital and Training Solutions Small Business (HCaTS 8(a)) contract and all task orders placed under HCaTS 8(a) contracts in accordance with:

<b>FAR</b>	<b>TITLE</b>	<b>DATE</b>
52.247-34	F.O.B Destination	NOV 1991

Terms, conditions and other requirements regarding delivery of deliverables shall be designated by the Ordering Contracting Officer (OCO) at the task order level.

**F.2 PERFORMANCE**

The HCaTS 8(a) contract and task orders may have Stop-Work Order placed on them or be terminated in accordance with the following clauses (as applicable).

<b>FAR</b>	<b>TITLE</b>	<b>DATE</b>
52.212-4(l)	Contract Terms and Conditions—Commercial Items	MAY 2015
52.212-4(m)	Contract Terms and Conditions—Commercial Items	MAY 2015
52.212-4(l) Alternate I	Contract Terms and Conditions—Commercial Items	MAY 2014
52.212-4(m) Alternate I	Contract Terms and Conditions—Commercial Items	MAY 2014
52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alternate I	Stop-Work Order	AUG 1984
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form)	APR 1984
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012

52.249-6	Termination (Cost-Reimbursement)	MAY 2004
52.249-6 Alternate IV	Termination (Cost-Reimbursement)	SEPT 1996
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984

### **F.3 PLACE OF PERFORMANCE**

The services to be provided under HCaTS 8(a) shall be accomplished at the locations identified in the task order and may include locations in the Continental United States (CONUS) and Outside the CONUS (OCONUS).

### **F.4 CONTRACT ORDERING PERIOD**

The ordering period of HCaTS 8(a) is as follows, in accordance with FAR 52.217-9 and 52.217-8:

Base Year Period of Performance (POP): **Date of Award to 21 Dec 2025**

#### **F.4.1 TASK ORDER PERIOD OF PERFORMANCE**

The period of performance for each task order awarded under an HCaTS 8(a) contract shall be specified in the task order. Task orders shall be solicited and awarded prior to the expiration of the HCaTS 8(a) ordering period and may extend up to five years and six months after the HCaTS 8(a) ordering period expires.

Task order option periods may be exercised after the HCaTS 8(a) ordering period expires provided that the final task order option period does not extend the cumulative term of the task order beyond five years and six months after the HCaTS 8(a) ordering period expires.

Accordingly, the cumulative ordering period of HCaTS 8(a) may span up to 10.5 years and the cumulative period of performance of all task orders placed under HCaTS 8(a) may span up to 16 years.

### **F.5 PERFORMANCE STANDARDS**

HCaTS 8(a) is a performance-based contract vehicle with measurable standards in terms of quality and timeliness of deliverables and compliances in accordance with Sections F.5.1 and F.5.2.

In the event the Contract Payment Reporting Module (CPRM) is not operational, the deliverable and reporting requirements shall be provided to HCaTS 8(a) CO within the stated timeframes. The HCaTS 8(a) CO has the right to examine the supporting documents for the purpose of enforcing all deliverables and compliances herein.

Failure to meet the following deliverables, reports, or compliance standards, if applicable and FAR 52.204-15 may result in activation of Dormant Status (See Section H.25).

### F.5.1 DELIVERABLE AND REPORTING REQUIREMENTS

Section	Description	Frequency	Method
G.2.6	Update Key Personnel Contact Information	Within 5 calendar days of the substitution	Notify HCaTS 8(a) CO
G.3.1 & G.3.2.4	Contract Access Fee (CAF) Remittance for all task order payments during the previous quarter on a cumulative basis	Quarterly (Apr 30th, Jul 30th, Oct 30th, Jan 30th)	Electronic Funds Transfer (EFT) via CPRM website
G.3.2.1 through G.3.2.5	Report of Task Order Award, Modification, Invoice, CAF, and Close-out data on a cumulative basis	Within 30 calendar days after a Task Order Award, Modification, Invoice payment, Close-out	Electronically via CPRM website
G.3.5	ACORD Form, Certificate of Liability Insurance	Within 30 calendar days after the HCaTS 8(a) Notice-to-Proceed	Notify HCaTS 8(a) CO
G.3.6	Letter Request for Mod and all other applicable documents for Mergers, Acquisitions, Novation, and Change-of-Name Agreements	Within 45 calendar days of finalization	Notify HCaTS 8(a) CO and OCOs for affected task orders
G.3.8	VETS 4212 reporting	Annually, no later than September 30th of each year	Electronically via the Department of Labor (DOL) VETS 4212 reporting website and notify the HCaTS 8(a) CO
G.3.9	Federal Funding Accountability and Transparency Act (FFATA) Sub-Award Report	By the end of the following month after the award of any subcontract greater than \$25,000 into FSRS	Electronically via FSRS website and notify HCaTS 8(a) CO
G.3.10	Small Business Size Representation	<ul style="list-style-type: none"> <li>- Within 30 days after execution of a novation agreement/merger or acquisition</li> <li>- Within 60 to 120 days prior to the end of the base year and exercising the option period.</li> </ul>	Notify HCaTS 8(a) CO
G.4	Correspondence from OCO that confirms task order close-out	Within 45 calendar day after task order close-out	Update in CPRM and notify HCaTS 8(a) CO
H.8	Any change of entity or commitment identified in any Meaningful Relationship Commitment Letter (MRCL) submitted	Within 45 calendar days after the update	Notify HCaTS 8(a) CO and OCOs for affected task orders
H.9	Contractor's professional employee compensation plan	Within 5 calendar days of the substitution	Notify HCaTS 8(a) CO
H.10	Contractor's uncompensated overtime policy	Within 5 calendar days of the substitution	Notify HCaTS 8(a) CO

## F.5.2 COMPLIANCE

The following table contains compliances required, for HCaTS 8(a). Task order compliances will be specified in the task order solicitation. The HCaTS PMO does not waive its right to request other compliances in order to align HCaTS 8(a) with new statutory or regulatory requirements. The HCaTS PMO will provide the Contractor with at least 90 calendar days' notice of these requirements.

Section	Reference	Compliance
G.2.6	Contractor Key Personnel	The Contractor shall maintain responsive and competent Contractor Key Personnel
G.3.1 & G.3.2.4	Contract Access Fee (CAF) Remittance	The Contractor shall submit timely and accurate CAF Payments
G.3.2.1 through G.3.2.5	Contract Payment Reporting Module (CPRM)	The Contractor shall submit timely and accurate data in the CPRM
G.3.5	Insurance	The Contractor shall submit timely and accurate Certificate(s) of Liability Insurance and maintain adequate insurance coverage at the HCaTS contract and task order level FAR Subsection 28.307-2
G.3.6	Mergers, Acquisitions, Novation, and Change-of-Name Agreements	The Contractor shall submit timely notice of Merger and Acquisitions or contractual copies of Novation or Change-of-Name Agreements
G.3.7	Responsibility and Federal Awardee Performance and Integrity Information System (FAPIIS)	The Contractor shall maintain accurate FAPIIS information and sufficient financial resources and meet the responsibility standards and qualifications set forth in FAR Part 9
G.3.8	VETS 4212 Reports	The Contractor shall report timely and accurate VETS 4212 Reports in the Department of Labor VETS 4212 website and send confirmation to the HCaTS 8(a) CO
G.3.9	FSRS Reports	The Contractor shall report timely and accurate subaward and executive compensation data regarding First-Tier subawards in FSRS to meet the FFATA reporting requirements and send confirmation to the HCaTS 8(a) CO
G.3.10	Post-Award Small Business Program Re-Representation	The Contractor shall report timely and accurately its small business program re-representation and updated sam.gov
G.4	HCaTS 8(a) and Task Order Close-Out	The Contractor agrees to cooperate with the OCO to close out task orders as soon as practical after expiration, cancellation, or termination.
H.6.1	Adequate Accounting System	The Contractor maintains the adequate status of its accounting system and notify HCaTS 8(a) CO for any change

H.6.2	Acceptable Estimating System	(Optional) The Contractor maintains the acceptable status of its estimating system
H.6.3	Approved Purchasing System	(Optional) The Contractor maintains the approved status of its purchasing system
H.6.4	Forward Pricing Rate Agreements (FPRA), Forward Pricing Rate Recommendations (FPRR) and/or Audited Billing Rates	(Optional) The Contractor maintains its FPRA, FPRR, and/or Audited Billing Rates
H.6.5	Earned Value Management System (EVMS)	(Optional) The Contractor maintains its EVMS ANSI/EIA Standard-748
H.6.6	ISO 9001:2008/2015 Certification	(Optional) The Contractor maintains its ISO 9001:2008/2015 Certification
H.6.7	ISO/IEC 27001:2013 Certification	(Optional) The Contractor maintains its ISO/IEC 27001:2013 Certification
H.8	Meaningful Relationship Commitment Letter (MRCL)	The Contractor shall honor the commitments contained in all MRCLs
H.9	Professional Employee Compensation Plan	The Contractor shall maintain its professional employee compensation plan and submit any updates
H.10	Uncompensated Overtime Policy	The Contractor shall maintain its uncompensated overtime policy and submit any updates
H.15	Meetings	The Contractor Key Personnel shall attend and actively participate in all meetings, including all PMR meetings
H.17	Contractor HCaTS 8(a) Webpage	The Contractor shall maintain an HCaTS 8(a) webpage that meets the minimum webpage requirements
H.19	Minimum Task Order Awards or Estimated Value	Starting from the date of the HCaTS 8(a) Notice-to-Proceed, the Contractor shall attain a minimum of three task order awards or a total task order estimated value of \$750,000.00 (total estimated value of all task orders inclusive of all options) or show a good faith effort in responding to competitive solicitations prior to the exercise of Option I under HCaTS 8(a).
H.21	Ethics and Conduct	The Contractor shall adhere to the standards under Section H.21

(END OF SECTION F)

**PART I: THE SCHEDULE****SECTION G: CONTRACT ADMINISTRATION DATA****G.1 BACKGROUND**

This section provides roles, responsibilities, and contract administration requirements for the Human Capital and Training Solutions Small Business (HCaTS 8(a)) contracts and each task order placed under HCaTS 8(a) contracts. Terms and conditions and other requirements regarding contract administration may be designated by the Ordering Contracting Officer (OCO) at the task order level.

## **G.2 ROLES AND RESPONSIBILITIES OF KEY PERSONNEL**

This section describes the roles and responsibilities of Government and Contractor personnel. The current point of contact information of Key Personnel for HCaTS 8(a) will be maintained on the official HCaTS 8(a) website at <http://gsa.gov/hcats>.

### **G.2.1 PROGRAM MANAGER (PM)**

The HCaTS PM is a Government official who performs various programmatic functions for the overall success of HCaTS 8(a).

### **G.2.2 CONTRACTING OFFICER (CO)**

The HCaTS 8(a) CO is the sole and exclusive Government official with actual authority to administer and modify the terms and conditions of HCaTS 8(a) contracts, monitor the Contractor's performance in the areas of contract compliance and contract administration, and assist the Contractor and OCO on matters related to the HCaTS 8(a) terms and conditions. In addition, the HCaTS 8(a) CO makes all final decisions pertaining to within scope determination requests.

The HCaTS 8(a) CO may delegate routine administrative functions to an authorized HCaTS 8(a) representative.

### **G.2.3 OMBUDSMAN**

Subject to *GSAR 552.216-74*, GSA designates an Ombudsman for HCaTS 8(a). For the purposes of HCaTS 8(a), there are two primary duties of the Ombudsman: (1) To review complaints from Contractors and ensure that they are afforded a fair opportunity for consideration in the award of task orders consistent with the procedures of HCaTS 8(a), and (2) To review an HCaTS 8(a) CO decision to place a Contractor in Dormant Status (see Sections H.25).

### **G.2.4 ORDERING CONTRACTING OFFICER (OCO)**

The OCOs are the authorized user and exclusive Government official with actual authority to solicit, award, administer, and/or modify a task order under HCaTS 8(a) contracts. In order to qualify as an authorized user, a duly warranted Contracting Officer of the Federal government, as defined in FAR Section 2.101, or an eligible user as prescribed in GSA Order ADM 4800.2H, Eligibility to Use GSA Sources of Supply and Services, shall attend a HCaTS Delegation of Procurement Authority (DPA) training and receive a HCaTS DPA certificate signed by HCaTS 8(a) CO.

The OCO is encouraged to contact the HCaTS 8(a) CO or HCaTS PM for any HCaTS 8(a)-related assistance including, but not limited to, the following:

1. Training on HCaTS 8(a) and ordering procedures, and
2. Task order scope compliance under HCaTS 8(a), and
3. Task order solicitation development, and
4. Assistance on disputes, claims, or protests under HCaTS 8(a), and
5. Contractor performance under HCaTS 8(a).

The OCO's duties include, but are not limited to:

1. Requesting and receiving a DPA prior to soliciting and awarding a task order under HCaTS 8(a), and
2. Complying with the terms and conditions of HCaTS 8(a) (see Section H.3), and
3. Complying with the procedures outlined in FAR Subpart 19.4, and
4. Complying with the ordering procedures outlined in FAR Section 16.505, and other agency-specific regulatory supplements, and
5. Issuing task order solicitations under the proper NAICS Code and corresponding HCaTS 8(a) Contract Number (see Section H.4), and
6. Allowing a reasonable time for fair opportunity proposal submission, and
7. Resolving any performance issues, disputes, claims or protests at the task order level, and
8. Responding to all Freedom of Information Act (FOIA) requests at the task order level, and
9. Entering task order performance evaluation in the Contractor Performance Assessment Reporting System (CPARS) or alternative past performance assessment reporting system mandated by Federal agencies that do not require the use of CPARS, and
10. Closing out task orders in a timely manner.

#### **G.2.5 CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

The HCaTS 8(a) CO and OCOs for each task order may designate a COR(s) to perform specific administrative or technical functions.

The specific rights and responsibilities of the COR for each contract and task order shall be described in writing, with copies furnished to the Contractor as prescribed in FAR Paragraph 1.602-2(d). A COR has no actual, apparent, or implied authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract nor in any way direct the contractor or its subcontractors to operate in conflict with the contract terms and conditions.

#### **G.2.6 CONTRACTOR KEY PERSONNEL**

The Contractor shall assign a Corporate HCaTS 8(a) Program Manager (CHPM) and Corporate HCaTS 8(a) Contract Manager (CHCM) as Contractor Key Personnel to represent the Contractor as primary points-of-contact to resolve issues, perform administrative duties, and other functions that may arise relating to HCaTS 8(a) contracts and task orders solicited and awarded under HCaTS 8(a) contracts.

Additional Contractor Key Personnel requirements may be designated by the OCO at the task order level.

There are no minimum qualification requirements established for Contractor Key Personnel. Additionally, Contractor Key Personnel do not have to be full-time positions; however, the Contractor Key Personnel are expected to be fully proficient in the performance of their duties.

The Contractor shall ensure that the HCaTS 8(a) CO has current point-of-contact information for both the CHPM and CHCM. The Contractor Key Personnel are considered essential to HCaTS 8(a). Upon removing and replacing any Contractor Key Personnel, the Contractor shall notify the HCaTS 8(a) CO within 15 business days.

All costs associated with Contractor Key Personnel duties shall be handled in accordance with the Contractor's standard accounting practices; however, no costs for Contractor Key Personnel shall be billed to the HCaTS Program Management Office (HCaTS PMO).

Failure of Contractor Key Personnel to effectively and efficiently perform their duties will be construed as conduct detrimental to contract performance and may result in activation of Dormant Status (see Sections H.25).

#### **G.2.6.1 CORPORATE HCATS 8(A) PROGRAM MANAGER (CHPM)**

The Contractor's corporate management structure shall guarantee senior, high-level, program management of HCaTS 8(a), including a CHPM to represent the company in all HCaTS 8(a) program-related matters.

The CHPM duties include, but are not limited to:

1. Advising and assisting current and potential HCaTS 8(a) customers regarding the technical scope of HCaTS 8(a) and the overall attributes of HCaTS 8(a), and
2. Promoting customer use of HCaTS 8(a), and
3. Being ultimately responsible for ensuring that all reporting information required under HCaTS 8(a) is provided accurately, thoroughly and timely, and
4. Being ultimately responsible for all performance issues related to their HCaTS 8(a) contract and task orders awarded under their HCaTS 8(a) contract, and
5. Attending all HCaTS 8(a) Program Management Review (PMR) meetings and other HCaTS 8(a) meetings as scheduled.

#### **G.2.6.2 CORPORATE HCATS 8(A) CONTRACT MANAGER (CHCM)**

The Contractor's corporate management structure shall guarantee senior, high-level, program management of HCaTS 8(a), including a CHCM to represent the company in all HCaTS 8(a) contract-related matters.



The CHCM duties include, but are not limited to:

1. Verifying that the OCO soliciting or awarding a task order solicitation under HCaTS 8(a) has an HCaTS 8(a) DPA. Verification can be provided by the HCaTS 8(a) CO, HCaTS PM, or duly authorized representative, and
2. Ensuring the company's task order awards under their HCaTS 8(a) contract are contractually in compliance with HCaTS 8(a) (see Section H.3 {Ordering Procedures}), and
3. Ensuring all data within the Contract Payment Reporting Module (CPRM) is current, accurate, and complete (see Section G.3.2), and
4. Ensuring contract administrative functions and meeting all the performance reporting and compliance standards listed under Section F.5 (Performance Standards), are maintained, and
5. Being ultimately responsible for ensuring that all contractual agreements, including modifications, are negotiated and put in place expeditiously, and
6. Being ultimately responsible for ensuring that all task order invoicing is accurate and timely, and
7. Attending all HCaTS 8(a) Program Management Review (PMR) meetings and other HCaTS 8(a) meetings as scheduled.

### **G.3 CONTRACTOR ADMINISTRATION REQUIREMENTS**

The following sections describe the administration requirements for HCaTS 8(a) contracts and task orders awarded under HCaTS 8(a) contracts. The CHCM shall be the primary point-of-contact for these requirements.

Failure to meet administrative requirements may result in activation of Dormant Status (see Sections H.25).

#### **G.3.1 CONTRACT ACCESS FEE (CAF)**

As of 1 August 2018, the CAF rate for HCaTS Task Orders is 0.75% fixed-fee. Visit HCaTS website ([www.gsa.gov/hcats](http://www.gsa.gov/hcats)) for CAF updates and exceptions or agency specific CAF rate agreement, if any.

**NOTE:** For task orders awarded before 1 August 2018, the CAF rate remains 2% fixed fee; however, the OCOs must change the CAF from 2% to 0.75% at the time of the next option year that will be exercised on or after 1 August 2018. If the task order will not be exercised on or after 1 August 2018, the CAF remains as 2% until the completion of the current period of performance.

The OCOs and Contractors must use the following criteria for CAF:

1. CAF remittance calculated as: Total Paid Invoice (minus the CAF CLIN) multiplied by the CAF Percentage.
2. The task order solicitations shall have a separate and distinct CLIN for CAF for the base year and each option period. In response to all task order solicitations, regardless of contract type, the

Contractor shall always propose a CAF rate based on the total fixed-price or total estimated costs, including options.

3. If the customer organization has a CAF Memorandum of Understanding (CAF MOU) agreement in place with the HCaTS PMO, the CAF rate on the MOU must be used.

NOTE: See Section G.3.2.4 for CAF remittance instructions.

### **G.3.2 CONTRACT PAYMENT REPORTING MODULE (CPRM)**

The specific system for all task order award, modification, invoice, and CAF payment data will be electronically through the CPRM located within GSA's Enterprise Data Warehouse (EDW).

#### **G.3.2.1 TASK ORDER AWARD DATA**

The Contractor shall report all task order award data within 30 calendar days of award into the CPRM; at the minimum all task order award data shall include the following:

1. HCaTS 8(a) Contract Number
2. Task Order Number (not the Solicitation Number)
3. Task Order Description
4. Functional Area (Pool 1 or Pool 2)
5. Predominant Order NAICS Code
6. Predominant Contract Type
7. Issued using GSA Assisted services (Yes or No)
8. Initial Period of Performance (Base Year period of performance)
9. Estimated Completion Date (end date after all option years exercised)
10. Award Date
11. Initial Obligated/Funded Amount (obligated amount for the base year)
12. Total Obligated/Funded Amount (total obligated dollar amount)
13. Total Estimated Value (total contract value including all option years)
14. Ordering Contracting Officer (Name and Email Address of OCO that signed the TO award)
15. Issuing Agency
16. Issuing Bureau
17. Receiving Agency (the customer)
18. Receiving Bureau
19. Location
20. Place of Performance (enter the primary place of performance)

21. Attachment (attach an electronic copy of the complete task order Award documents that includes Statement of Work (SOW)/Statement of Objectives (SOO), or Performance Work Statement (PWS))
22. Add Line Item (enter the information for each Contract Line Item Numbers (CLINs) of the task order. If the task order does not have a CLIN, input CLIN Number 9999 as a single CLIN for all billing)
23. Based on the contract type, enter the additional information stated in Section G.3.2.1.1, G.3.2.1.2, or G.3.2.1.3.

#### **G.3.2.1.1      FIXED PRICE AWARD DATA**

In addition to the data required under Section G.3.2.1 (Task Order Award Data), all Fixed Price award data shall also include:

1. Initial obligated/funded amount, and
2. Total Firm-Fixed Price, including the base and all option periods by CLIN Number, and
3. Initial Maximum Incentive or Award Fee, if applicable.

#### **G.3.2.1.2      COST REIMBURSEMENT AWARD DATA**

In addition to the data required under Section G.3.2.1 (Task Order Award Data), all Cost Reimbursement award data shall also include:

1. Initial obligated/funded amount, and
2. Total estimated cost, including the base and all option periods by CLIN Number, and
3. Fixed Fee, if applicable, and
4. Initial Incentive or Award Fee, if applicable.

#### **G.3.2.1.3      TIME-AND-MATERIALS (T&M) AND LABOR-HOUR (L-H) AWARD DATA**

In addition to the data required under Section G.3.2.1 (Task Order Award Data), all T&M and L-H award data shall also include:

1. Initial obligated/funded amount, and
2. Total task order ceiling, including the base and all option periods by CLIN Number, and
3. Awarded labor categories and SOC numbers, and
4. The loaded hourly labor rate and hours by each corresponding HCaTS 8(a) labor category, for the base and all option periods, and
5. The loaded hourly labor rate and hours by each Specialized Professional Services Labor, Service Contract Act Labor, or OCONUS Labor, including a title and description of the labor category, if applicable, for the base and all option periods.

### **G.3.2.2 TASK ORDER MODIFICATION DATA**

The Contractor shall report all task order modification data within 30 calendar days of receiving a signed copy of the modification, excluding modifications issued through GSA's EDW. Modification data issued through GSA's EDW will automatically populate into the CPRM.

Modification data shall include:

1. HCaTS 8(a) Contract Number, and
2. Task Order Number (not the Solicitation Number), and
3. Modification Number, and
4. Modification Description (e.g., Incremental Funding, Exercise Option, Change Order), and
5. OCO Point of Contact (Name, Phone Number, Email Address), and
6. Modification Ordering Period (do not change the initial start date of the task order), and
7. Modification Date, and
8. Modification obligated/funded amount allocated to the applicable CLINs, and
9. An electronic copy of the complete modification awarded by an OCO.

### **G.3.2.3 INVOICE DATA**

The Contractor shall report invoice data from each paid invoice within 30 calendar days after the end of the reporting quarter, including the invoice data on task orders issued through GSA's EDW. If no invoice data was received during a required reporting period for a specific task order, the Contractor shall report in the "Zero Invoice Data" screen located in the CPRM system for that particular task order.

Regardless of contract type, the Contractor shall report the following:

1. HCaTS 8(a) Contract Number, and
2. Task Order Number (not the Solicitation Number), and
3. Contractor Invoice Number, and
4. Date Invoice Paid, and
5. Amount of invoice that was subcontracted, and
6. Amount of invoice that was subcontracted to a small business, and
7. For each contract type, the Contractor shall report as follows:
  - a. Fixed Price task orders: Total Amount Paid (Lump Sum) by CLIN, and
  - b. T&M or L-H type task orders: Total Amount Paid (Lump Sum) by CLIN, and
  - c. Cost-Reimbursement task orders: Labor Categories, SOC Number, and Direct Labor Rate for each Task Order Labor Category.

### **G.3.2.4 CONTRACT ACCESS FEE (CAF) PAYMENT DATA**

The Contractor shall remit the CAF in U.S. dollars to the HCaTS PMO within 30 calendar days after the end of each calendar quarter for all invoice payments received during that calendar quarter as follows:

CALENDAR QUARTERS	CAF DUE DATE
1 <sup>st</sup> Quarter (January 1-March 31)	April 30 <sup>th</sup>
2 <sup>nd</sup> Quarter (April 1-June 30)	July 30 <sup>th</sup>
3 <sup>rd</sup> Quarter (July 1-September 30)	October 30 <sup>th</sup>
4 <sup>th</sup> Quarter (October 1-December 31)	January 30 <sup>th</sup>

Where the CAF for multiple invoice payments (on one or more task orders) is due, the Contractor may consolidate the CAF owed into one payment, including the consolidation of the CAF across all awarded Pools.

Failure to remit the full amount of the CAF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. In addition, the Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or off-setting payments and interest on the debt.

The Contractor's failure to accurately and timely remit the CAF is sufficient cause for the HCaTS PMO to place the contractor in Dormant Status (see Section H.25).

CAF Payment Data shall include:

1. Trace Number, and
2. Total Remitted Amount, and
3. Remit Date, and
4. Amount applied to each Task Order Number (for the reported payment).

Contractors are encouraged to submit CAF payments via <<https://pay.gov/public/home>>.

#### **G.3.2.5 CLOSEOUT DATA**

The Contractor shall submit task order close-out data quarterly following the expiration of a task order. This shall be accomplished for each and every task order.

This data shall include:

1. Final Task Order Dollar Value, and
2. Cumulative Invoiced Amount, and
3. Total CAF Amount Paid, and
4. CAF Balance Owed, and
5. Final Invoice Paid (Y/N), and
6. Release of Claims Date, and

## 7. Pending Actions Preventing Close-out.

### **G.3.3 RESERVED.**

### **G.3.4 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)**

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

The HCaTS PMO requires use of the CPARS modules as the secure, confidential, information management tool to facilitate the performance evaluation process for both HCaTS 8(a) contracts and task orders awarded under HCaTS 8(a) contracts. However, if a Federal agency requires an alternative past performance assessment reporting system for a specific task order(s) other than CPARS, the alternative reporting system takes precedence over CPARS.

The CHCM shall serve as a primary point-of-contact, who will be authorized access to the evaluation for review and comment for HCaTS 8(a) contracts and task orders awarded under HCaTS 8(a) contracts. The CHCM shall respond promptly to past performance evaluations as documented by the OCO at the task order level and the HCaTS 8(a) CO for HCaTS 8(a).

In addition, the CHCM shall be required to identify an alternate contact that will be responsible for notifying the HCaTS 8(a) CO in the event the primary contact is unavailable to process evaluations within the required 30-day time frame.

#### **G.3.4.1 HCATS 8(A) CPARS**

The HCaTS 8(a) CO will evaluate interim Contractor performance on an annual basis and final Contractor performance upon contract completion using the process and criteria in CPARS.

Evaluations of Contractor performance will be provided to the Contractor as soon as practicable after completion of the evaluation. Contractors will be given a minimum of 30 calendar days to submit comments, rebutting statements, or additional information.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used by Federal agencies to support future award decisions.

#### **G.3.4.2 TASK ORDER CPARS**

The HCaTS 8(a) CO does not administer or evaluate task order performance. It is the sole responsibility of OCOs to evaluate each task order exceeding the micro-purchase threshold under HCaTS 8(a) using the

process and criteria in CPARS or an alternative past performance assessment reporting system. OCOs shall use CPARS for task orders awarded under HCaTS 8(a) unless otherwise mandated by their Federal agency to utilize past performance systems other than CPARS.

At a minimum, the OCO shall be responsible for evaluating final Contractor performance upon task order completion.

### **G.3.5 INSURANCE**

The insurance coverage specified in FAR Subsection 28.307-2 is the minimum insurance requirement for HCaTS 8(a). Insurance coverage applies to the HCaTS 8(a) Program as a whole (i.e., this requirement is cumulative across all Pools the Contractor has been awarded an HCaTS 8(a) contract under). The OCO may require additional insurance coverage or higher limits specific to a task order awarded under an HCaTS 8(a) contract.

### **G.3.6 MERGERS, ACQUISITIONS, NOVATIONS AND CHANGE-OF-NAME AGREEMENTS**

If a Contractor merges, is acquired or recognizes a successor in interest to Government contracts when Contractor assets are transferred; or, recognizes a change in a Contractor's name; or, executes novation agreements and change-of-name agreements by a CO other than the HCaTS 8(a) CO, the Contractor shall notify the HCaTS 8(a) CO and provide a copy of the novation or other agreement that changes the status of the Contractor. This notification, if applicable, applies once, sent to the HCaTS 8(a) CO, and not for each HCaTS 8(a) contract.

### **G.3.7 RESPONSIBILITY AND FEDERAL AWARDEE PERFORMANCE AND INTEGRITY INFORMATION SYSTEM (FAPIIS)**

The Contractor shall maintain sufficient resources and meet the responsibility standards and Contractor qualifications set forth in FAR Part 9 to continue performance under HCaTS 8(a).

Subject to FAR 52.209-9, the Contractor shall update the information in FAPIIS on a semi-annual basis, throughout the term of HCaTS 8(a).

### **G.3.8 VETS-4212 REPORTS**

Subject to FAR Subpart 22.13, FAR 52.222-37 and the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (VEVRAA), Contractors and Subcontractors shall report annually to the Department of Labor the number of employees in their workforces and any new hires, by job category and hiring location, who are qualified covered veterans during the reporting period.

Contractors shall submit a VETS-4212 report annually to the DOL VETS-4212 website and provide confirmation to the HCaTS 8(a) CO, even if the Contractor has no covered veterans or new employees to report during the reporting period. This report applies to the HCaTS 8(a) Program as a whole, sent to the DOL VETS-4212 website and HCaTS 8(a) CO, and not for each HCaTS 8(a) contract.

### **G.3.9 FSRs REPORTS**

Subject to FAR 52.204-10, Contractors are required to file a Federal Funding Accountability and Transparency Act (FFATA) Sub-award Report by the end of the month following the month in which the Prime Contractor awards any subcontract with a value of \$25,000 or more, into the FFATA Sub-award Reporting System (FSRS). This report applies for each HCaTS 8(a) contract.

### **G.3.10 POST AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION**

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

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

The Contractor shall re-represent its size status in accordance with the size standard in effect at the time of this re-representation that corresponds to the North American Industry Classification System (NAICS) codes assigned to this contract (see Section H.4).

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

The Contractor shall make the representation by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the HCaTS 8(a) CO in writing within the timeframes prescribed above that the data have been validated or updated, and provide the date of the validation or update.

### **G.4 HCaTS 8(A) AND TASK ORDER CLOSEOUTS**

HCaTS 8(a) will be closed out upon the closeout of all task orders awarded under HCaTS 8(a) contracts and all CAF fees submitted.

The OCO is responsible for closing out their task orders under HCaTS 8(a). Task order closeout will be accomplished within the procedures set forth in FAR Parts 4 and 42, and other agency-specific regulatory supplements.

For cost reimbursement and time-and-material task orders, the OCO is encouraged to utilize FAR Section 42.708 to the maximum extent practicable. The Contractor agrees to cooperate with the OCO to close out task orders as soon as practical. The Contractor shall report all task order close outs in the CPRM (see Section G.3.2.5).



## **G.5            OPTION DETERMINATION**

After the initial ordering period, in recognition of exceptional contract and task order performance the HCaTS PMO may exercise a five-year option period in accordance with FAR 52.217-9; if necessary, the ordering period will be extended for additional six months in accordance with FAR 52.217-8.

### **(END OF SECTION G)**

### **PART I: THE SCHEDULE**

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1            RESERVED**

### **H.2            OBSERVANCE OF FEDERAL HOLIDAYS**

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

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

In addition to the days designated as holidays, the Federal government may also observe any day designated by Federal Statute, Executive Order or Presidential Proclamation.

### **H.3            ORDERING PROCEDURES**

All task orders under HCaTS 8(a) contracts shall:

1. Be solicited and awarded by an OCO with a Delegation of Procurement Authority (DPA) (see Section G.2.4), and
2. Be within the scope of Section C and all other terms and conditions of the HCaTS 8(a) contract, and
3. Identify the HCaTS 8(a) Labor Categories and Standard Occupational Classification (see Section B.2.1 and Attachment J.1 {Standardized Labor Categories}), and
4. Be solicited and awarded under the proper NAICS Code and corresponding Contract Number (see Section H.4), and
5. Identify the proper Product Service Code (see Section H.5), and
6. Comply with the ordering procedures in FAR Section 16.505 and other applicable agency-specific regulatory supplements.

The OCO shall tailor all optional clauses, provisions, and other applicable terms and conditions specific to the task order solicitation and award. The OCO is also encouraged to take into consideration the current version of the Human Capital Assessment and Accountability Framework (HCAAF) when defining the scope of a task order.

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

### **H.3.1 SET ASIDES BASED ON SOCIO-ECONOMIC SUBGROUP**

HCaTS 8(a) is a total small business set-aside contract. In addition to total small business set-asides, task orders placed under HCaTS 8(a) may be set aside at the OCO's discretion for socio-economic subgroups. An HCaTS 8(a) task order solicitation may be a competitive set-aside for socio-economic subgroups when it is anticipated that offers will be obtained from at least two responsible small business concerns within a socio-economic subgroup under the corresponding Pool (see Section H.4.1). A socio-economic subgroup for competitive set-asides is identified as one of the following only:

1. 8(a) Small Business (8(a) SB), and/or
2. HUBZone Small Business (HUBZone SB), and/or
3. Service-Disabled Veteran-Owned Small Business (SDVOSB), and/or
4. Economically Disadvantaged Women-Owned Small Business (EDWOSB), and/or
5. Women-Owned Small Business (WOSB).

## **H.4 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)**

### **H.4.1 HCATS 8(A) NAICS CODES**

HCaTS 8(a) is comprised of two separate Government-Wide Multiple Award, Indefinite Delivery, Indefinite Quantity (MA-IDIQ) task order contracts that span eight NAICS Codes.

NAICS Codes are grouped into two separate Pools based on two separate small business size standards (\$12M and \$16.5M). Each Pool will have multiple IDIQ task order contract under it. All NAICS codes within a given Pool can be used to represent the predominant NAICS Code for any given task order solicited and awarded under an HCaTS 8(a) contract.

NAICS Codes and small business size standards are periodically updated and revised by the SBA. If the SBA revises a HCaTS 8(a) contracts' NAICS Code and small business size standard, the HCaTS 8(a) CO may update the contracts to reflect the updated NAICS Code and small business size standard.

Due to Federal Procurement Data System-Next Generation (FPDS-NG) system limitation, only one NAICS Code can be assigned to a contract in FPDS-NG reports; the predominant NAICS Codes will be used for the task orders' FPDS-NG reports.

The table below identifies the HCaTS 8(a) Pool 1 NAICS Code assignments. The predominant NAICS Code is shown in bold underline:

<b>POOL 1: \$12M SMALL BUSINESS SIZE STANDARD</b>	
<b>NAICS CODE</b>	<b>NAICS TITLE</b>
<b><u>611430</u></b>	<b><u>Professional and Management Development Training</u></b>
611699	All Other Miscellaneous Schools and Instruction
624310	Vocational Rehabilitation Services

NOTE: Definitions for each NAICS Title can be found at <http://www.census.gov/cgi-bin/sssd/naics/naicsrch>

#### **H.4.2      PREDOMINANT TASK ORDER NAICS CODE DETERMINATION**

The OCO is responsible for determining which predominant NAICS Code applies to a task order solicitation. The NAICS Code selected determines the corresponding Pool in accordance with Section H.4.1. Each Pool will have a list of eligible Contractors that qualify to receive solicitations and task order awards.

Ordering procedures in FAR Section 16.505 apply. If the solicitation could be classified in two or more NAICS Codes with different size standards, the OCO shall apply the NAICS Code for the industry accounting for the greatest percentage of anticipated task order dollar value.

#### **H.5              PRODUCT SERVICE CODE (PSC)**

The PSC represents what products, services, and/or research and development (R&D) was purchased by the Federal government for each task order award reported in FPDS-NG.

The scope of HCaTS 8(a) spans across many PSCs; however, the predominant PSC selected must be based on the predominant service that is being purchased.

The Contract Payment Reporting Module (CPRM) reporting system facilitates compliance with proper PSC reporting for all Federal agencies, including DoD's taxonomy for the acquisition of services that maps PSCs into six separate Portfolio Groups, such as: Knowledge Based Services; Facility Related Services; Transportation Services; Medical Services, Electronics & Communication Services; and, Equipment Related Services.

The OCO shall identify the PSC in the task order solicitation and report the PSC in FPDS-NG. The Contractor shall enter the PSC in the CPRM for each task order award.

#### **H.6              ACCREDITATIONS**

All accreditations are optional; however, Contractors are encouraged to acquire these accreditations.

##### **H.6.1          ADEQUATE ACCOUNTING SYSTEM**

An adequate accounting system is a system that is approved by the HCaTS CO, in consultation with the Defense Contract Audit Agency (DCAA) or a Cognizant Federal Agency (CFA) and provides for the

proper segregation, identification, accumulation, and allocation of direct and indirect costs for government procurements.

At the Contractor's request, the HCaTS 8(a) CO make the adequacy determination on the Contractor's accounting system; if approved by HCaTS 8(a) CO, the Contractor shall notify the HCaTS 8(a) CO and designated OCO(s) for affected task orders, in writing, if there are any changes in the status of its adequate accounting system and provide the reasons for the change and copies of audit reports, as applicable. Only those Contractors that maintain an adequate accounting system, as approved by the HCaTS 8(a) CO, shall be eligible for cost reimbursable task order awards.

At the task order level, the OCO has the authority for the determination of cost or price fair and reasonableness. The OCO may make the adequacy determination or require the Contractor to maintain an acceptable accounting system that will permit timely development of all necessary cost data in the form required by the proposed contract type.

### **H.6.2 ACCEPTABLE ESTIMATING SYSTEM**

An acceptable estimating system is a system that has been audited by the Defense Contract Management Agency (DCMA) or any Cognizant Federal Agency (CFA), and meets the requirements specifies in 48 CFR 252.215-7002 (Cost Estimating System Requirements).

An acceptable estimating system is not mandatory; however, Contractors are encouraged to maintain an acceptable estimating system for the entire ordering period of their HCaTS 8(a) contract.

### **H.6.3 APPROVED PURCHASING SYSTEM**

An approved purchasing system means the Contractor's purchasing system has been audited under Contractor Purchasing System Review (CPSR) in accordance with FAR Subpart 44.3 (Contractors Purchasing Systems Reviews).

An approved purchasing system is not mandatory; however, Contractors are encouraged to maintain an approved purchasing system for the entire ordering period of its HCaTS 8(a) contract.

### **H.6.4 FORWARD PRICING RATE AGREEMENTS (FPRA), FORWARD PRICING RATE RECOMMENDATIONS (FPRR), AND AUDITED BILLING RATES**

An FPRA, FPRR and Audited Billing Rates are not mandatory; however, Contractors are encouraged to have them audited by DCAA, DCMA or any other CFA for the entire ordering period of their HCaTS 8(a) contract (IAW FAR Part 42.704 and FAR 42.17).

For Time-and-Material, Labor-Hour, and Cost Reimbursement (all types) task orders solicited and awarded under HCaTS 8(A) contracts, Contractors are encouraged to execute an FPRA and/or audited billing rates to the maximum extent practicable. Contractors may use FPRRs when an FPRA has not been negotiated.

#### **H.6.5 EARNED VALUE MANAGEMENT SYSTEM (EVMS)**

An EVMS, as defined in FAR Part 2.101, is not mandatory; however, Contractors are encouraged to have an EVMS during the entire ordering period of their HCaTS 8(a) contract.

#### **H.6.6 INTERNATIONAL ORGANIZATION FOR STANDARDIZATION (ISO) 9001:2008/2015 CERTIFICATION**

The ISO 9001:2008/2015 Certification specifies requirements for a quality management system to demonstrate the Contractor's ability to consistently meet the customers' requirements as well as statutory and regulatory requirements.

The ISO 9001:2008/2015 Certification is not mandatory; however, Contractors are encouraged to maintain the certification during the entire ordering period of their HCaTS 8(a) contract.

#### **H.6.7 INTERNATIONAL ORGANIZATION OF STANDARDIZATION/INTERNATIONAL ELECTROTECHNICAL COMMISSION (ISO/IEC) 27001:2013 CERTIFICATION**

The ISO/IEC 27001:2013 Certification specifies the requirements for establishing, implementing, maintaining and continually improving an information security management system within the context of the organization. It also includes requirements for the assessment and treatment of information security risks tailored to the needs of the organization.

An ISO/IEC 27001:2013 Certification is not mandatory; however, Contractors are encouraged to have ISO/IEC 27001:2013 Certification during the entire ordering period of their HCaTS 8(a) contract.

#### **H.7 LIMITATIONS ON SUBCONTRACTING**

In performance of services awarded under HCaTS 8(a), at least 50% of the cost of task order performance incurred for personnel shall be expended for employees of the concern. FAR 52.219-14 will be monitored and strictly enforced by the HCaTS 8(a) CO.

The Contractor shall specifically identify the total Prime and Sub-contracted labor dollars combined and the total labor dollars subcontracted separately in each invoice submitted under HCaTS 8(a) task orders.

If an ordering agency has a supplemental regulation that does not coincide with FAR 52.219-14, the OCO may tailor this section at the task order level.

#### **H.8 MEANINGFUL RELATIONSHIP COMMITMENT LETTERS (MRCL)**

If applicable, an MRCL establishes the relationship and commitments of performance for Contractors who share accreditations from other affiliates, divisions, or subsidiaries within a Contractor's internal corporate structure.

If applicable, the Contractor shall maintain and honor each MRCL for the entire ordering period of their HCaTS 8(a) contract. The Contractor shall notify the HCaTS 8(a) CO and designated OCO(s) for affected task orders, in writing, if there are any changes in the status of its internal corporate relationships or commitments and provide the reason(s) for the change.

If applicable, the Contractor's MRCLs are incorporated by reference into the HCaTS 8(a) contract and the HCaTS PMO will provide MRCLs to the OCO upon request.

## **H.9 PROFESSIONAL EMPLOYEE COMPENSATION POLICY**

The Government is concerned with the quality and stability of the work force to be employed on an HCaTS 8(a) contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories may impair the Contractor's ability to attract and retain competent professional service employees or may be viewed as evidence of failure to comprehend the complexity of future task order requirements.

The Contractor's professional employee compensation policy is incorporated by reference and made a part of the HCaTS 8(a) contract.

The Contractor shall notify the HCaTS CO and designated OCO(s) for affected task orders, in writing, if there are any changes in the status of its professional employee compensation plan and provide the reason(s) for the change and copies of the new professional employee compensation policy, as applicable.

## **H.10 UNCOMPENSATED OVERTIME POLICY**

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal workweek for purposes of computing uncompensated overtime hours.

Task Orders may be subject to FAR 52.237-10 when services to be required are on the basis of the number of hours to be provided; therefore, the labor rate charged to the Government shall be adjusted accordingly for the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act.

The Contractor's uncompensated overtime policy is incorporated by reference and made a part of the HCaTS 8(a) contract.

The Contractor shall notify the HCaTS 8(a) CO and designated OCO(s) for affected task orders, in writing, if there are any changes in the status of its uncompensated overtime policy and provide the reason(s) for the change and copies of the new uncompensated overtime policy, as applicable.

## **H.11 SECURITY CLEARANCE REQUIREMENTS**

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

Only those Contractors that meet the required security clearance levels on individual task order solicitations are eligible to compete for such task orders.

In general, all necessary facility and employee security clearances shall be at the expense of the Contractor. In some cases, Government offices that conduct background investigations do not have a means for accepting direct compensation from Contractors and instead charge Federal agencies for the background investigations. In these cases, the Contractor shall be flexible in establishing ways of reimbursing the Government for these expenses. The individual task order shall specify the terms and conditions for reimbursement, if any, for obtaining security clearances. The Contractor shall comply with all security requirements in task orders awarded under its HCaTS 8(a) contract.

#### **H.11.1 FACILITY CLEARANCE LEVEL (FCL)**

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

Under the terms of an FCL agreement, the Government agrees to issue the FCL and inform the Contractor as to the security classification of information to which the Contractor will have access. The Contractor, in turn, agrees to abide by the security requirements set forth in the National Industrial Security Program Operating Manual, commonly referred to as the NISPOM.

There are no mandatory levels of facility security clearance for Contractors under their HCaTS 8(a) contracts; however, task orders may require an FCL at any level.

#### **H.11.2 EMPLOYEE SECURITY CLEARANCE**

Security clearances for Contractor employees, including Subcontractor employees, may require Confidential, Secret, Top Secret, Agency-Specific Clearances, and/or Special Background Investigations for Sensitive Compartmented Information or Special Access Programs. In such cases, the Contractor, at its own expense, is responsible for providing and maintaining personnel with the appropriate security clearances to ensure compliance with Government security regulations, as specified in the individual task order.

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



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

### **H.11.3 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE 12 (HSPD-12)**

When a Contractor or its Subcontractors are required to have physical access to a Federally-controlled facility or access to a Federal information system, the Contractor shall comply with agency personal identity verification procedures in task orders that implement HSPD-12.

### **H.12 SUSTAINABILITY**

HCaTS 8(a) seeks to benefit from the use of sustainable management practices by Contractors including tracking and seeking continual reductions in energy usage, greenhouse gas emissions, water consumption, solid waste and hazardous waste, and other relevant environmental impacts and associated costs.

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

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

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

HCaTS 8(a) encourages Contractors to provide the location(s) (Internet URL(s)) of one or more sources of publicly available information regarding its company-wide environmental impacts and sustainable management practices (sustainability disclosures) on the Contractor's HCaTS 8(a) webpage. In making sustainability disclosures, the Contractor is requested to utilize existing, widely recognized third-party sustainability reporting portals and services such as the Global Reporting Initiative (GRI) Sustainability Disclosure Database (database of corporate social responsibility {CSR} reports) and the Carbon Disclosure Project (CDP) Climate Change and Water Disclosure Questionnaires.

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

### **H.13 PROPRIETARY SOLUTIONS**

Contractors are discouraged from proposing proprietary solutions in response to HCaTS 8(a) task order requirements that necessitate the Contractor's proprietary process, system, maintenance, and/or solution that would prevent competition at a future point or require sustained and non-competitive support.



If a proprietary solution is proposed by a Contractor for a given task order requirement, the Contractor shall mark its proposal accordingly and make it clear to the OCO all limitations and costs associated with the solution.

#### **H.14 PARTNERING**

The HCaTS PMO intends to encourage the foundation of a cohesive partnership between the HCaTS 8(a) Contractors, HCaTS PMO, and Federal agency customers to identify and achieve reciprocal goals, with effective and efficient customer-focused service, in accordance with the terms and conditions of HCaTS 8(a).

Failure to attend meetings, maintain an HCaTS 8(a) webpage, or otherwise not comply with this section may result in activation of Dormant Status (see Sections H.25).

#### **H.15 MEETINGS**

From time to time, the Government may require Contractor attendance, including the attendance of Contractor Key Personnel, to meetings at various locations.

Meetings may be virtual, in-person at a Government facility, a commercial conference center, or a mutually agreed upon Contractor facility on a rotational basis, as determined by the Government. Follow-up meetings may be held periodically throughout the term of HCaTS 8(a) in order to assess performance against the goals and to reinforce partnering principles.

The HCaTS PMO may require up to four HCaTS Program Management Review (PMR) meetings per year. The goal of the PMR meetings are to provide a platform for Contractors, HCaTS PMO, and other agency representatives to communicate current issues, resolve potential problems, discuss business and marketing opportunities, review future and ongoing GSA and Government-wide initiatives, and address HCaTS 8(a) fundamentals. Any Contractor costs associated to PMR meetings shall be at no direct cost to the Government.

#### **H.16 HCATS PMO WEBSITE**

The HCaTS PMO will establish an HCaTS PMO website for the purposes of informing our customers, stakeholders, and the general public of the attributes and procedures of HCaTS and HCaTS 8(a).

The HCaTS PMO website will include, but not be limited to, the following:

1. General overview of the attributes of HCaTS and HCaTS 8(a), and
2. The HCaTS and HCaTS 8(a) conformed contracts (Sections B through J), and
3. Government point-of-contacts (POCs) information (names, titles, phone numbers, and email addresses), and
4. Contractor Key Personnel POC information (names, titles, phone numbers, and email addresses), and

5. List of contract numbers, company names by Pool and MA-IDIQ task order contracts, and direct POC for issuing task order solicitations by an OCO, and
6. Delegation of Procurement Authority (DPA) process for the OCO, and
7. HCaTS and HCaTS 8(a) training and ordering guides, and
8. Sample procurement templates for the OCO, and
9. Scope review process for the OCO, and
10. Statistical information by Federal agency and Contractor, and
11. Links to other mandatory websites for reporting purposes or ordering procedures, and
12. List of Contractors not eligible for solicitations and awards due to Dormant Status, if necessary, and
13. Frequently asked questions.

#### **H.17 CONTRACTOR HCATS 8(A) WEBPAGE**

Within 30 calendar days of the Notice to Proceed, the Contractor shall develop and maintain a current, publicly available webpage accessible via the Internet throughout the ordering period of its HCaTS 8(a) contract and task orders awarded under its HCaTS 8(a) contract. The Contractor shall make its HCaTS 8(a) webpage Rehabilitation Act Section 508 compliant.

The purpose of the webpage is for the Contractor to communicate with potential customers regarding the Contractor's ability to provide the awarded services under HCaTS 8(a).

At a minimum, this webpage shall include, but is not limited to, the following:

1. Link to the HCaTS PMO website, and
2. General overview of HCaTS 8(a), and
3. HCaTS 8(a)-related marketing materials and news releases, and
4. Contractor capabilities for HCaTS 8(a), and
5. Contractor Key Personnel POC information (names, titles, phone numbers, and email addresses), and
6. The HCaTS 8(a) conformed contract (Sections A through K) and all modifications issued within thirty (30) days in pdf, and
7. DUNS Number, and
8. Sustainability Disclosures, if any.

#### **H.18 MARKETING**

The Contractor shall maintain participation by actively pursuing work and competing for task order solicitations under HCaTS 8(a).

The Contractor may develop company-specific HCaTS 8(a) brochures for distribution at trade shows, conferences, seminars, etc., and distribute printed materials to enhance awareness of HCaTS 8(a).

The Contractor may participate in various conferences and trade shows to facilitate outreach efforts for Federal agency customers and to aid in the marketing of HCaTS 8(a).

All marketing, promotional materials, and news releases in connection with HCaTS 8(a) contracts or task order awards under HCaTS 8(a) contracts, including information on the Contractor's HCaTS 8(a) webpage, may be co-branded with marks owned or licensed by the Contractor and HCaTS PMO, as long as the Contractor complies with GSAR 552.203-71.

The Government reserves the right to review and approve any marketing, promotional materials, or news releases by a Contractor that are HCaTS 8(a)-related, including information on the Contractor's HCaTS 8(a) webpage.

#### **H.19 MINIMUM TASK ORDER AWARDS OR ESTIMATED VALUE**

Starting from the date of the HCaTS 8(a) Notice-to-Proceed, the Contractor shall attain a minimum of three task order awards; or, a total task order estimated value of \$750,000.00 (total estimated value of all task orders inclusive of all options); or, show a good faith effort in responding to competitive solicitations released under the Contractor's respective Pool(s) prior to the exercise of Option I under its HCaTS 8(a) contract.

In the event a Contractor is On-Ramped after original contract award, the number of expected task order awards to be attained shall be proportionate with the amount of time spent on the contract in the base period. For example, if the Contractor is On-Ramped to the contract in Year 1, the Contractor would be expected to attain a minimum of two task order awards or total task order estimated value of \$500,000.00, or show a good faith effort in responding to competitive solicitations released under the Contractor's respective Pool(s) from the time it was On-Ramped prior to the exercise of Option I.

Failure to attain the expected number of task order awards, estimated value, or respond to competitive solicitations released under the Contractor's respective Pool(s) from the time it was On-Ramped prior to the exercise of Option I may result in Dormant Status. The Government may or may not exercise the option period if a contractor does not meet the above criteria. Exercising the option period is subject to FAR clause 52.217-8 and FAR clause 52.217-9.

#### **H.20 TRAINING AND PERMITS**

The Contractor shall provide fully trained and experienced personnel required for performance under task orders awarded under its HCaTS 8(a) contract. The Contractor shall train Contractor personnel, at its own expense, except when the OCO has given prior approval for specific training to meet special requirements that are unique to a particular task order.

Except as otherwise provided in an individual task order, the Contractor shall, at its own expense, be responsible for obtaining any and all licenses, certifications, authorizations, approvals, and permits, and for complying with any applicable Federal, national, state, and municipal laws, codes, and regulations,

and any applicable foreign work permits, authorizations, and/or visas in connection with the performance of any applicable task order issued under HCaTS 8(a).

## **H.21 ETHICS AND CONDUCT**

Personal services are not authorized under HCaTS 8(a). HCaTS 8(a) is strictly for non-personal services, which means the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.

The Contractor and its employees shall conduct themselves with the highest degree of integrity and honesty and adhere to the policies and procedures as specified in FAR Part 3, GSAR Part 503 and other applicable agency-specific regulatory supplements.

Failure to adhere to proper ethics and conduct may result in activation of Dormant Status.

### **H.21.1 SUPERVISION**

The Contractor shall not supervise, direct, or control the activities of Government personnel or the employee of any other Contractor under HCaTS 8(a) and the Government will not exercise any supervision or control over the Contractor in the performance of contractual services under HCaTS 8(a). The Contractor is accountable to the Government for the actions of its personnel.

Contractor employees shall not represent themselves as Government employees, agents, or representatives or state orally or in writing at any time that they are acting on behalf of the Government.

In all communications with third parties in connection with HCaTS 8(a), the Contractor shall ensure that all Contractor employees identify themselves as Contractor employees and identify the name of the company for which they work, and must not carry out any direction that violates the terms and conditions of HCaTS 8(a).

The Contractor shall ensure that all of its employees, including Subcontractor employees, working under HCaTS 8(a) are informed of the substance of this clause.

If the Contractor believes any action or communication has been given that would create a personal services relationship between the Government and any Contractor employee or any other potential supervision or duty violation, the Contractor shall notify the OCO and HCaTS 8(a) CO immediately of this communication or action.

### **H.21.2 CONDUCT**

The Contractor shall not discuss with unauthorized persons any information obtained in the performance of work under HCaTS 8(a); conduct business other than that which is covered by HCaTS 8(a) during periods funded by the Government; conduct business not directly related to HCaTS 8(a) on Government

premises; use Government computer systems and/or other Government facilities for company or personal business; recruit on Government premises; or, otherwise act to disrupt official Government business.

The Contractor shall ensure that all of its employees, including Subcontractor employees, working under HCaTS 8(a) are informed of the substance of this clause.

If the Contractor believes any action or communication has been given that would create a business ethics or conduct violation, the Contractor shall notify the OCO and HCaTS 8(a) CO immediately of this communication or action.

### **H.21.3 CONFLICTS OF INTEREST**

The guidelines and procedures of FAR Part 3 and GSAR Part 503, and FAR Subpart 9.5 and GSAR Subpart 509.5, will be used in identifying and resolving any issues of a conflict of interest under HCaTS 8(a). The FAR and other applicable agency-specific regulatory supplements will govern task orders awarded under HCaTS 8(a) contracts.

Assuming no real or potential conflict of interest, a Prime Contractor may be a Subcontractor to another Prime Contractor on task orders solicited and awarded under HCaTS or HCaTS 8(a); however, the OCO may require that the Contractor sign an Organizational Conflict of Interest (OCI) Statement in which the Contractor (and any Subcontractors or teaming partners) agree not to submit any proposal or provide any support to any firm which is submitting (as Prime or Subcontractor) any proposal for any solicitation resulting from the work on a specific task order under HCaTS 8(a) contracts.

All Contractor personnel (to include Subcontractors and Consultants) who will be personally and substantially involved in the performance of any task order issued under HCaTS 8(a) which requires the Contractor to act on behalf of, or provide advice with respect to any phase of an agency procurement shall execute and submit an Employee/Contractor Non-Disclosure Agreement Form. The OCO will provide the appropriate nondisclosure form specific to the procurement. This form shall be required prior to the commencement of any work on such task order and whenever replacement personnel are proposed under an ongoing task order.

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

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

The OCO or HCaTS 8(a) CO, if necessary, will review the information provided by the Contractor and make a determination whether to proceed with the task order and process a request for waiver, if necessary.

#### **H.21.4 COOPERATION WITH OTHER CONTRACTORS ON GOVERNMENT SITES**

The Government may undertake or award other contracts or task orders for work at or in close proximity to the site of the work under HCaTS 8(a). The Contractor shall fully cooperate with the other Contractors and with Government employees and shall carefully adapt scheduling and performing the work under HCaTS 8(a) to accommodate the working environment, heeding any direction that may be provided by the OCO. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor or by Government employees.

### **H.22 GOVERNMENT PROPERTY**

For task orders awarded under HCaTS 8(a) contracts, Government property matters shall follow the same policies and procedures for Government property under FAR Part 45 and other applicable agency-specific regulatory supplements.

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

Unless otherwise specified in a task order, the Contractor shall provide all office equipment and consumable supplies at the Contractor's sole and exclusive expense, including computers/ workstations used in daily operation in support of HCaTS 8(a). The Government will not modify facilities to accommodate contractor-owned equipment or supplies.

The OCO shall tailor property clauses, provisions, and other applicable terms and conditions specific to each task order solicitation and award.

#### **H.22.1 LEASING OF REAL AND PERSONAL PROPERTY**

The Government contemplates that leases may be part of a task order solution offered by a Contractor, but the Government, where the Contractor's solution includes leasing, must not be the Lessee. Under no circumstances on any task order awarded under HCaTS 8(a) contracts shall the Government be deemed to have privity-of-contract with the Owner/Lessor of the leased items; or, the Government be held liable for early termination/cancellation damages if the Government decides not to exercise an option period under a task order unless the Contractor has specifically disclosed the amount of such damages (or the formula by which such damages would be calculated) as part of its proposal and the OCO for the task order has specifically approved such damages as part of the task order's terms and conditions.

#### **H.22.2 GOVERNMENT FACILITIES**

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

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

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

The Contractor shall ensure that all of its employees, including Subcontractor employees, working under HCaTS 8(a) are informed of the substance of this clause.

### **H.22.3 RIGHTS OF INGRESS AND EGRESS**

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

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

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

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

### **H.23 SECTION 508 OF THE REHABILITATION ACT OF 1973**

Contractors shall comply with FAR Subpart 39.2 when developing, procuring , maintaining or using electronic and information technology, unless an exception applies as per FAR Section 39.204.

### **H.24 ON-RAMPING**

The total number of HCaTS Contractors may fluctuate due to various reasons, including but not limited to, industry mergers and acquisitions, and changes in contractors' socioeconomic status.. To maintain an adequate number of Contractors to compete for task orders, HCaTS PMO may determine that it is in the Government's best interest to initiate an on-ramping.

The on-ramping process can add new contractors to the existing pool or create a pool/subpool or a specific socio-economic pool/subpool. The Government determines whether it is in its best interest to restrict the on-ramping participation to the HCaTS existing contractors or to a particular socio-economic group (e.g. 8(a)).



The decision for on-ramping is within the sole discretion of the Government, based on the Government's needs. At the time of an on-ramping, an on-ramping notice and/or solicitation will be posted in Federal Business Opportunities ([www.FBO.gov](http://www.FBO.gov)).

The HCaTS PMO will determine whether it would be in the Government's best interest to add additional Contractors in any form (to the existing Pools or by creating a new Pool or Subpool) at any time, subject to the following conditions:

1. A notice/solicitation is published in Federal Business Opportunities in accordance with FAR Part 5, and under then- applicable Federal procurement law
2. Any Offeror that meets the eligibility requirements set forth in the solicitation may submit a proposal
3. The solicitation identifies the total number of new contracts and the award decision is based upon substantially the same evaluation criteria as the original solicitation or as modified
4. The terms and conditions of any resulting awards are identical to the existing version of the respective HCaTS Pool contract
5. The ordering period will be co-terminous with the existing ordering period of other HCaTS Pool contracts

## **H.25 DORMANT STATUS**

Dormant Status is a condition that applies to HCaTS and is not a debarment, suspension or ineligibility status as defined in FAR Subpart 9.4. Grounds for being placed in Dormant Status include, but are not limited to, failure to meet the deliverables and compliance requirements specified under Section F.5 (Performance Standards).

HCaTS shall be reserved for high performing Contractors. Accordingly, if the HCaTS CO determines that any requirement of HCaTS is not being met, a Contractor may be placed in Dormant Status for one or both HCaTS Pools. In Dormant Status, the Contractor shall not be eligible to participate or compete in any subsequent task order solicitations; however, the Contractor shall continue performance on previously awarded and active task orders, including the exercise of options and modifications at the task order level.

Dormant status will be imposed after a careful consideration of the situation and collaboration with the Contractor to resolve the issue. To place a Contractor in Dormant Status, HCaTS CO must notify the contractor, in writing, regarding poor performance or non- compliance issues. The Contractor will be given a reasonable time, at the discretion of HCaTS CO, to provide a remediation plan to correct the deficiencies/issues. If HCaTS CO is not satisfied with the response, or the remediation plan is not effective, HCaTS CO may issue a final decision, in writing, placing the Contractor in Dormant Status.

Additionally, the final decision will include necessary measures for the Contractor to take to be removed from Dormant Status. The HCaTS CO's final decision may be appealed to the HCaTS Ombudsman under Alternative Disputes Resolution (ADR), or Agency Board of Contract Appeals or United States Court of Federal Claims (See FAR Section 33.201 and GSAR Subpart 533.2).



**(END OF SECTION H)**  
**PART II: CONTRACT CLAUSES**  
**SECTION I: CONTRACT CLAUSES**

**I.1 TASK ORDER PROVISIONS AND CLAUSES**

In accordance with FAR Section 52.301, due to the various combinations of contract provisions and clauses that may be optional under an individual task order based on the contract type, statement of work, dollar value and other specific customer agency requirements, the Human Capital and Training Solutions Small Business (HCaTS 8(a)) cannot predetermine all the contract provisions and clauses for future individual task orders. However, all applicable and required provisions and clauses set forth in FAR Section 52.301 automatically flow down to all HCaTS 8(a) task orders, based on their specific contract type, statement of work, competition requirements, commercial or non- commercial determination, and dollar value as of the date the task order solicitation is issued.

All applicable and required provisions and clauses that automatically flow down to task orders shall remain unchanged as of Federal Acquisition Circular (FAC) No. 2005-84, effective date September 3, 2015, throughout the entire ordering period under HCaTS 8(a). If a future applicable or required provision(s) and/or clause(s) are to the benefit of future task orders solicited under HCaTS 8(a), the future applicable or required provision/clause may be updated by FAC No. and effective date by a bilateral modification to HCaTS 8(a).

If the OCO is acquiring commercial items as defined by FAR Subsection 2.101, the OCO shall identify in the task order solicitation the FAR Part 12 provisions and clauses that apply. Furthermore, the OCO shall identify any optional and/or agency-specific provisions and clauses that do not conflict with the provisions and clauses under HCaTS 8(a) for each individual task order solicitation and subsequent award. For optional and/or agency-specific provisions and clauses, the OCO shall provide the provision and/or clause number, title, date, and fill-in information (if any), as of the date the task order solicitation is issued or award is made.

**I.2 HCATS 8(A) CLAUSES**

The following clauses apply to HCaTS 8(a) and task orders placed under HCaTS 8(a), as applicable. The clauses and dates remain unchanged throughout the term of HCaTS 8(a) unless changed by a bilateral modification to HCaTS 8(a).

**I.2.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE**

HCaTS 8(a) incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Also, the full text of a clause may be accessed electronically at this address:  
<https://www.acquisition.gov/>.

<b>FAR</b>	<b>TITLE</b>	<b>DATE</b>
52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984

52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-14	Display of Hotline Poster(s)	OCT 2015
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	OCT 2016
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records—Negotiation	OCT 2010
52.215-8	Order of Precedence—Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Alternate III)	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Alternate IV)	OCT 2010
52.219-6	Notice of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns* (* NOT MANDATORY)	NOV 2016
52.219-9	Small Business Subcontracting Plan (Alternate II)* (* NOT MANDATORY)	JAN 2017
52.219-11	Special 8(a) Contract Conditions	JAN 2017
52.219-12	Special 8(a) Subcontract Conditions	OCT 2019
52.219-14	Limitations on Subcontracting	JAN 2017
52.219-16	Liquidated Damages—Subcontracting Plan	JAN 1999
52.219-17	Section 8(a) Award	OCT 2019
52.219-18	Notification of Competition Limited to Eligible 8(a) Participants	MAR 2020

52.219-28	Post-Award Small Business Program Re-representation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-14	Rights in Data—General	MAY 2014
52.227-17	Rights in Data—Special Works	DEC 2007
52.228-5	Insurance—Work on a Government Installation	JAN 1997
52.229-3	Federal, State, and Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability of Funds	APR 1984
52.232-23	Assignment of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest after Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes—Fixed-Price (Alternate I)	APR 1984
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JAN 2017
52.245-1	Government Property	JAN 2017
52.245-9	Use and Charges	APR 2012
52.246-25	Limitation of Liability—Services	FEB 1997
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short	APR 1984

	Form)	
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost-Reimbursement)	MAY 2004
52.249-6	Termination (Cost-Reimbursement) (Alternate IV)	SEP 1996
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991

## I.2.2 GSAR CLAUSES INCORPORATED BY REFERENCE

GSAR	TITLE	DATE
552.203-71	Restriction on Advertising	SEP 1999
552.204-9	Personal Identity Verification Requirements	OCT 2012
552.215-70	Examination of Records by GSA	JUL 2016
552.216-74	Task-Order and Delivery-Order Ombudsman	JAN 2017
552.219-72	Preparation, Submission, and Negotiation of Subcontracting Plans	OCT 2016
552.219-74	Section 8(a) Direct Award	SEP 1999
552.219-76	Mentor Requirements and Evaluation	MAR 2012
552.228-5	Government as Additional Insured	JAN 2016
552.232-23	Assignment of Claims	SEP 1999
552.232-77	Payment By Government Charge Card	NOV 2009
552.237-73	Restriction on Disclosure of Information	JUN 2009

## I.2.3 FAR AND GSAR CLAUSES IN FULL TEXT

### I.2.3.1 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of notice to proceed through the contract end date.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

### I.2.3.2 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the micro-purchase threshold, as amended, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor—
- (1) Any order for a single item in excess of: \$3.45 billion for Pool 1;
  - (2) Any order for a combination of items in excess of: \$3.45 billion for Pool 1; or
  - (3) A series of orders from the same ordering office within 365 calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

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

(End of Clause)

#### **I.2.3.3 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract in accordance with Section F.4.

(End of Clause)

#### **I.2.3.4 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 90 calendar days from the current ordering period's expiration date.

(End of Clause)

#### **I.2.3.5 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 90 calendar days from the base period's expiration date; provided that the Government gives the Contractor a

preliminary written notice of its intent to extend at least 120 calendar 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 126 months.

(End of Clause)

### **I.2.3.6 52.219-13 NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)**

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of Clause)

### **I.2.3.7 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)**

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

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(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. The Contractor is prohibited from providing to the Government 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, unless an exception at

paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). 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.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

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

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

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)



### **I.2.3.8 552.204-70 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)**

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

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

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming,  
 or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or  
 permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Representation. [Contractor to complete and submit to the Contracting Officer] The Offeror  
 or Contractor represents that it [ ] will or [ ] will not provide covered telecommunications equipment or  
 services to the Government in the performance of any contract, subcontract, order, or other contractual  
 instrument resulting from this contract. This representation shall be provided as part of the proposal and  
 resubmitted on an annual basis from the date of award.

(d) Disclosures. If the Offeror or Contractor has responded affirmatively to the representation in  
 paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information  
 to the Contracting Officer--

- (1) All covered telecommunications equipment and services offered or provided  
 (include brand; model number, such as original equipment manufacturer (OEM) number,  
 manufacturer part number, or wholesaler number; and item description, as applicable);
- (2) Explanation of the proposed use of covered telecommunications equipment and  
 services and any factors relevant to determining if such use would be permissible under the  
 prohibition in paragraph (b) of this provision;
- (3) For services, the entity providing the covered telecommunications services (include  
 entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if  
 known); and
- (4) For equipment, the entity that produced the covered telecommunications equipment  
 (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM  
 or a distributor, if known).

(End of clause)

#### **(END OF SECTION I)**

### **PART III: LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

#### **SECTION J: LIST OF ATTACHMENTS**

**J.1                    STANDARDIZED LABOR CATEGORIES**

**J.2                    CONTRACT PRICING**

HCaTS PMO will provide OCOs with contract pricing only for the award of Time and Material or Labor-Hour sole source contract type task order. For all other types of task orders, pricing is competed at the task order level.

**(END OF SECTION J)**



**A NEW WAY TO SIGN IN** - If you already have a SAM account, use your **SAM email** for login.gov.

[Log In](#)

[Login.gov FAQs](#)

**ALERT:** SAM.gov will be down for scheduled maintenance Saturday, 01/25/2020 from 8:00 AM to 3:00 PM

**ALERT:** The DFARS provision currently numbered 252.204-70ZZ will be updated to 252.204-7016 in SAM's next release. Additionally, the clause at paragraph (a) will be updated to reference 252.204-7018 instead of 252.204-YY.

**ALERT:** Due to a CAGE service interruption, SAM registrants may encounter an error validating a CAGE Code. If this happens, please try again later.

## Entity Dashboard

JSToogood LLC

DUNS: 079197079 CAGE Code: 70N33

Status: Active

Expiration Date: 09/14/2020

Purpose of Registration: All Awards

2300 West Rathgeber Rd

Wichita Falls, TX, 76310-7927,

UNITED STATES

▸ [Entity Overview](#)

▸ [Entity Registration](#)

▸ [Core Data](#)

▸ [Assertions](#)

▸ [Reps & Certs](#)

▸ [POCs](#)

▸ [Exclusions](#)

▸ [Active Exclusions](#)

▸ [Inactive Exclusions](#)

▸ [Excluded Family Members](#)

[RETURN TO SEARCH](#)

### Entity Registration

#### Page Description

This page contains a view of the entire Entity Registration record. To print or save a copy of this registration, select Print. To view a specific section of the registration, select one of the sub-navigation links (for example, Core Data or POCs) under Entity Registration. To access a previous version of this registration, pick from the record drop-down list then select View Selected Record. The page will reload to display the record.

[PRINT](#)

Current Record ▼

[VIEW SELECTED RECORD](#)

DUNS Number:

079197079

D&B Legal Business Name:

JSToogood LLC

Doing Business As:

Joint Strategic Technologies

#### Core Data

#### Business & TIN Information:

##### Business Information:

Business Start Date: 07/23/2013

Fiscal Year End Close Date: 12/31

Company Division Name:

Company Division Number:

Corporate URL:

Congressional District: TX 13

Initial Registration Date: 11/19/2013

Submission Date: 09/15/2019

Activation Date: 09/17/2019

Expiration Date: 09/14/2020

##### Physical Address:

Address Line 1: 2300 West Rathgeber Rd

City: Wichita Falls

State/Province: TX

Country: UNITED STATES

ZIP/Postal Code:	76310 - 7927
<b>Mailing Address:</b>	
Address Line 1:	2300 West Rathgeber Rd
Address Line 2:	
City:	Wichita Falls
State/Province:	TX
Country:	UNITED STATES
ZIP/Postal Code:	76310 - 7927

CAGE/NCAGE Code

CAGE:	70N33
Does this entity have an Immediate Owner?	No
Does this entity have any Predecessors?	No

General Information

Country of Incorporation:	UNITED STATES
State of Incorporation:	TX

Business Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the [SBA's Dynamic Small Business Search](#) if the entity completed the SBA Supplemental Pages during registration.

Entity Structure

Corporate Entity (Not Tax Exempt)

Profit Structure

For Profit Organization

Business Types

Woman Owned Business

Veteran Owned Business

Service Disabled Veteran Owned Business

Economically Disadvantaged Women Owned Small Business

Woman Owned Small Business

Entity Type

Business or Organization

Purpose of Registration

All Awards

SBA Certified

SBA Certified 8(a) Program Participant

SBA 8(a) Entrance Date: 06/19/2016

SBA 8(a) Exit Date: 06/19/2025

DOT Certifications

DOT Certified DBE

Organization Factors

Limited Liability Company

Financial Information

Do you accept credit cards as a method of payment? Yes

Account Details:

CAGE Code: 70N33

Electronic Funds Transfer:

Automated Clearing House (ACH):

Executive Compensation Questions

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results: Yes

Assertions

Goods & Services:

NAICS Codes Selected

541330		Engineering Services
541511		Custom Computer Programming Services
541512	Yes	Computer Systems Design Services
541519		Other Computer Related Services
541611		Administrative Management and General Management Consulting Services
541612		Human Resources Consulting Services
541614		Process, Physical Distribution, and Logistics Consulting Services
541618		Other Management Consulting Services
541690		Other Scientific and Technical Consulting Services
541990		All Other Professional, Scientific, and Technical Services
561499		All Other Business Support Services
611430		Professional and Management Development Training
611512		Flight Training
621999		All Other Miscellaneous Ambulatory Health Care Services

Product & Service Codes Selected

PSC	Description
U099	EDUCATION/TRAINING- OTHER
R410	SUPPORT- PROFESSIONAL: PROGRAM EVALUATION/REVIEW/DEVELOPMENT
R408	SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPPORT
R699	SUPPORT- ADMINISTRATIVE: OTHER
R499	SUPPORT- PROFESSIONAL: OTHER
R799	SUPPORT- MANAGEMENT: OTHER

PSC	Description
R425	SUPPORT- PROFESSIONAL: ENGINEERING/TECHNICAL
U008	EDUCATION/TRAINING- TRAINING/CURRICULUM DEVELOPMENT
R707	SUPPORT- MANAGEMENT: CONTRACT/PROCUREMENT/ACQUISITION SUPPORT

Size Metrics

World Wide:

Location (Optional):

EDI Information

Do you wish to enter EDI Information for your non-government entity? -

Disaster Response Information

Do you wish to be included in the Disaster Response Registry? Yes

Does your company require bonding to bid on Contracts? No

Geographic Area Served:

Any State

Representations and Certifications

Representations and Certifications:

I have read each of the FAR and DFARS provisions presented on this page. By submitting this certification, I, Jamesina Toogood, am attesting to the accuracy of the representations and certifications contained herein, including the entire NAICS table. I understand that I may be subject to criminal prosecution under Section 1001, Title 18 of the United States Code or civil liability under the False Claims Act if I misrepresent JSToogood LLC in any of these representations or certifications to the Government.

READ ONLY PROVISIONS - The following FAR and DFARS provisions are provided for you to read. They do not require completion of any data. Select the provision number to expand and review the full text. When certifying to the information on this page, you are also certifying that you have read each one of these provisions.

[FAR 52.203-11](#): Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

[FAR 52.203-18](#): Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation

[FAR 52.209-10](#): Prohibition on Contracting with Inverted Domestic Corporations.

[FAR 52.212-5](#): Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items.

[FAR 52.222-38](#): Compliance with Veterans' Employment Reporting Requirements

[FAR 52.222-50](#): Combating Trafficking in Persons

[FAR 52.222-56](#): Certification Regarding Trafficking in Persons Compliance Plan.

[FAR 52.223-1](#): Biobased Product Certification

[FAR 52.225-20](#): Prohibition on Conducting Restricted Business Operations in Sudan-Certification

[FAR 52.225-25](#): Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certifications

[FAR 52.227-6](#): Royalty Information (Alternate I)

[DFARS 252.209-7003](#): Reserve Officer Training Corps and Military Recruiting on Campus-Representation.

[DFARS 252.225-7003](#): Report of Intended Performance Outside the United States and Canada-Submission with Offer

[DFARS 252.225-7031](#): Secondary Arab Boycott of Israel

[DFARS 252.225-7042](#): Authorization to Perform

[DFARS 252.225-7050](#): Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism.

[DFARS 252.229-7012](#): Tax Exemptions (Italy)-Representation.

[DFARS 252.229-7013](#): Tax Exemptions (Spain)-Representation.

[DFARS 252.239-7011](#): Special Construction and Equipment Charges

[DFARS 252.247-7023](#): Transportation of Supplies by Sea (Alternate I, II)

**The FAR and DFARS provisions shown below have been populated based on data you provided earlier in your registration. Please open and review each provision before you proceed from this page. If you need to correct any data, a link will be provided to the relevant page for editing.**

By maintaining an active entity registration in SAM, the entity complied with requirements to report proceedings data in accordance with FAR 52.209-7 Information Regarding Responsibility Matters and with requirements to report executive compensation data in accordance with FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.

[FAR 52.203-2](#): Certificate of Independent Price Determination.

[FAR 52.204-3](#): Taxpayer Identification

[FAR 52.204-5](#): Women-Owned Business (Other Than Small Business)

[FAR 52.204-17](#): Ownership or Control of Offeror

[FAR 52.204-20](#): Predecessor of Offeror

[FAR 52.209-2](#): Prohibition on Contracting with Inverted Domestic Corporations-Representation

[FAR 52.209-5](#): Certification Regarding Responsibility Matters

[FAR 52.209-11](#): Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law

[FAR 52.212-3](#): Offeror Representations and Certifications -Commercial Items

The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.219-1(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in 52.219-1(c)(1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

The NAICS Codes shown are only those you selected. Use the "View More" button to see your entity's size status for any NAICS Code.

[FAR 52.214-14](#): Place of Performance-Sealed Bidding

[FAR 52.215-6](#): Place of Performance

[FAR 52.219-1](#): Small Business Program Representations (Alternate I)

The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.219-1(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in 52.219-1(c)(1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

The NAICS Codes shown are only those you selected. Use the "View More" button to see your entity's size status for any NAICS Code.

[FAR 52.219-2](#): Equal Low Bids

[FAR 52.222-18](#): Certification Regarding Knowledge of Child Labor for Listed End Products

[FAR 52.222-22](#): Previous Contracts and Compliance Reports

[FAR 52.222-25](#): Affirmative Action Compliance

[FAR 52.222-48](#): Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification

[FAR 52.222-52](#): Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification

[FAR 52.223-4](#): Recovered Material Certification

[FAR 52.223-9](#): Estimate of Percentage of Recovered Material Content for EPA-Designated Items (Alternate I)

[FAR 52.223-22](#): Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation.

[FAR 52.225-2](#): Buy American Certificate

[FAR 52.225-4](#): Buy American-Free Trade Agreements-Israeli Trade Act Certificate

[FAR 52.225-6](#): Trade Agreements Certificate

[FAR 52.226-2](#): Historically Black College or University and Minority Institution Representation

[FAR 52.227-15](#): Representation of Limited Rights Data and Restricted Computer Software

[DFARS 252.209-7002](#): Disclosure of Ownership or Control by a Foreign Government

[DFARS 252.216-7008](#): Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government-Representation.

[DFARS 252.225-7000](#): Buy American--Balance of Payments Program Certificate.

[DFARS 252.225-7020](#): Trade Agreements Certificate.

[DFARS 252.225-7035](#): Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate (Alternate I, II, III, IV & V)

[DFARS 252.225-7049](#): Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations.

[DFARS 252.247-7022](#): Representation of Extent of Transportation by Sea



Grants Certifications

The Grants Certifications are a common set of certifications and representations required by Federal statutes or regulations in accordance with the grants guidance under Title 2 of the Code of Federal Regulations (2 CFR 200.208 Certifications and Representations). Those non-Federal entities who intend to apply for, or are already recipients of Federal grants or agreements, must read and agree to the corresponding certifications and representations. Registrants who reply yes to the following question are required to keep these certifications and representations current, accurate, and complete as part of their entity registration.

Does JSToogood LLC wish to apply for a Federal financial assistance project or program, or is JSToogood LLC currently the recipient of funding under any Federal financial assistance project or program? **No**

Points of Contact

Mandatory Points of Contact:

Accounts Receivable POC

Electronic Business POC

Title:  
First Name: Jaime  
Middle Name:  
Last Name: Toogood  
US Phone: (202)644-8528  
Extension:  
NON US Phone:  
Notes:  
Address Line 1: 2221 South Clark St.  
Address Line 2:  
City: Arlington  
State/Province: VA  
Country: UNITED STATES  
ZIP/Postal Code: 22202

Sole Proprietorship POC

Government Business POC

Title:  
First Name: Jaime  
Middle Name:  
Last Name: Toogood  
US Phone: (202)644-8528  
Extension:  
NON US Phone:  
Notes:

Address Line 1:	2221 South Clark St.
Address Line 2:	
City:	Arlington
State/Province:	VA
Country:	UNITED STATES
ZIP/Postal Code:	22202

Optional Points of Contact:



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This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

## **FAR Report**

**Certification for: JSToogood LLC**

**DUNS: 079197079**

**Certification Validity From: Sun Sep 15 11:15:11 EDT 2019**

**To : Mon Sep 14 11:15:11 EDT 2020**

**I have read each of the FAR and DFARS provisions presented on this page. By submitting this certification, I, Jamesina Toogood, am attesting to the accuracy of the representations and certifications contained herein, including the entire NAICS table. I understand that I may be subject to criminal prosecution under Section 1001, Title 18 of the United States Code or civil liability under the False Claims Act if I misrepresent JSToogood LLC in any of these representations or certifications to the Government.**

By maintaining an active entity registration in SAM, the entity complied with requirements to report proceedings data in accordance with FAR 52.209-7 Information Regarding Responsibility Matters and with requirements to report executive compensation data in accordance with FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.

### **FAR 52.203-2 Certificate of Independent Price Determination (Apr 1985)**

- (a) The offeror certifies that-
  - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
    - (i) Those Prices
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
  - (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
  - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision Jamesina Toogood, CEO;
    - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
    - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### **(End of Provision)**

### **FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)**

- (a) Definitions. As used in this provision-"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions"(52.203-12).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby 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 its behalf in connection with the awarding of this contract.
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

#### **(End of Provision)**

**FAR 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)**

As prescribed in 3.909-3(a), insert the following provision: Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)

(a) Definition.

Internal confidentiality agreement or statement, subcontract, and subcontractor, as used in this provision, are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) 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 funds appropriated (or otherwise made available) 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.

(c) The prohibition in paragraph (b) 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.

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

**(End of Provision)**

**FAR 52.204-3 Taxpayer Identification (Oct 1998)**

(a) Definitions

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) 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 IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

\* ☒ TIN on file.

\* ☐ TIN has been applied for.

\* TIN is not required because:

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

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

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

- (e) Type of organization.  
 \* ☐ sole proprietorship;  
 \* ☐ Partnership;  
 \* ☒ Corporate entity (not tax-exempt);  
 \* ☐ Corporate entity (tax-exempt);  
 \* ☐ Government entity (Federal, State, or local);  
 \* ☐ Foreign government;  
 \* ☐ International organization per 26 CFR 1.6049-4;  
 \* ☐ Other

LLC

- (f) Common parent.  
 \* ☒ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.  
 \* ☐ Name:  
 TIN:

**(End of Provision)**

**FAR 52.204-5 Women-Owned Business (Other Than Small Business) (Oct 2014)**

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is a women-owned business concern.

**(End of Provision)**

**FAR 52.204-17 Ownership or Control of Offeror (Jul 2016)**

(a) Definition. As used in this provision--  
 Commercial and Government Entity (CAGE) code means--

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

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

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

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

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

(c) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_  
 Immediate owner legal name: Offeror asserts international ownership. They must provide the owner's NCAGE Code within 90 days of registration.  
 (Do not use a "doing business as" name)  
 Is the immediate owner owned or controlled by another entity?  
☐ Yes ☐ No

(d) If the Offeror indicates "yes" in paragraph (c) 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: Offeror asserts international ownership. They must provide the owner's NCAGE Code within 90 days of registration.  
(Do not use a "doing business as" name)

\*Currently, only one Immediate or Highest-Level Owner may be identified by a CAGE Code. If the offeror has more than one (such as a joint venture) at either level of ownership, they must select only one to report.

**(End of Provision)**

**FAR 52.204-20 Predecessor of Offeror (Jul 2016)**

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

"Commercial and Government Entity (CAGE) code" means--

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

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

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

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

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

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

Predecessor CAGE Code: \_\_\_\_\_  
(or mark "Unknown").  
Predecessor legal name: \_\_\_\_\_  
(Do not use a "doing business as" name)

**(End of Provision)**

**FAR 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation (Nov 2015)**

(a) Definitions. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) 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.

(c) Representation. the offeror represents that-

- (1) It ☐ is ☒ is not an inverted domestic corporation; and
- (2) It ☐ is ☒ is not a subsidiary of an inverted domestic corporation.

**(End of Provision)**

**FAR 52.209-5 Certification Regarding Responsibility Matters (OCT 2015)**

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

- (i) The Offeror and/or any of its Principals-
  - (A) Are ☐ Are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
  - (B) Have ☐ Have not ☒ , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);
  - (C) Are ☐ Are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
  - (D) Have ☐ Have not ☒ , within a three-year period preceding this offer, been notified of any delinquent Federal Taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
- (1) Federal taxes are considered delinquent if both of the following criteria apply:
  - (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
  - (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (2) Examples:
  - (i) The taxpayer has received a statutory notice of deficiency, under I.R.C.6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
  - (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
  - (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C.6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
  - (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C 362 (the Bankruptcy Code).
  - (ii) The Offeror has ☐ , has not ☒ , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### (End of Provision)

#### **FAR 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)**

Definitions. As used in this clause- "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).

"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.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**(End of Provision)**

**FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)**

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

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

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

(b) The Offeror represents that-

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

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

**(End of Provision)**

**FAR 52.212-3 Offeror Representations and Certifications - Commercial Items (Oct 2018)**

The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.212-3(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in 52.212-3(c)(1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

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



(a) Definitions. As used in this provision-

"Commercial and Government Entity (CAGE) code" means--

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

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

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

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

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

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

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

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

"Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

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

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

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

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

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

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

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

"Sensitive technology"-

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

"Service - disabled veteran - owned small business concern"-

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

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

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subcontract" means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the

predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Veteran owned small business concern" means a small business concern-

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

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

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

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

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

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

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

(b)

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

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

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

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

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

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

NAICS Code	Name	NAICS Exception	Size Standard	Small Business?
541330	Engineering Services	1	\$16500000.00	Y
541330	Military and Aerospace Equipment and Military Weapons	2	\$41500000.00	Y
541330	Contracts and Subcontracts for Engineering Services Awarded Under the National Energy Policy Act of 1992	3	\$41500000.00	Y
541330	Marine Engineering and Naval Architecture	4	\$41500000.00	Y
541511	Custom Computer Programming Services		\$30000000.00	Y
541512	Computer Systems Design Services		\$30000000.00	Y
541519	Other Computer Related Services	1	\$30000000.00	Y
541519	Information Technology Value Added Resellers	2	150	Y
541611	Administrative Management and General Management Consulting Services		\$16500000.00	Y
541612	Human Resources Consulting Services		\$16500000.00	Y
541614	Process, Physical Distribution, and Logistics Consulting Services		\$16500000.00	Y
541618	Other Management Consulting Services		\$16500000.00	Y
541690	Other Scientific and Technical Consulting Services		\$16500000.00	Y
541990	All Other Professional, Scientific, and Technical Services		\$16500000.00	Y
561499	All Other Business Support Services		\$16500000.00	Y
611430	Professional and Management Development Training		\$12000000.00	Y
611512	Flight Training		\$30000000.00	Y
621999	All Other Miscellaneous Ambulatory Health Care Services		\$16500000.00	Y

- (1)\* Small business concern. The offeror represents as part of its offer that it [X] is, [ ] is not a small business concern.
- (2)\* Veteran-owned small business concern. The offeror represents as part of its offer that it [X] is, [ ] is not a veteran-owned small business concern.
- (3)\* Service-disabled veteran-owned small business concern. The offeror represents as part of its offer that it [X] is, [ ] is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. The offeror represents, that it [X] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5)\* Women-owned small business concern. The offeror represents that it [X] is, [ ] is not a women-owned small business concern.

\*Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern size status is calculated based on the Small Business Administration size standard for each NAICS code using the size metrics (e.g. Average Number of Employees and Average Annual Receipts) provided by JSToogood LLC in their SAM registration.

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

- (i) It [X] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [ ] is, [X] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture:] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

- (i) It [X] is, [ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [ ] is, [X] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

State Eligible Labor Surplus: Civil Jurisdictions Included:

- (10) HUBZone small business concern. The offeror represents, as part of its offer, that-
  - (i) It [ ] is, It[X] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified in accordance with 13 CFR part 126; and
  - (ii) It [ ] is, It[X] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

- (1) Previous contracts and compliance. The offeror represents that-
  - (i) It [ ] has It [X] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
  - (ii) It [X] has It [ ] has not filed all required compliance reports.
- (2) Affirmative Action Compliance. The offeror represents that-
  - (i) It [ ] has developed and has on file, It [ ] 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 [X] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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

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

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

(2) Foreign End Products:

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

(g)(1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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

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

Other Foreign End Products:

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

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

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

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

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

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

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

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

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

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

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

Other End Products:

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

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

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

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

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

(ii) Examples:

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

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

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

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

(1) Listed end products.

Listed End Products	Listed Country of Origin
Bamboo	Burma
Beans (green, soy, yellow)	Burma
Brazil Nuts/Chestnuts	Bolivia
Bricks	Afghanistan, Burma, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan
Cattle	South Sudan
Cassiterite	Democratic Republic of Congo
Coal	Pakistan
Coca (stimulant plant)	Colombia
Cocoa	Cote d'Ivoire, Nigeria
Coffee	Cote d'Ivoire
Coltan	Democratic Republic of Congo
Cotton	Benin, Burkina Faso, China, Tajikistan, Uzbekistan
Cottonseed (hybrid)	India
Diamonds	Sierra Leone
Dried Fish	Bangladesh
Electronics	China
Embroidered Textiles (zari)	India, Nepal
Fish	Ghana
Garments	Argentina, India, Thailand, Vietnam
Gold	Burkina Faso, Democratic Republic of Congo
Granite	Nigeria
Gravel (crushed stones)	Nigeria
Pornography	Russia
Rice	Burma, India, Mali
Rubber	Burma
Shrimp	Thailand
Stones	India, Nepal
Sugarcane	Bolivia, Burma
Teak	Burma
Textiles (hand-woven)	Ethiopia
Tilapia (fish)	Ghana
Tobacco	Malawi
Toys	China
Wolframite	Democratic Republic of Congo

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does, ☒ does not certify that \_\_\_\_

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

\* ☒ TIN on file.

\* ☐ TIN has been applied for.

\* TIN is not required because:

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

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

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

(4) Type of organization.

\* ☐ sole proprietorship;

\* ☐ Partnership;

\* ☒ Corporate entity (not tax-exempt);

\* ☐ Corporate entity (tax-exempt);

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

\* ☐ Foreign government;

\* ☐ International organization per 26 CFR 1.6049-4;

\* ☐ Other

LLC

(5) Common parent.

\* ☒ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\* ☐ Name:

TIN:

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



- (n) Prohibition on Contracting with Inverted Domestic Corporations.  
 (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.  
 (2) Representation. the offeror represents that-  
 (i) It ☐ is ☒ is not an inverted domestic corporation; and  
 (ii) It ☐ is ☒ is not a subsidiary of an inverted domestic corporation.
- (o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.  
 (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.  
 (2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-  
 (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;  
 (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and  
 (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).  
 (3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-  
 (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and  
 (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

- (p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.)  
 (1) The Offeror represents that it ☐ has or ☒ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.\*  
 (2) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_  
 Immediate owner legal name: Offeror asserts international ownership. They must provide the owner's NCAGE Code within 90 days of registration.  
 (Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity?

☐ Yes ☐ No

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

Highest-level owner CAGE code: \_\_\_\_\_  
 Highest-level owner legal name: Offeror asserts international ownership. They must provide the owner's NCAGE Code within 90 days of registration.  
 (Do not use a "doing business as" name)

\*Currently, only one Immediate or Highest-Level Owner may be identified by a CAGE Code. If the offeror has more than one (such as a joint venture) at either level of ownership, they must select only one to report.

- (q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.  
 (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that-  
 (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or  
 (ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.  
 (2) The Offeror represents that-  
 (i) It ☐ is ☒ is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and  
 (ii) It ☐ is ☒ is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

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

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

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

Predecessor CAGE Code: \_\_\_\_\_  
(or mark "Unknown").  
Predecessor legal name: \_\_\_\_\_  
(Do not use a "doing business as" name)

(s) Reserved.

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

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

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

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

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

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

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

#### Alternate I (Oct 2014)

As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(End of Provision)

**FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Oct 2018)**

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

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) [Reserved].
- (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- (10) [Reserved].
- (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- (ii) Alternate I (Nov 2011) of 52.219-3.
- (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (Jan 2011) of 52.219-4.
- (13) [Reserved].
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Nov 2016) of 52.219-9.
- (iii) Alternate II (Nov 2016) of 52.219-9.
- (iv) Alternate III (Nov 2016) of 52.219-9.
- (v) Alternate IV (Nov 2016) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(ii)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).
- (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Oct 2015) of 52.223-13.
- (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-14.
- (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-16.
- (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (ii) Alternate I (Jan 2017) of 52.224-3.
- (48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
- (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (May 2014) of 52.225-3.
- (iii) Alternate II (May 2014) of 52.225-3.

- (iv) Alternate III (May 2014) of 52.225-3.
- (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (57) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (58) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).
- (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.

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

- [Contracting Officer check as appropriate.]
- (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).
  - (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
  - (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
  - (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
  - (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
  - (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
  - (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

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

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

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

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

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
- (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (xii) — (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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).
- (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-54, Employment Eligibility Verification (Oct 2015).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (Executive Order 13658).
- (xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016)).
- (xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xx)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.
- (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

#### **ALTERNATE I (Feb 2000)**

As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause."

#### **ALTERNATE II (Jan 2017)**

As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to-

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

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

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

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

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

(H) 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.

(I) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(J) (1) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

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

(K) 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).

(L) 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).

(M) 52.222-54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).

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

(O) 52.222-59 Compliance with Labor Laws (Executive Order 13673) (Oct 2016).

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

(P) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

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

(R)(1) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

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

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

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

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

**(End of Provision)**

**FAR 52.214-14 Place of Performance-Sealed Bidding (Apr 1985)**

(a) The bidder, in the performance of any contract resulting from this solicitation, [ ] intends, [X] does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

**(End of Provision)**

**FAR 52.215-6 Place of Performance (Oct 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends [X] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

**(End of Provision)**

**FAR 52.219-1 Small Business Program Representations (Oct 2014)**

The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.219-1(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in 52.219-1(c)(1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

(a) Definitions. As used in this provision-

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

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

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

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

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

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

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

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

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

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

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

"Veteran-owned small business concern" means a small business concern-

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

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

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

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

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

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

(b) (1) The North American Industry Classification System (NAICS) code for this acquisition is See Note.\*

(2) The small business size standard is See Note.

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

(c) Representations



NAICS Code	Name	NAICS Exception	Size Standard	Small Business?
541330	Engineering Services	1	\$16500000.00	Y
541330	Military and Aerospace Equipment and Military Weapons	2	\$41500000.00	Y
541330	Contracts and Subcontracts for Engineering Services Awarded Under the National Energy Policy Act of 1992	3	\$41500000.00	Y
541330	Marine Engineering and Naval Architecture	4	\$41500000.00	Y
541511	Custom Computer Programming Services		\$30000000.00	Y
541512	Computer Systems Design Services		\$30000000.00	Y
541519	Other Computer Related Services	1	\$30000000.00	Y
541519	Information Technology Value Added Resellers	2	150	Y
541611	Administrative Management and General Management Consulting Services		\$16500000.00	Y
541612	Human Resources Consulting Services		\$16500000.00	Y
541614	Process, Physical Distribution, and Logistics Consulting Services		\$16500000.00	Y
541618	Other Management Consulting Services		\$16500000.00	Y
541690	Other Scientific and Technical Consulting Services		\$16500000.00	Y
541990	All Other Professional, Scientific, and Technical Services		\$16500000.00	Y
561499	All Other Business Support Services		\$16500000.00	Y
611430	Professional and Management Development Training		\$12000000.00	Y
611512	Flight Training		\$30000000.00	Y
621999	All Other Miscellaneous Ambulatory Health Care Services		\$16500000.00	Y

(1)\*\* The offeror represents as part of its offer that it [X] is, [ ] is not a small business concern (see below).

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

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

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

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

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

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

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

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

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

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

\*If you are responding to a Government solicitation for supplies or services under a NAICS code not listed in paragraph (b) of this certification, you must provide this certification directly to the Contracting Officer.

\*\*Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern size status is calculated based on the Small Business Administration size standard for each NAICS code using the size metrics (e.g. Average Number of Employees and Average Annual Receipts) provided by JSToogood LLC in their SAM registration.

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

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

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

(d) Notice.

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

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

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

#### **Alternate I (Sept 2015)**

As prescribed in 19.309(a)(2), add the following paragraph (c)(9) to the basic provision:

(9) [Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.] The offeror shall check the category in which its ownership falls:

[ ] Black American.

[ ] Hispanic American.

[ ] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

[ ] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

[ ] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

[ ] Individual/concern, other than one of the preceding.

**(End of Provision)**

**FAR 52.219-2 Equal Low Bids (Oct 1995)**

(a) This provision applies to small business concerns only

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

**(End of Provision)**

**FAR 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2001)**

(a) Definition:

"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.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Products	Listed Country of Origin
Bamboo	Burma
Beans (green, soy, yellow)	Burma
Brazil Nuts/Chestnuts	Bolivia
Bricks	Afghanistan, Burma, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan
Cattle	South Sudan
Cassiterite	Democratic Republic of Congo
Coal	Pakistan
Coca (stimulant plant)	Colombia
Cocoa	Cote d'Ivoire, Nigeria
Coffee	Cote d'Ivoire
Coltan	Democratic Republic of Congo
Cotton	Benin, Burkina Faso, China, Tajikistan, Uzbekistan
Cottonseed (hybrid)	India
Diamonds	Sierra Leone
Dried Fish	Bangladesh
Electronics	China
Embroidered Textiles (zari)	India, Nepal
Fish	Ghana
Garments	Argentina, India, Thailand, Vietnam
Gold	Burkina Faso, Democratic Republic of Congo
Granite	Nigeria
Gravel (crushed stones)	Nigeria
Pornography	Russia
Rice	Burma, India, Mali
Rubber	Burma
Shrimp	Thailand
Stones	India, Nepal
Sugarcane	Bolivia, Burma
Teak	Burma
Textiles (hand-woven)	Ethiopia
Tilapia (fish)	Ghana
Tobacco	Malawi
Toys	China
Wolframite	Democratic Republic of Congo

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision

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

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

**(End of Provision)**

**FAR 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)**

The offeror represents that-

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

(b) It ☒ has It ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**(End of Provision)**

**FAR 52.222-25 Affirmative Action Compliance (Apr 1984)**

The offeror represents that-

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

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

**(End of Provision)**

**FAR 52.222-38 Compliance with Veterans' Employment Reporting Requirements (Feb 2016)**

As prescribed in 22.1310 (c), insert the following provision:

**COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (Feb 2016)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) ( i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has filed the most recent VETS-4212 Report required by that clause.

**(End of Provision)**

**FAR 52.222-48 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification (May 2014)**

(a) The offeror shall check the following certification:

Certification

The offeror ☐ does certify ☒ does not certify that -

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

(2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and

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

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Labor Standards statute-

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision-

(1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

**(End of Provision)**

**FAR 52.222-50 Combating Trafficking in Persons (MAR 2015)**

As prescribed in 22.1705(a)(1), insert the following clause:

**COMBATING TRAFFICKING IN PERSONS (MAR 2015)**

(a) Definitions. As used in this clause-

"Agent" means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

"Coercion" means-

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

"Commercially available off-the-shelf (COTS) item" means-

- (1) Any item of supply (including construction material) that is-
  - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person-

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of-

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means-

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not-

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;
- (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees recruitment fees;
- (7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-
  - (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
  - (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-
- (ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is-
  - (A) Legally permitted to remain in the country of employment and who chooses to do so; or
  - (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
- (iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
- (8) Provide or arrange housing that fails to meet the host country housing and safety standards; or
- (9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall-

- (1) Notify its employees and agents of-
  - (i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and
  - (ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification.

- (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of-
  - (i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and
  - (ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.
- (2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in-

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Declining to exercise available options under the contract;
- (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

- (1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
- (2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation.

- (1) The Contractor shall, at a minimum-
  - (i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
  - (ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
  - (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
  - (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
- (2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-
  - (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
  - (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
  - (iii) Restrict the Contractor from-
    - (A) Conducting an internal investigation; or
    - (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

- (h) Compliance plan.
- (1) This paragraph (h) applies to any portion of the contract that-
- (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
  - (ii) Has an estimated value that exceeds \$500,000.
- (2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate-
- (i) To the size and complexity of the contract; and
  - (ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.
- (3) Minimum requirements. The compliance plan must include, at a minimum, the following:
- (i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.
  - (ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at [help@befree.org](mailto:help@befree.org).
  - (iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
  - (iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.
  - (v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
- (4) Posting.
- (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.
  - (ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.
- (5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that-
- (i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and
  - (ii) After having conducted due diligence, either-
    - (A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or
    - (B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.
- (i) Subcontracts.
- (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-
- (A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
  - (B) Has an estimated value that exceeds \$500,000.
- (2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

#### (End of Provision)

#### **FAR 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification (May 2014)**

- (a) The offeror shall check the following certification:
- Certification
- The offeror [ ] does[X] does not certify that -
- (1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;
- (3) 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
- (4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.



(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR22.1003-4(d)(3) that the Service Contract Labor Standards statute-

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision-

(1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

**(End of Provision)**

**FAR 52.222-56 Compliance Plan (MAR 2015)**

As prescribed in 22.1705(b), insert the following provision:

**CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)**

(a) The term "commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled "Combating Trafficking in Persons" (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that-

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds \$500,000.

(c) The certification shall state that-

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either-

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

**(End of Provision)**

**FAR 52.223-1 Biobased Product Certification (May 2012)**

(a) As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

**(End of Provision)**

**FAR 52.223-4 Recovered Material Certification (May 2008)**

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

[X] certifies compliance with 52.223-4

**(End of Provision)**

**FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)**

**Alternate I (May 2008)**

As prescribed in 23.406(d), redesignate paragraph (b) of the basic clause as paragraph (c) and add the following paragraph (b) to the basic clause:

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

#### **Certification**

[X] I, Jamesina Toogood(name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

Submission of this record serves as the signature for this Certification

[Signature of the Officer or Employee]

Jamesina Toogood  
[Typed Name of the Officer or Employee]

[Title]

(Doing Business As:)  
[Name of Company, Firm, or Organization]

Sun Sep 15 11:15:11 EDT 2019  
[Date]

#### **(End of Provision)**

#### **FAR 52.223-22 Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation (Dec 2016)**

As prescribed in 23.804(b), insert the following provision:  
Public Disclosure of Greenhouse Gas Emissions and Reduction Goals- Representation (Dec 2016)

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

(b) Representation [Offeror is to check applicable blocks in paragraphs (b)(1) and (2).]

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

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

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

(c) If the Offeror checked "does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

#### **(End of Provision)**

#### **FAR 52.225-2 Buy American Act Certificate (May 2014)**

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

(b) Foreign End Products:

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

#### **(End of Provision)**

#### **FAR 52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate (May 2014)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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

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

Other Foreign End Products:

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

#### **Alternate I (May 2014)**

As prescribed in 25.1101 (b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:  
(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":  
Canadian End Products:

#### **Alternate II (May 2014)**

As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:  
(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":  
Canadian or Israeli End Products:

#### **Alternate III (May 2014)**

As prescribed in 25.1101(b)(2)(iv), substitute the following paragraph (b) for paragraph (b) of the basic provision:  
(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":  
Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

#### **(End of Provision)**

#### **FAR 52.225-6 Trade Agreements Certificate (May 2014)**

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

(b) The offeror shall list as other end products those supplies that are not U.S.-made, or designated country, end products.  
Other End Products:

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. 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 those products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

#### **(End of Provision)**

#### **FAR 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan-Certification (Aug 2009)**

(a) Definitions. As used in this provision-

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means-

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"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

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

#### (End of Provision)

#### **FAR 52.225-25 tion on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certifications (Oct 2015)**

(a) Definitions. As used in this provision-

"Person"-

(1) Means-

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"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)).

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

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror-

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

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if-

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

**(End of Provision)**

**FAR 52.226-2 Historically Black College or University and Minority Institution Representation (Oct 2014)**

(a) Definitions. As used in this provision-

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2.

"Minority institution" means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a).

(b) Representation. The offeror represents that it-  
[ ] is [X] is not a historically black college or university;

[ ] is [X] is not a minority institution.

**(End of Provision)**

**FAR 52.227-6 Royalty Information (Apr 1984)**

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

**(End of Provision)**

**FAR 52.227-15 Representation of Limited Rights Data and Restricted Computer Software (Dec 2007)**

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data-General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]-

(1) [X] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software; or

(2) [ ] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

**(End of Provision)**



**U.S. SMALL BUSINESS ADMINISTRATION**  
WASHINGTON, D.C. 20416

June 19, 2016

Jamesina Toogood, Managing Member  
JSToogood, LLC  
2300 West Rathgeber Road  
Wichita Falls, Texas 76310

Dear Ms. Toogood:

Congratulations! Your firm has been certified as a Participant in the U.S. Small Business Administration's (SBA) 8(a) Business Development Program. Your nine (9) year program term begins on the date of this letter.

During participation in the 8(a) BD Program, you will receive business development assistance from an assigned Business Development Specialist in the Dallas District Office located at 4300 Amon Carter Boulevard, Suite 114, Fort Worth, Texas 76155. The phone number is (817)684-5500. We are sending a copy of this certification letter to the SBA Dallas District Office. That office will contact you to schedule an orientation session. This could take up to 4-6 weeks. In the meantime, there are steps you should take to start your participation in the program.

**Next Steps**

- **Read and Sign Participation Agreement:** SBA requires the 8(a) participant's President or Chief Executive Officer sign a Participation Agreement showing he or she understands the conditions of 8(a) BD program participation. Please find the Agreement attached to the approval email associated with this letter. Please read the Agreement carefully, sign and date it, and make a copy. Return one copy to the SBA Dallas District Office at the address shown in the second paragraph above. The second copy is for your records.
- **Develop Your Business Plan:** We encourage you to start developing your business plan. Current 8(a) BD program regulations require a firm, once certified, to promptly submit a business plan which must be approved by the SBA before the firm is eligible to receive 8(a) benefits; including 8(a) contracts. Once approved, the business plan will be reviewed annually and may be modified as needed. We offer an optional format for business plans. To consider the optional 8(a) Business Plan Form 1010C, please go to: <https://www.sba.gov/sites/default/>

files/SBA%201010C.pdf.

- **Develop Your Strategy for Winning Contracts in Year 1:** Though your firm's approved North American Industry Classification System (NAICS) Code is 541611, your firm may be awarded contracts under other NAICS Codes, as long as your firm is qualified to perform the required service or task. In this regard, please note that contracts awarded under 8(a) Business Development Program authority generally result from the self-marketing efforts of participating firms. You must build relationships with potential federal customers, pursue federal prime contractors for subcontracts, and aggressively pursue prime contract opportunities to grow your business. Successful 8(a) firms regularly respond to competitive small business contracting opportunities posted on [www.FBO.gov](http://www.FBO.gov). Establish a goal and vision for winning at least two (2) competitive contracts during your first year.

- **Utilize Resources:** There are valuable FREE resources available to you right now that offer expertise in all areas of business operation including reviewing your business plan and strategy. Two resources that you can utilize today are:
  - o **SBA Resource Partners:** I encourage you to locate your nearest Resource Partner, please go to: [Error! Hyperlink reference not valid.https://www.sba.gov/tools/local-assistance](https://www.sba.gov/tools/local-assistance). This link will provide access to upcoming small business events and the webpage for your District SBA Office, also.

- o **7(j) Management and Technical Assistance:** While your firm's acceptance into the 8(a) Business Development program is not a guarantee for contracts, the SBA will make every effort to assist you in implementing your business plan and strategy. Your success in the program is dependent upon the extent to which you take advantage of SBA's efforts to support you. One of the agency's major tools for your success is the 7(j) Management and Technical Assistance Services Program. For more information, click on the following link: <https://www.sba.gov/about-sba/sba-initiatives/7j-management-and-technical-assistance-services-program>.

I am excited about your future, and I welcome you as an 8(a) Business Development Program participant. Wishing you much success!

Sincerely,

A handwritten signature in black ink, reading "Jackie Robinson-Burnette". The signature is written in a cursive, flowing style.

Jackie Robinson-Burnette

Associate Administrator  
Office of Business Development