

1 **COMBINED SYNOPSIS/SOLICITATION FOR COMMERCIAL ITEMS**

2 **General Information**

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Document Type:	Combined Synopsis/Solicitation (IAW FAR 12.603)
RFP Solicitation Number:	HQ0034-18-R-0077 (Draft)
Draft Post Date:	7-Mar-18
Classification Code:	R -- Professional, Administrative, and Management Support Services
Set Aside:	Unrestricted
NAICS Code:	518210 – Data Processing, Hosting, and Related Services

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5 **Contracting Office Address**

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7 Washington Headquarters Services (WHS), Acquisition Directorate (AD)

8 4800 Mark Center Drive, Alexandria, VA 22311

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10 **Description**

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12 This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in

13 Federal Acquisition Regulation (FAR) subpart 12.6, “Streamlined Procedures for Evaluation and

14 Solicitation for Commercial Items,” as supplemented with additional information included in this notice.

15 This announcement constitutes the only solicitation; proposals are being requested and a written

16 solicitation will not be issued. All non-price factors will be evaluated in accordance with FAR subpart

17 12.602 “Streamlined Evaluation of Offers”. The price factor will be evaluated in accordance with FAR

18 subpart 15.4.

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20 This solicitation is a Request for Proposal (RFP). This solicitation document and incorporated provisions

21 and clauses are those in effect through Federal Acquisition Circular 2005-96 (Effective: 06 Nov 2017;

22 updated with Class Deviation 2018-o0007) and DFARS change notice 20171228 (Effective 28 Dec

23 2017). There is no assigned Defense Priorities and Allocations System (DPAS) rating for this

24 requirement.

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26 The associated North American Industrial Classification System (NAICS) code for this procurement is

27 518210 – “Data Processing, Hosting, and Related Services”, with a small business size standard of

28 \$32.5M. This is not a small business set aside.

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CLIN STRUCTURE, SERVICES AND PRICES/COSTS

Section B1: Schedule of Services – ID/IQ CLIN Structure

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		As Ordered	Each	Priced by Catalog	
	Unclassified IaaS and PaaS FFP Publicly available unclassified IaaS and PaaS Commercial Offerings Not to Exceed Amount TBD				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		As Ordered	Each	Priced by Catalog	

Classified IaaS and PaaS
 FFP
 Classified IaaS and PaaS Commercial Offerings through dedicated physical infrastructure while achieving technical parity with the publicly-available commercial offerings
 Not to Exceed Amount TBD

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		As Ordered	Each	Priced by Catalog	

Professional Support Services
 FFP
 Commercial Catalogue offerings of professional support provided to assist with architecture, usage, provisioning, and configuration of IaaS and PaaS. This is not a labor-hour based CLIN.
 Not to Exceed Amount TBD

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004			Each	To Be Completed by Offeror	

Portability
 FFP
 Regularly demonstrate portability of data and applications to other commercial cloud offerings; deliver plan that explains in detail how to execute that process
 Not to Exceed Amount TBD

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005			Each	To Be Completed by Offeror	

Transition Out
 FFP
 Not to Exceed Amount TBD

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001			Each		
OPTION	Unclassified IaaS and PaaS FFP Publicly available Unclassified IaaS and PaaS Commercial Offerings Not to Exceed Amount TBD				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002			Each		
OPTION	Classified IaaS and PaaS FFP Classified IaaS and PaaS Commercial Offerings through dedicated physical infrastructure while achieving technical parity with the publicly-available commercial offerings Not to Exceed Amount TBD				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003			Each		

OPTION Professional Support Services
 FFP
 Commercial Catalogue offerings of Professional support provided to assist with architecture, usage, provisioning, and configuration of IaaS and PaaS. This is not a labor-hour based CLIN.
 Not to Exceed Amount TBD

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004			Each		

OPTION Portability
 FFP
 Regularly demonstrate portability of data and applications to other commercial cloud offerings; deliver plan that explains in detail how to execute that process
 Not to Exceed Amount TBD

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005			Each		
OPTION	Transition Out FFP Not to Exceed Amount TBD				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001			Each		
OPTION	Unclassified IaaS and PaaS FFP Publicly available Unclassified IaaS and PaaS Commercial Offerings Not to Exceed Amount TBD				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	Classified IaaS and PaaS FFP Classified IaaS and PaaS Commercial Offerings through dedicated physical infrastructure while achieving technical parity with the publicly-available commercial offerings Not to Exceed Amount TBD		Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003			Each		

OPTION Professional Support Services
 FFP
 Commercial Catalogue offerings of Professional support provided to assist with architecture, usage, provisioning, and configuration of IaaS and PaaS. This is not a labor-hour based CLIN.
 Not to Exceed Amount TBD

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004			Each		
OPTION	Portability FFP Regularly demonstrate portability of data and applications to other commercial cloud offerings; deliver plan that explains in detail how to execute that process Not to Exceed Amount TBD				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005			Each		
OPTION	Transition Out FFP Not to Exceed Amount TBD				

NET AMT

Section B2: Maximum Contract Ceiling and Minimum Contract Guarantee

1. The successful awardee's fixed rates/price information and commercial catalogue offerings will be incorporated into the resultant Indefinite-Delivery, Indefinite-Quantity (ID/IQ) contract and will serve as the basis for establishing overall task order pricing for the duration of the ID/IQ.
2. Maximum. The maximum Contract ceiling value of all Contracts in this multiple award procurement is established at *(to be determined)*.
3. Minimum. The minimum guaranteed award amount for this ID/IQ Contract is *(to be determined, but expected to be value of first task order, which will likely be less than \$5 million)* dollars for the full term of the Contract. The exercise of the option period does not re-establish the Contract minimum.
4. The Government has no obligation to issue Task Orders under the resultant ID/IQ contract beyond the amount specified in paragraph (3).

Section B3: Task Order Contract Types

This Single Award ID/IQ Contract for Department of Defense that allows the use of Task Orders. Task Order Contract types permitted include FAR 16.2 Fixed-price. Task Orders may include multi-year Contracting and FAR 17.2 Option periods procuring Commercial-items.

In the future, if this contract is modified to allow travel to support the requirements of this Contract as stated in individual Task Orders (TOs), travel will be reimbursed at actual cost in accordance with the limitations set forth in FAR Subpart 31.205-46, Travel Costs. Profit will not be applied to travel costs.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	N/A	Destination	Government
0002	Destination	N/A	Destination	Government
0003	Destination	N/A	Destination	Government
0004	Destination	N/A	Destination	Government
0005	Destination	N/A	Destination	Government
1001	Destination	N/A	Destination	Government
1002	Destination	N/A	Destination	Government
1003	Destination	N/A	Destination	Government
1004	Destination	N/A	Destination	Government
1005	Destination	N/A	Destination	Government
2001	Destination	N/A	Destination	Government
2002	Destination	N/A	Destination	Government
2003	Destination	N/A	Destination	Government
2004	Destination	N/A	Destination	Government
2005	Destination	N/A	Destination	Government

Section C

The contractor's proposed Performance Work Statement (PWS), in response to the Government's Statement of Objectives (SOO) issued as part of the solicitation, will be incorporated to the contract by reference.

PERFORMANCE

Section F1: Contract Period of Performance/ Order Periods

The Period of Performance (POP) of the resulting ID/IQ contract is structured as one continuous two-year base period, with one five-year option ordering period, and one three-year option ordering period, for a potential total of 10 years. After the Base POP ordering period expires, the ID/IQ will remain an active Contract until the final Task Order performance is completed and shall govern the terms and conditions with respect to active Task Orders to the same extent as if it were completed during the requisite POP ordering period.

The anticipated period of performance for the resulting ID/IQ contract is outlined below:

Base Ordering Period	September 28, 2018 - September 27, 2020
Option Ordering Period 1	September 28, 2020 - September 27, 2025
Option Ordering Period 2	September 28, 2025 - September 27, 2028

Section F2: Task Order Period of Performance

1. Under no circumstances may a Task Order be placed under the ID/IQ if the Contract has expired, been terminated, or placed in a dormant status;
2. No Task Orders may exceed five years, inclusive of options, from the date that the Order is placed;
3. Task Order options, if included and evaluated at initial issuance of the Task Order, may be exercised after the expiration date of the Contract.

Section F3: PLACE OF PERFORMANCE

The services to be provided under the ID/IQ Contract shall be accomplished at the locations identified in the Task Orders and may necessitate effort in the Contiguous United States (CONUS) and Outside the CONUS (OCONUS).

Section H: Special Contract Requirements

H-1. Section 508 Accessibility Standards.

Contractor shall comply with Section 508 of the Rehabilitation Act of 1973 and support the Government to ensure compliance with Section 508. Contractor shall assist and support the requirement so when Federal agencies develop, procure, maintain, or use electronic information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who do not have disabilities. Contractor shall also assist and support the requirement from Section 508 that requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Contractor shall ensure its supervisors/managers are familiar with Section 508 information at:

<http://www.section508.gov/index.cfm?FuseAction=Content&ID=12> and <http://www.access-board.gov/508.htm>

H-2. Government Data.

All data hosted by the Contractor is the property of the Government and shall be expeditiously returned upon Government request. The Contractor shall conduct all destruction, per Government instructions appropriate to the level of security.

H-3. Pricing

At a minimum, all of the following paragraphs shall be applicable to all FIRM FIXED PRICE (FFP) Task Orders issued under this contract, unless otherwise specified in an individual task order.

- a. The Contractor shall, in accordance with the terms and conditions set forth hereafter, furnish the necessary qualified personnel, services, travel, facilities, and materials (except those specifically to be provided by the Government) and do all things necessary and incident to the completion of the contractual effort.
- b. When the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract delivery schedule or date, it shall immediately notify the Contracting Office in writing giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or any rights or remedies provided by law or under this contract.
- c. The Contractor shall make no requests for Government property except when the Government may accrue significant tangible benefits by granting such a request. The Contractor shall not accept, request, or pursue accountable Government property from anyone other than the Contracting Officer and shall not act upon such request until written authorization is received from the Contracting Officer via contract modification.

H-4. Status of Forces Agreement (SOFA)

The United States has some form of SOFAs with more than 100 nations. Certain task orders may require a specific addendum concerning agreed upon SOFA Contract Clauses. For example, for the Republic of Korea, the current SOFA contract clause can be found at <http://www.usfk.mil/Portals/105/Documents/Contracting/Contractor%20Links%20Sept%2015/5.%20USFK%20Regulation%20700-19.pdf> Table B-1.

H-5. New Services

DoD may acquire new products and/or services from the contractor for capabilities not currently provided in the Cloud Services Catalog Price List under this contract. Any product or service acquired that is not currently provided in the Cloud Services Catalog Price List must be made available on the Cloud Services Catalog Price List at a rate (that is, a discount or premium in relation to the published commercial cloud price) no less favorable to the Government than the rate offered herein to the Government on the most similar product or service currently included in the Cloud Services Catalog Price list. Two examples follow:

If an offeror/contractor proposes a discount of 10% in its Cloud Services Catalog Price List for VCI sizes from the published commercial cloud price then, for any new VCI size offered, the contractor shall offer at least a 10% discount from its lowest published commercial cloud price at the time of the Government seeks to acquire the new VCI size.

If an offeror/contractor proposes a premium of 10% in its Classified Cloud Services Catalog Price List for VCI sizes from the published commercial cloud price then, for any new VCI size offered, the contractor shall offer a price that is no more than a 10% premium above its lowest published commercial cloud price at the time of the Government seeks to acquire the new VCI size.

H-6. Price Changes

Within forty-five calendar days (or sooner) of whenever the contractor lowers its prices of its commercial Cloud Services Catalog Price List, the Contractor shall submit a revised Contract Cloud Services Catalog Price List at a rate (that is, a discount or premium in relation to the published commercial cloud price) no less favorable to the Government than the rate offered herein to the Government on the most similar product or service currently included in the Cloud Services Catalog Price list. For example,

If an offeror/contractor proposes a discount of 10% in its Cloud Services Catalog Price List for VCI from the published commercial cloud price, then the contractor subsequently lowers the price list for VCI size offered in its commercial Cloud Services Catalog Price List, the contractor shall offer at least a 10% discount from the revised lowest published commercial cloud price.

H-7. Additional Security

Security requirements are a material condition of this contract. This contract shall be subject to immediate termination for default, without the requirement for a cure notice, when it has been determined by the Contracting Officer that a failure to fully comply with the security requirements of this contract resulted from the willful misconduct or lack of good faith on the part of any one of the Contractor's directors or officers, or on the part of any of the managers, superintendents, or equivalent representatives of the Contractor who have supervision or direction of:

- a. All or substantially all of the Contractor's business, or
- b. All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed, or
- c. A separate and complete major industrial operation in connection with the performance of this contract.

When deficiencies in the Contractor's security program are noted which do not warrant immediate default, the Contractor shall be provided a written notice of the deficiencies and be given a period of 90 days in which to take corrective action. If corrective action is not completed in the given period, the Contracting Officer may terminate the whole or any part of this contract for default. The Contractor shall maintain and administer, in accordance with all relevant clauses and provisions set forth or incorporated into this contract, a security program that meets the requirements of these documents.

H-8. Personal Conduct

The Contractor and its employees shall comply with the conduct requirements in effect at the Government's site. The Contractor shall inform its employees that harassing behavior and that it shall not be tolerated. Any Contractor employee who is found to be culpable in incidents of harassment shall be immediately escorted from the premises and denied further access. This policy creates a greater burden upon the conduct of Contractor employees. The Contractor shall emphasize this fact to its employees.

H-9. Notification of Issuance of Subcontracts

The Contractor shall provide to the Contracting Officer written notice of all subcontracts issued hereunder. For the purpose of this clause, subcontract means a contract, as defined in FAR Subpart 2.1. The Contractor shall include a similar requirement in each subcontract issued under this contract wherein any aspect of the subcontract is classified. Subcontractors shall submit Foreign Ownership, Control, or Influence (FOCI) documentation through the prime contractor to the Contracting Officer as described above.

H-10. Limited Release Of Contractor Confidential Business Information

- a. "Confidential Business Information," (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information including technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing even when -- (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information will include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).
- b. The Government may release to individuals employed by support contractors and their subcontractors Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.
- c. Circumstances where the Government may release the contractor's or subcontractors' Information include the following:
 - i. To other contractors and subcontractors, and their employees tasked with assisting the Government in handling and processing Information and documents in the administration of contracts, such as file room management and contract closeout;
 - ii. To other contractors and subcontractors, and their employees tasked with assisting the Government in accounting support services, including access to cost-reimbursement vouchers;
 - iii. To other contractors and subcontractors, and their employees tasked with assisting the Government in technical and administrative support services for the JEDI Cloud program, including monitoring contract progress and providing financial oversight; and,
 - iv. To other contractors and subcontractors, and their employees tasked with assisting the Government in furnishing advice or technical assistance in support of the Government's management and oversight of the JEDI Cloud program.
- d. The Government recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such Information. The Government will

permit the limited release of Information under paragraphs (c)(1), (c)(2), (c)(3), and (c)(4) only under the following conditions:

- i. The Government determines that access is required by other contractors and their subcontractors to perform the tasks described in paragraphs (c)(1), (c)(2), (c)(3), and (c)(4);
- ii. Access to Information is restricted to individuals with a bona fide need to possess;
- iii. Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by Government employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non-disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non-disclosure agreements shall be provided to the Government;
- iv. Contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2), (c)(3), and (c)(4) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2), (c)(3), and (c)(4);
- v. Contractors and their subcontractors having access to technical data, computer software, or computer software documentation have executed the Use and Non-Disclosure Agreement specified at DFARS 227.7103-7; and, (6) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1), (c)(2), (c)(3), and (c)(4), the Government shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities. The Government may provide copies of any Non-Disclosure Agreements executed pursuant to this clause to the JEDI Cloud Contractor upon request.
- e. The Government's responsibilities under the Freedom of Information Act are not affected by this clause.
- f. The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of Information.

H-11. Non-Endorsement.

This agreement does not, in any manner, constitute an endorsement by government of any results, resulting designs, hardware, software or any other applications resulting from the use of DoD IP under this agreement. this agreement does not obligate the government in any way, shape or form to award future procurements to contractor.

H-12. Option Pricing.

Offers agree that the commercial catalogue prices for those services incorporated into the resulting contract during the base POP, shall not be offered at higher prices for any optional POP, due to future competition for the option(s) being impracticable. However, in accordance with FAR 17.203(g), the Government will accept an offer containing an option price higher than the base price only if the acceptance does not prejudice any other offeror; and an authorized person at a level above the contracting officer may approve a greater percentage of quantity, option quantities for additional supplies are limited to not more than 50 percent of the initial quantity of the same line item.

H-13. Mandatory Addendum License Agreement or Terms of Use

The offeror agrees that, in the event of any conflict or inconsistency between the terms in this Addendum

and the terms of the License Agreement (whether called an End User License Agreement, Terms of Use, or some other name), the terms of this Addendum will supersede and be controlling. The offeror acknowledges that this Addendum will become a binding part of its contract and all orders issued thereunder in the event its proposal is selected for award.

In addition to the License Agreements provided by the contractor, the contractor may submit new or revised Agreements after award if approved by the Contracting Officer. Such post-award agreements will be reviewed for consistency with Federal law, contract requirements, in addition to any other applicable contract clauses. The contractor shall provide all agreements which the contractor intends to utilize in the performance of this contract. All such agreements shall be made an Attachment to this contract.

The Government accepts commercial terms in a License Agreement only to the extent that those terms do not conflict with Federal law and only to the extent those terms meet the Government's needs. Please see the Addendum to License Agreement or Terms of Use.

ADDENDUM TO LICENSE AGREEMENT

Addendum to License Agreement or Terms of Use

The contractor, _____, hereby submits this Addendum as an attachment to the License Agreement, whether called an End User License Agreement, Terms of Use, or some other name. The contractor agrees that, in the event of any conflict or inconsistency between the terms in this Addendum and the terms of the License Agreement, the terms of this Addendum will supersede and be controlling. The contractor acknowledges that this Addendum will become a binding part of its contract with the Government in the event its proposal is accepted and selected for award.

The Government accepts commercial terms in a License Agreement only to the extent that those terms do not conflict with Federal law and only to the extent those terms meet the Government's needs. The following terms, when they appear in a License Agreement, have been determined unacceptable to the Government as a result of a conflict with Federal law or as a result of incompatibility with the Government's needs. Any such terms in the offeror's License Agreement will be null and void as between the offeror and the Government, and those terms will have no force or effect in any resulting contract.

<p>General Indemnity (by the government)</p>	<p>The Government does not agree to indemnify any party because such agreements may violate the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B).</p> <p>Instead, recourse against the United States for any alleged breach of this agreement must be as a dispute under the contract disputes clause (Contract Disputes Act). While a dispute is pending, the Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.</p>
<p>Patent Indemnity (by the contractor)</p>	<p>Clauses giving the contractor control over any claims or disputes involving patent or other intellectual property infringement are not allowable, insofar as only the US Department of Justice is authorized to represent the US Government, per 28 U.S.C. § 516. Any clause giving entire control of litigation to a contractor is hereby modified as follows:</p> <p>If a third party claims that products or services delivered under this contract infringe that party’s patent or copyright, the contractor will indemnify the Government against liability, at the contractor’s expense, and pay all costs, damages, and attorney’s fees that a court finally awards or that are included in a settlement approved by the contractor, provided that the Government promptly notifies the contractor of the claim and gives the contractor such opportunity as is offered by applicable laws, rules, and regulations to participate in the defense thereof. The Government shall make every effort to fully participate in the defense and/or in any settlement of such claim. However, the contractor understands that such participation will be under the control of the U.S. Department of Justice, per 28 U.S.C. § 516.</p>

<p>Automatic renewals (e.g., term licenses for software or software maintenance that renew automatically and renewal charges are due automatically unless the government takes action to opt out or terminate)</p>	<p>The Government does not agree to any automatic renewal provisions because such agreements may violate the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B).</p> <p>If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance), such license or service shall not renew automatically upon expiration of its current term without prior express Government approval by a warranted contracting officer.</p>
<p>Audit</p>	<p>Any clauses that give the contractor the right to audit the government’s use of software licenses do not meet the Government’s needs as a matter of security.</p> <p>The contractor can request that the Government conduct a self-audit and provide the contractor with results of the audit, but the contractor will not have access to the government’s systems to conduct the audit.</p>
<p>Attorney fees and costs; equitable relief; arbitration</p>	<p>The Government does not agree to any clauses relating to the award of attorney’s fees and costs or equitable relief because they may violate the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B).</p> <p>Equitable relief and the award of attorney’s fees, costs, or interest are only allowed to the extent permitted by statute (e.g., the Prompt Payment Act or Equal Access to Justice Act). Disputes will be resolved according to the disputes clause. Binding arbitration will not be used.</p>

<p>Taxes</p>	<p>The Government does not agree to any clauses purporting to make the Government responsible for all taxes. Any taxes the contractor believes to be payable by the Government must be submitted individually to the contracting officer for adjudication or included in the firm-fixed price.</p>
<p>Incorporating other License Terms by Reference, Including Reference to a Website</p>	<p>Terms provided in other documents or websites do not bind the Government unless those terms are submitted with the proposal and made an attachment to the contract.</p> <p>Any license agreement provisions or terms of use unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract are not enforceable against the Government.</p>
<p>Venue; Choice of Law</p>	<p>The Government does not agree to any venue, jurisdiction, or choice of law clauses and does not consent to jurisdiction in any U.S. state courts.</p> <p>Venue and jurisdiction for any disputes are determined by the applicable federal statute (e.g., Contract Disputes Act) or by the Federal Acquisition Regulation. Any disputes arising under or related to this contract and license agreement will be governed by applicable federal statutes and regulations, not the laws of any particular U.S. state.</p>
<p>Arbitration</p>	<p>The Government does not agree to any provisions relating to mandatory arbitration. Disputes must be resolved in accordance with applicable federal statutes (e.g., Contract Disputes Act) and regulations.</p>

Equitable remedies, injunctions	<p>The Government does not agree to any clauses consenting to or entitling the contractor to equitable relief or injunctions. Equitable relief for copyright, trademark, or patent infringement by the Government is only available to the extent permitted by federal statutes.</p>
Unilateral termination by contractor for breach	<p>The Government does not agree to any clauses permitting unilateral termination of the contract or license agreement by the contractor.</p> <p>Recourse against the United States for any alleged breach of this agreement must be made under the terms of the contract disputes clause (Contract Disputes Act). While a dispute is pending, the Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and must comply with any decision of the Contracting Officer.</p>
Unilateral modification	<p>The Government does not agree to any provisions giving the contractor the right to unilaterally change the license terms, with or without notice to the customer.</p>
Assignment by licensor	<p>The Government does not agree to any license terms providing for assignment by the licensor.</p> <p>Assignment of government contracts without the government's prior approval is prohibited by statute, except for assignment of payment to a financial institution, which must comply with the Assignment of Claims Act (31 U.S.C. § 3727, 41 U.S.C. § 15) and Federal Acquisition Regulation Subpart 32.8.</p>

Confidentiality	<p>The Government does not agree to any clauses asserting that unit prices or license agreement terms are confidential or proprietary information.</p> <p>Neither the license agreement nor the price list shall be deemed “confidential” or “proprietary” information notwithstanding any marking to that effect. The Freedom of Information Act (FOIA) governs what information must be disclosed and what information may be withheld by the Government.</p>
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The contractor agrees to all the terms of this Addendum and will abide by its provisions if awarded a contract as a result of the submission of its proposal.

Signature of Authorized Representative

Date

Name of Authorized Representative

Name of Offeror

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	MAY 2014
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
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.212-1	Instructions to Offerors--Commercial Items	JAN 2017
52.212-3	Offeror Representations and Certifications--Commercial Items	JAN 2017
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	MAR 2008
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-32	Performance-Based Payments	APR 2012
52.232-36	Payment by Third Party	MAY 2014

52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.242-17	Government Delay Of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)--Basic	MAR 2016
252.225-7012	Preference For Certain Domestic Commodities	AUG 2016
252.225-7020	Trade Agreements Certificate--Basic (Nov 2014)	NOV 2014
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7003	Termination	AUG 1984
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and	FEB 2014

Noncommercial Computer Software Documentation

252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.232-7007	Limitation Of Government's Obligation	APR 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7013	Performance-Based Payments--Deliverable-Item Basis	APR 2014
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.237-7023	Continuation of Essential Contractor Services	OCT 2010
252.237-7024	Notice of Continuation of Essential Contractor Services.	OCT 2010
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.239-7002	Access	DEC 1991
252.239-7004	Orders For Facilities And Services	NOV 2005
252.239-7005	Rates, Charges, And Services	NOV 2005
252.239-7006	Tariff Information	JUL 1997
252.239-7007	Cancellation Or Termination Of Orders	NOV 2005
252.239-7008	Reuse Arrangements	DEC 1991
252.239-7010	Cloud Computing Services	OCT 2016
252.239-7017	Notice of Supply Chain Risk	NOV 2013
252.239-7018	Supply Chain Risk	OCT 2015
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012

252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	SEP 2016
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.249-7000	Special Termination Costs	DEC 1991
	52.239-1 , Privacy or Security Safeguards	

CLAUSES INCORPORATED BY FULL TEXT

52.209-9000 ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (OCCI) (DEC 2014)

(a) An offeror shall identify in its proposal, quote, bid or any resulting contract, any potential or actual Organizational and Consultant Conflicts of Interest (OCCI) as described in FAR Subpart 9.5. This includes actual or potential conflicts of interests of proposed subcontractors. If an offeror identifies in its proposal, quote, bid or any resulting contract, a potential or actual conflict of interests the offeror shall submit an Organizational and Consultant Conflicts of Interest Mitigation Plan to the contracting officer. The Organizational and Consultant Conflicts of Interest Mitigation Plan shall describe how the offeror addresses potential or actual conflicts of interest and identify how they will avoid, neutralize, or mitigate present or future conflicts of interest.

(b) Offerors must consider whether their involvement and participation raises any OCCI issues, especially in the following areas when:

(1) Providing systems engineering and technical direction.

(2) Preparing specifications or work statements and/or objectives.

(3) Providing evaluation services.

(4) Obtaining access to proprietary information.

(c) If a prime contractor or subcontractor breaches any of the OCCI restrictions, or does not disclose or misrepresents any relevant facts concerning its conflict of interest, the government may take appropriate action, including terminating the contract, in addition to any remedies that may be otherwise permitted by the contract or operation of law.

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 2015)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may

seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other

Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) System for Award Management (SAM). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the

Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2017)

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

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

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

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

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

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

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

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

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

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (NOV 2011) of 52.219-3.

(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (JAN 2011) of 52.219-4.

___ (13) [Reserved]

___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

___ (ii) Alternate I (NOV 2011).

___ (iii) Alternate II (NOV 2011).

___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

X_ (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.

X (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.

X___ (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)).

X (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

___ (22) 52.219-28, Post Award Small Business Program Representation (July 2013) (15 U.S.C. 632(a)(2)).

___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

___ (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

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

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

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

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

X (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, 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 (June, 2016) (E.O. 13693).

____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 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[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

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

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

___ (45) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

___ (46) 52.223-21, Foams (June, 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).

X (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).

X ___ (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)).

X (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 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).

X ____ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

____ (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

X (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

X (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

X (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).

X (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).

X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

X (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

_____ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

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

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

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

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

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

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

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

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

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

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

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

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

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

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(xii) X (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

 (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 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, DoD, GSA, 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) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
(B) Alternate I (JAN 2017) of 52.224-3.
- (xx) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

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 thirty days of contract expiration.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 31 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 120 months.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text

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

<http://farsite.hill.af.mil/vffara.htm>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil/vffara.htm>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

52.222-50 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 Web site 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.

(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 clause)

252.201-9000 WHS/AD LOCAL CLAUSE: CONTRACTING OFFICER'S REPRESENTATIVE (COR) (MAR 2015)

(a) The Contracting Officer's Representative (COR) is a representative of the Government with limited authority who has been designated in writing by the Contracting Officer to provide technical direction, clarification, and guidance with respect to existing specifications and performance work statement/statement of work/statement of objectives, as established in the contract. The COR also monitors the progress and quality of the Contractor's performance for payment purposes. The COR shall promptly report Contractor performance discrepancies and suggested corrective actions to the Contracting Officer for resolution.

(b) The COR is not authorized to take any direct or indirect actions or make any commitments that will result in changes to price, quantity, quality, schedule, place of performance, delivery or any other terms or conditions of the written contract.

(c) The Contractor is responsible for promptly providing written notification to the Contracting Officer if it believes the COR has requested or directed any change to the existing contract. No action shall be taken by the Contractor for any proposed change to the existing contract. No action shall be taken by the Contractor for any proposed change to the contract until the Contracting Officer has issued a written directive or a written modification to the contract. The Government will not accept and is not liable for any alleged change to the contract unless the change is included in a written contract modification or directive signed by the Contracting Officer.

(d) COR authority is not delegable.

(e) The COR for this contract is: Specified at time of award.
(end of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

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

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

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

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

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

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

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

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

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

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

(1) Document type. The Contractor shall use the following document type(s).

2n1 Services

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor's business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Inspect/Accept: TDB

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	TBD
Issue By DoDAAC	TBD
Admin DoDAAC	TBD
Inspect By DoDAAC	TBD
Ship To Code	TBD
Ship From Code	TBD
Mark For Code	TBD
Service Approver (DoDAAC)	TBD
Service Acceptor (DoDAAC)	TBD
Accept at Other DoDAAC	TBD
LPO DoDAAC	TBD
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	TBD

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

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

TDB

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

TBD

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

252.233-9000 WHS/AD LOCAL PROVISION: AGENCY-LEVEL PROTESTS (MAR 2015)

Potential bidders or offerors may submit an agency-level protest directly to the Contracting Officer. As an alternative to the Contracting Officer’s consideration of a protest, a potential bidder or offeror may request an independent review of their protest by a WHS Protest Deciding Official. In either case, the agency-level protest must comply with the requirements and procedures in FAR 33.103 for submitting agency-level protests. A request for an independent review by the WHS Protest Deciding Official shall be submitted to:

David Sanders, Director of WHS/AD at [email TBD]

A protest decision by the Contracting Officer or WHS Protest Deciding Official is final and not subject to appeal or reconsideration within WHS.

(end of clause)

252.237-9000 WHS/AD LOCAL CLAUSE: MANDATORY CONTRACTOR MANPOWER REPORTING (MAR 2015)

(a) The Contractor shall report **all** contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address:
<http://www.ecmra.mil/>

(b) There are four separate ECMRA tools at the ECMRA website: Army, Air Force, Navy and All Other Defense Components. The appropriate ECMRA reporting tool to use is determined by the requiring activity being supported by the service. The Contractor shall use the “All Other Defense Components” tool unless otherwise directed by the Contracting Officer’s Representative or Contracting Officer.

(c) Reporting inputs will be for the labor executed during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. The Contractor shall completely fill in all required data fields. The Contractor shall enter initial data into the appropriate ECMRA tool to establish the basic contract record no later than 15 business days after receipt of contract award or contract modification incorporating this clause. The contractor shall notify the Contracting Officer when the basic contract record has been established in the appropriate ECMRA tool.

(d) Contractors may direct technical questions to the help desk at: <http://www.ecmra.mil>.
[Reference: DPAP memorandum of 28 November 2012, "Enterprise-wide Contractor Manpower Reporting Application."]
(end of clause)

Section J - Attachments

The following attachments are hereby incorporated into combined synopsis/solicitation # HQ0034-18-R-0077. Collectively, these documents constitute the complete JEDI Cloud RFP solicitation:

1. Statement of Objectives (SOO) for Indefinite Delivery/Indefinite Quantity (ID/IQ) Contract*
2. Cyber Security Plan
3. DD254, DoD Contract Security Classification Specification
4. Price Scenarios*
5. Glossary/ Definition of Terms [not attached to draft RFP]
6. Contract Data Requirements Lists (CDRLs) [not attached to draft RFP]

*This attachment is for the solicitation only and will not be a part of the awarded contract.

Section K - Representations, Certifications and Other Statements of OfferorsCLAUSES INCORPORATED BY REFERENCE

52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under and Federal Law	FEB 2016
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	MAR 2015
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.239-7009	Representation of Use of Cloud Computing	SEP 2015

CLAUSES INCORPORATED BY FULL TEXT

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 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.

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)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

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

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

(End of provision)

52.209-12 Certification Regarding Tax Matters (Feb 2016)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5,000,000 (including options), the Offeror shall certify that, to the best of its knowledge and belief, it--

- (1) Has [] filed all Federal tax returns required during the three years preceding the certification;
- (2) Has not [] been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not [], more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC 2016)

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

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

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

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

“Civil judgment” means—

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

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’”. The DOL Guidance, dated August 25, 2016, can be obtained from www.dol.gov/fairpayandsafeworkplaces.

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

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

- (1) Department of Labor Wage and Hour Division (WHD) for--
 - (i) The Fair Labor Standards Act;
 - (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
 - (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
 - (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
 - (v) The Family and Medical Leave Act; and
 - (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);
- (2) Department of Labor Occupational Safety and Health Administration (OSHA) for--
 - (i) The Occupational Safety and Health Act of 1970; and
 - (ii) OSHA-approved State Plans;
- (3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for--
 - (i) Section 503 of the Rehabilitation Act of 1973;
 - (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
 - (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
- (4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (5) Equal Employment Opportunity Commission (EEOC) for--
 - (i) Title VII of the Civil Rights Act of 1964;
 - (ii) The Americans with Disabilities Act of 1990;
 - (iii) The Age Discrimination in Employment Act of 1967; and
 - (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

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

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

"Labor compliance agreement" means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

"Labor laws" means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.

- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
- (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).
“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.
“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except--
 - (1) PSC 5510, Lumber and Related Basic Wood Materials;
 - (2) Product or Service Group (PSG) 87, Agricultural Supplies;
 - (3) PSG 88, Live Animals;
 - (4) PSG 89, Subsistence;
 - (5) PSC 9410, Crude Grades of Plant Materials;
 - (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
 - (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
 - (8) PSC 9610, Ores;
 - (9) PSC 9620, Minerals, Natural and Synthetic; and
 - (10) PSC 9630, Additive Metal Materials.

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

manufacture.

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

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

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

Sensitive technology--

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

Service-disabled veteran-owned small business concern--

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

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation. "Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

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

124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.
“Subsidiary” means an entity in which more than 50 percent of the entity is owned--

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

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

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

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

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have

been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____ .

[Offeror to identify the applicable paragraphs at (c) through (t) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

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

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

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

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

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

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

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

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

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

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

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if

the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

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

(ii) It [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and

other small businesses that are participating in the joint venture: ___ -.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

—

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

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

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

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

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

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

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

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

(i) It (___) has developed and has on file, (___) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41

CFR Subparts 60-1 and 60-2), or

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

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

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

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

(2) Foreign End Products:

Line Item No.	Country of Origin
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(List as necessary)

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

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

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

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

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

Line Item No.	Country of Origin
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[List as necessary]

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

Other Foreign End Products:

Line Item No.	Country of Origin
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---	---

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____
_____	_____

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

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

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

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—
 (1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
 (2) () Outside the United States.

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

- (1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) () Outside the United States.
- (k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

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

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

- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

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

- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

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

- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

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

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

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

(3) Taxpayer Identification Number (TIN).

(___) TIN: -----.

(___) TIN has been applied for.

(___) TIN is not required because:

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

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

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

(4) Type of organization.

(___) Sole proprietorship;

(___) Partnership;

(___) Corporate entity (not tax-exempt);

(___) Corporate entity (tax-exempt);

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

(___) Foreign government;

(___) International organization per 26 CFR 1.6049-4;

(___) Other -----.

(5) Common parent.

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

(___) Name and TIN of common parent:

Name - _____ .

TIN - _____ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

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

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

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

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

(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.

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

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

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

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

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

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

Immediate owner CAGE code: ___

Immediate owner legal name: ___

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

Is the immediate owner owned or controlled by another entity:

[___] Yes or [___] No.

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

Highest level owner CAGE code: ___

Highest level owner legal name: ___

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

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

Predecessor legal name: ____ .

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

(s) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror [____] does [____] does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror [____] does [____] does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked "does" in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

[____](i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

[____](ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) 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 representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIIS).

Note to paragraph (s): By a court order issued on October 24, 2016, this paragraph (s) 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, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(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: ___ .

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

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

(b) () It has, () 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)

52.225-25 Prohibition 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 email 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 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)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

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

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

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

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

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

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

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

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

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

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

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

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

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

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

(iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

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

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

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

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

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.
(End of provision)

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012,(Pub. L. 112-74) none of the funds made available by that Act may be used to 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 the agency has considered suspension or debarment of the

corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(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 the 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,

(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)

INSTRUCTIONS TO OFFERORS

Section L1: General RFP Instructions

This section of the Instructions to Offerors provides general guidance and contract information for preparing proposals, as well as specific instructions on the format and content of the proposal. The offeror's proposal must include all data and information requested by the Request for Proposal (RFP) and must be submitted in accordance with these instructions.

Non-conformance with the instructions may result in removal of the proposal from further evaluation.

The DoD numbers/estimates included in this section L of the RFP are based on the Government's estimated needs and are used for evaluation purposes only. These DoD numbers/estimates do not represent a guarantee for any orders placed on the resulting contract. RFP Section B2 includes the minimum guaranteed award amount.

1. The Government anticipates awarding a single Indefinite Delivery, Indefinite Quantity (ID/IQ) contract, for the Joint Enterprise Defense Infrastructure (JEDI) Cloud, to the Offeror whose proposal represents the best value to the Government as set forth in the "Evaluation for Award" section below. The Government may award the contract to other than the Offeror quoting the lowest price or achieving the highest adjectival rating. This solicitation is issued for unrestricted full and open competition.
2. The Government intends to hold discussions for this acquisition. In accordance with FAR 52.215-1, ALT I, in the event a competitive range is established and the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition. In accordance with FAR Part 15.306(c)(2), Offerors are advised that the competitive range may be further reduced for purposes of efficiency. The Offeror's initial offer should contain its best terms from a price and technical standpoint. Notwithstanding its intent to conduct discussions, the Government reserves the right to forego discussions with Offerors, if it deems necessary.
3. Each Offeror must submit a response to the solicitation, consistent with the instructions herein, in order to be considered for an award. Incomplete proposal submissions will not be evaluated and, therefore, will not be considered for an award. Submission of these items, as detailed below, will constitute the Offeror's compliance with the terms and conditions of the RFP.
4. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Statements such as "will comply," "noted and understood," "in accordance with best/industry practices/standards," etc., without supporting narrative are not acceptable. Offerors shall assume that the Government has no prior knowledge of their capabilities and experience and will base its evaluation on the information presented in the offeror's proposal.
5. Joint Venture/Partnership Agreement or Contractor Team Arrangements (CTA) as defined in FAR 9.601(1), may submit a proposal in response to this RFP. While the CTA is its own unique entity distinct from the member companies, for the purpose of evaluation, each member of the CTA is considered the prime offeror. For example purposes only: either Company A or Company B can possess the required certifications outlined in the solicitation.

An offeror may submit a proposal as a CTA in response to the solicitation subject to the following

conditions:

- a) The Joint Venture or Partnership is registered in the System of Award Management (SAM.gov) and has a corresponding DUNS Number.
 - b) The Joint Venture or Partnership meets the definition of a Joint Venture for size determination purposes (FAR 19.101(7)(i)).
 - c) The offeror must submit a complete copy of the Joint Venture or Partnership agreement that established the CTA relationship.
6. Official Documents and Point of Contact: The Government-wide Point-of-Entry (i.e., <http://www.fedbizopps.gov>) is the official repository for all information related to this acquisition. All referenced documents for this solicitation are available on the Federal Business Opportunities (FedBizOpps) website at <http://www.fedbizopps.gov>. The Government is not responsible for the accuracy of information or data posted on other websites or forums. The Contracting Officer (KO) and the Contract Specialists (CS) are the **sole** points of contact for this procurement.
7. Debriefings.

The Contracting Officer will notify Offerors of any decision to exclude them from the competitive range; whereupon, they may request and receive a debriefing in accordance with FAR 15.505. Offerors excluded from the competitive range may request a pre-award debriefing or they may choose to wait until after the source selection decision to request a post-award debriefing. However, Offerors excluded from the competitive range are entitled to no more than one debriefing for each proposal. The Contracting Officer will notify all unsuccessful Offerors of the source selection decision in accordance with FAR 15.506. Upon such notification, unsuccessful Offerors may request and receive a debriefing. Offerors desiring a debriefing must make their request in accordance with the requirements of FAR 15.505 or 15.506, as applicable.

8. **Submitting questions via email:** Any questions about this draft RFP must be submitted via email to jedi-draft@dds.mil in the mandatory comment matrix format by March 21, 2018 at 4 pm ET. No verbal questions will be answered.
9. **Submitting proposals via email:** In order to respond to this solicitation, the offeror shall email a copy of its proposal to the KO and CS to email [TBD], not later than the time and date specified in this solicitation. The offeror's proposal submission will be considered complete when all five volumes are received. Offerors are responsible for submitted timely proposals, in accordance with FAR 15.208.

Section L2: Written Proposal Organization

1. For each of the factors to be appropriately evaluated, Offerors shall provide the following information.
2. Any pages in excess of the specific page limitations for each factor, as outlined below, shall not be considered during the evaluation of the proposal.
3. Page limitations shall not be circumvented by including inserted text boxes/pop-ups or internet links to additional information; such inclusions are not acceptable and will not be considered part of the proposal. Any links to websites, except for the Price Volume, shall not be reviewed or evaluated.
4. Any items specifically identified as excluded from the page limitations shall be included as an appendix to the volume and not included in each identified tab.

5. Proposal Organization: Proposals shall consist of six (6) separate volumes, but only five (5) volumes need to be submitted. All volumes shall be organized as follows:

VOLUME/TAB	VOLUME/TAB TITLE	PAGE LIMIT
I	CONTRACT DOCUMENTATION	Not to Exceed (NTE)
TAB A	Table of Contents	No limit
TAB B	Company Information	1 page
TAB C	Compliance Statement	1 page
TAB D	Signed RFP and Amendments/Representation and Certification Information	No Limit
TAB E	EEO Pre-Award Information	No Limit
TAB F	DD254 Security Classification	No Limit
TAB G	Proposal Team	No Limit
II	FACTOR 1: GATE CRITERIA	20 Pages Total
TAB A	Sub-factor 1.1 Elastic Usage	Exclude summary report from page count
TAB B	Sub-factor 1.2 High Availability and Failover	Exclude maps from page count
TAB C	Sub-factor 1.3 Offering Independence	
TAB D	Sub-factor 1.4 Logical Isolation	
TAB E	Sub-factor 1.5 Commerciality	Exclude matrix and Agreement (if applicable) from page count
TAB F	Sub-factor 1.6 Automation	

TAB G	Sub-factor 1.7 Commercial Cloud Offering Marketplace	Exclude catalog from page count
TAB H	Sub-factor 1.8 Data	
III	TECHNICAL PROPOSAL	
TAB A	Performance Work Statement and License Agreement(s)	No Limit
TAB B	Factor 2 Tactical Edge	7
TAB C	Factor 3 Identity and Access Controls	5 Exclude user experience research and design artifacts and interface documentation from page count
TAB D	Factor 4 Information and System Security	10
TAB E	Factor 5 Application and Data Hosting and Portability	5
TAB F	Factor 6 Secure Data Transfer	5
TAB G	Factor 7 High Availability and Failover	7
TAB H	Factor 8 Management	5
TAB I	Quality Assurance Surveillance Plan	No Limit
IV	SMALL BUSINESS PARTICIPATION PLAN AND SUB-CONTRACTING PLAN (if applicable)	No Limit
V	FACTOR 9: Demonstrations	Not submitted at time of Proposal
VI	FACTOR 10: PRICE	
	Price Narrative	No Limit
	Price Information and Supporting Data for Scenarios	No Limit

	Price Information and Supporting Data for all CLINs	No Limit
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6. Each volume may contain a glossary of all abbreviations and acronyms used that will not count towards the page limitation.
7. Volume Headers listed above represent major aspects of the Volume that should be addressed per the evaluation factors listed in the “Evaluation for Award” section outlined below. Subsections to these Volume Headers should be inserted as necessary to organize content. Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections.
8. All cost or pricing information shall be addressed ONLY in the Price Proposal Volume. If pricing information is included in other volumes, it may result in removal of the proposal from further evaluation.
9. Page Size and Format
Page size shall be 8.5 x 11 inches. Pages shall be single spaced. Except for the reproduced sections of the solicitation document. At minimum, a 12-point font size shall be used for text and a 10 point font size shall be used for any tables and/or graphics. All pages shall include page numbering and shall be numbered sequentially by volume.

Volumes II, III, and IV of the proposal shall be submitted as a Microsoft (MS) Word newest version. Use at least ¾ inch margins on all sides. All files shall be searchable and allow copy/paste functionality. No document or copy protections shall be used.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc.

9. Cross-Referencing
Each volume shall be written on a stand-alone basis so that its contents may be evaluated independently. Information required for proposal evaluation which is not found in its designated volume will be assumed to have been omitted from the proposal. Cross-referencing within a proposal volume across Factors or Sub-Factors is not permitted.
10. No classified information is required, nor should it be provided, in any response.
11. The Government will not consider alternate proposals. If an offeror (a) fails or refuses to assent to any of the terms and conditions of this RFP, (b) proposes additional terms or conditions, (c) conditions its proposal with assumptions, or (d) fails to submit any of the information required by this solicitation, then the Government may consider the offer to be unacceptable and therefore ineligible for contract award.
12. Required Content for Performance Work Statement (PWS) (Volume III, Tab A)
The offeror shall provide a PWS in response to the Government-provided Statement of Objectives (SOO). The offeror’s PWS shall include all of the following, at a minimum, in the offeror’s preferred format:
 - a. Detailed description of the services that the offeror proposes to perform to achieve the SOO. This description shall be organized such that it clearly maps to the CLIN structure.
 - b. The Performance Metrics (verbatim) from the SOO plus any additional performance metrics proposed by the offeror.

- c. The Deliverables (verbatim) from the SOO plus any additional deliverables proposed by the offeror.
 - d. Attachments to the PWS:
 - i. The Government-provided SOO as an attachment for reference purposes only (and a statement to this effect).
 - ii. A cross-reference matrix that maps where in the PWS the following information is addressed (using document names, pages, and section numbers as necessary for clarity):
 - 1. The eight primary objectives listed in Section 2.0 of the SOO;
 - 2. All Performance Objectives in Section 3.0 of the SOO;
 - 3. All Performance Requirements in Section 4.0 of the SOO; and
 - 4. All requirements in the Cyber Security Plan.
13. Required License Agreement and License Agreement Addendum (Volume III, Tab A)
The offeror shall submit the Addendum in H-13 as an attachment to the License Agreement submitted with its proposal in response to the Solicitation, whether called an End User License Agreement, Terms of Use, or some other name. If and when the Government enters into a binding contract with the offeror as a result of its proposal, the offeror agrees that, in the event of any conflict or inconsistency between the terms in the Addendum and the terms of the License Agreement (whether called an End User License Agreement, Terms of Use, or some other name), the terms of the Addendum will supersede and be controlling. The offeror acknowledges that this Addendum will become a binding part of its contract and all orders issued thereunder in the event its proposal is selected for award.
14. Required Content for Quality Assurance Surveillance Plan (QASP) (Volume III, Tab I)
The offeror shall provide a QASP that describes the offeror's systematic quality assurance methods to validate that the offeror's quality control efforts are timely, effective, and are delivering the results required in the contract. The QASP shall provide specific details on how the offeror will survey, observe, test, sample, evaluate, and document performance results to determine if performance requirements are being met.

Section L3: Contract Documentation Volume

General

The offeror shall make a clear statement in Volume I cover page that the proposal is valid for a minimum of 180 days from the proposal due date.

In the Contract Documentation Volume, the Offeror shall provide the following information in the format prescribed herein. Failure to comply with the administrative requirements of the solicitation may result in removal of the proposal from further evaluation.

Format and Specific Content

TAB A: Table of Contents

TAB B: Company Information

TAB C: Compliance Statement

TAB D: Signed Solicitation/Amendments/ Representations and Certifications

TAB E: EEO Pre-Award Information

TAB F: DD 254 Security Classification

TAB G: Proposal Team

TAB A Table of Contents for All Volumes - Offerors shall include a master table of contents of the entire proposal to include each volume.

TAB B: Company Information - Offerors shall include:

Authorized Offeror Personnel. Provide the name, title, email, and telephone number of the company/division point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government.

Company/Division Address, Identifying Codes, and Applicable Designations. Provide company/division's street address, county and facility code; CAGE code; DUNS code; TIN; size of business (large or small). The same information must be provided for all locations that any work will be performed to support this contract.

The Offeror shall specifically identify the Facility Site Clearance (FSC) for the prime Contractor, either SECRET, TOP SECRET, or none. The Offeror may identify any FSC for members of the CTA (if applicable) and/or subcontractors.

TAB C: Compliance Statement - The Offeror is required to sign and certify that all items submitted in the proposal comply with the RFP requirements and any differences, deviations or exceptions must be stated and explained in this section.

Sample: Statement of Compliance: This Offeror hereby certifies this proposal is in compliance with the solicitation and its requirements. There are no exceptions, deviations or differences.

TAB D: Signed Solicitation/Amendments/ Representations and Certifications

Section H: Special Contract Requirements. Organizational Conflicts of Interest (OCI) Mitigation Plan (if applicable) Each offeror shall specifically identify in its proposal whether or not any potential or actual Organizational Conflict of Interest (OCI), as described in Federal Acquisition Regulation (FAR) Subpart 9.5, exists for this procurement. If the offeror believes that no OCI exists, the OCI response shall set forth sufficient details to support such a position. If an offeror believes that an actual or perceived OCI does exist on this procurement, the offeror shall submit an OCI plan with the proposal, explaining in detail how the OCI will be mitigated and/or avoided.

Section I: Contract Clauses. Submit as required.

Section K: Representations, Certifications, and other Statements of Offerors. Submit as required.

Misc.: A complete copy of the Joint Venture or Partnership agreement that established the CTA relationship (if applicable)

TAB E: EEO Pre-Award Information - All prime contractors shall include in the proposal any teaming partner to which they intend to award more than \$10 million in accordance with FAR 52.222-24.

TAB F: DD 254 Security Classification - All prime Contractors shall include in the proposal a completed Form DD254. If a non-prime Contractor also has a Facility Site Clearance, they should also include in the proposal a completed Form DD254.

TAB G: Proposal Team - The Offeror shall provide a table listing the entire proposal team membership at all tiers. The table shall identify the company name, prime or subcontract tier of the proposed team member, and, if a team member is a wholly owned subsidiary of a parent company, name of the parent company (with clear notation that the company is a parent).

L5: Volume II – Gate Criteria Submission Instructions

FACTOR 1 - GATE CRITERIA

The offeror shall provide the following information for Factor 1.

Sub-factor 1.1 - Elastic Usage

The offeror shall demonstrate compliance with this sub-factor by providing a summary report for the months of January and February 2018 that depicts each of the four metric areas detailed below (i.e., Network, Compute, Storage, Revenue) as an appendix to Volume II. This summary report must explicitly depict publicly-available commercial cloud offering (CCO) usage excluding usage by the offeror themselves (including inter-company transfers). This summary chart may also depict CCO usage including usage by the offeror.

The offeror shall provide a table illustrating the addition of DoD usage relative to current overall publicly-available CCO usage, and a narrative explaining how DoD usage would not represent a majority, as further explained. To meet stability, elasticity, and surge-capacity requirements, DoD unclassified usage, as provided below, cannot represent a majority (must be less than 50%) of the commercially utilized and publicly-available CCO under rates comparable to those publicly listed, excluding usage by the offeror themselves (including inter-company transfers) except where that usage is in the form of a PaaS offering deployed by a commercial client, once added to the overall CCO usage as demonstrated by the following:

- a. Network - Volume of commercial client traffic, in bytes, for public internet ingress and egress (at the logical cloud boundary outside of availability zones, i.e. in and out of the CCO-owned infrastructure)
 - i. For purposes of this evaluation, DoD unclassified ingress is 4.5 Petabytes for 2 months.
 - ii. For purposes of this evaluation, DoD unclassified egress is 2.76 Petabytes for 2 months.
- b. Compute - Number of physical (not virtualized) CPU and GPU cores in use by application servers as defined by those machines where the end user may load a commodity operating system and application runtime into the virtualized environment; for example, a network router would not meet the criteria.
 - i. For purposes of this evaluation, DoD unclassified physical compute cores is 46,000.
- c. Storage - Data, in bytes, for any of online, nearline, and offline
 - i. For purposes of this evaluation, DoD unclassified data storage is 50 Petabytes online, 75 Petabytes nearline, and 200 Petabytes offline.
- d. Revenue - In both gross and net income (specific to the Infrastructure as a Service (IaaS) and Platform as a Service (PaaS) portions of the CCO owner's income)

Sub-factor 1.2 - High Availability and Failover

The offeror shall demonstrate that the CCO data centers, the physical locations containing the physical CCO hardware used to provide unclassified IaaS and PaaS services, are sufficiently dispersed such that service can continue supporting the same DoD usage of CCO services in the event of one or more natural or human-made disasters as evidenced by complying with the following:

- a. No fewer than three physical, unclassified data center locations are each capable of automated failover of services and data to each other; users must be able to create system configuration(s) that are tolerant against catastrophic data center loss;

- b. At least three data centers located within the Continental United States (CONUS);
- c. Geographic dispersion of all data centers is such that at least three physical data centers are at least 150 miles from each other; and
- d. Network availability through redundant and globally distributed points of presence owned by the offeror and available on all continents (except Antarctica) as demonstrated by a table with examples of such points of presence, their approximate locations, bandwidth capacity, and approximate Internet traffic in and out, in bytes for the month of February, 2018.

This shall be demonstrated by a detailed narrative describing the failover architecture for the proposed solution. Further, this shall be demonstrated by providing maps depicting data center locations for all continents (except Antarctica). The maps shall be included in an appendix to Volume II.

Sub-factor 1.3 - Offering Independence

The offeror shall demonstrate through a detailed narrative that the proposed solution for storage, compute, and network IaaS does not require bundling with any particular PaaS or Software as a Service (SaaS) product. As part of this explanation, the offeror shall describe how DoD custom-developed software, applications, and platforms can be deployed to the proposed IaaS solution without having to use any particular PaaS or SaaS product.

Subfactor 1.4 - Logical Isolation

The offeror shall demonstrate through a detailed narrative that the proposed solution for unclassified and classified includes logical isolation of a multi-tenant environment, that includes cryptographic certainty of traffic and data that is provided by default.

Sub-factor 1.5 - Commerciality

Using a self-certification with public website address and matrix that correlates the public offerings with the proposed offerings, the offeror shall demonstrate that the proposed IaaS and PaaS solution for unclassified requirements is currently a publicly-available CCO and not limited to particular market segments; such as the Federal government, contractors whose majority of business is with the Federal government, or themselves.

Additionally, the offeror shall demonstrate ownership of the proposed hardware infrastructure and software platform offerings (for both unclassified and classified requirements) with the ability to apply software patches and updates to the underlying infrastructure and CCO services within 8 hours of notification of availability of a vulnerability patch. This shall be demonstrated by either: a) self-certification that the offeror owns the proposed hardware and software comprising IaaS and PaaS offerings (independent of the third-party marketplace offerings) and has unrestricted physical access for both unclassified and classified requirements, or b) a contractually binding agreement between the prime and owner of the IaaS and PaaS offerings as further described. If the prime does not own any of the proposed IaaS and PaaS offerings, then in the appendix to Volume II, the prime shall provide a bilaterally signed agreement with the owner of the IaaS and PaaS offerings that meets all of the following conditions:

- a. Remains in effect for the entire potential period of performance if all options are exercised; and
- b. Gives the prime the right to direct any and all changes within 8 hours to the proposed hardware and software comprising the IaaS and PaaS unclassified and classified offerings that are necessary to meet the JEDI Cloud contract requirements.

Sub-factor 1.6 - Automation

The offeror shall demonstrate an ability to meet automation requirements by providing documentation for an existing application programming interface (API) for the proposed IaaS and PaaS offerings that is capable of creating, reading, updating, and deleting resources as appropriate identified here:

- a. Identity and access management, including sub-organization account creation and management, token-based and time-limited federated authentication, role-based access control configuration;
- b. Provisioning and management of network configuration, compute instances, data and object storage, and tools for scaling applications such as load balancing;
- c. Storage object lifecycle management;
- d. Reading usage data and alerts for compute, storage, and network utilization; and
- e. Reading billing data, including by service, account, and across the entire organization.

Sub-factor 1.7 - Commercial Cloud Offering Marketplace

The CCO must include a marketplace (via web-accessible user interface) for both native and third party services to include:

- a. Container solutions and orchestration;
- b. Virtual machine based SaaS products including enterprise tools such as office productivity suites, enterprise resource planning, and customer relationship management;
- c. Machine learning, artificial intelligence, data analysis, image recognition, and language translation products; and
- d. A viable bring-your-own-license option for PaaS and SaaS offerings.

This shall be demonstrated by a catalog of marketplace offerings and two (2) real-time, silent demonstration videos with time clock of an end user on a web interface acquiring and deploying a (1) marketplace PaaS offering or the same for enterprise SaaS offerings, and (2) separate demonstration using a bring-your-own-license example. Simplicity of self-service deployment is measured by time to launch under optimal conditions and must be less than 5 minutes based on the below criteria:

- a. Time starts at page-load after authentication and ends after successful deployment of the offering;
- b. Time includes entering a license if required;
- c. Excluded from timing is the time to spin up any virtual machines to host the offering, so long as they are required and included in the offering.

Sub-factor 1.8 - Data

The offeror shall demonstrate that the proposed solution meets the following data requirements through a self-certification with detailed explanations:

- a. Petabyte-scale storage and retrieval on online, nearline, and offline storage;
- b. Object lifecycle management for usage based retention and data migration; across online, nearline, and offline. This includes implementing some specific processes and rule-sets where

required by the Freedom of Information Act, Federal Records Act, EO 12333, EO 13587, the Privacy Act, and the Health Insurance Portability and Accountability Act and any federal regulations implementing those policies; and

- c. Ability to retrieve 250 terabytes of arbitrary offline storage objects within one hour.

L6: Volume III – Technical Criteria Submission Instructions

Factor 2 - Tactical Edge

The offeror shall describe its proposed approach to providing durable, ruggedized, and portable compute and storage capability (“modular edge device”) meeting the following criteria:

- (1) Each modular edge device should not require heavy equipment to move;
- (2) Extensible such that 2, 20, 200, or 2000 units can be connected and pool resources, and the time necessary to assemble the additional capability;
- (3) Compute capacity capable of running multiple applications in a (a) communication degraded or disconnected environment and (b) fully connected environment;
- (4) Compute capacity capable of running containerized applications, data analytics, and processing data locally;
- (5) Storage capacity to retain data and files, such as full motion video, acoustic recordings, photos, documents, etc., in a (a) communication degraded or disconnected environment and (b) fully connected environment; and
- (6) Capable of automatically synchronizing data storage with the cloud environment when communication or connection is re-established (account for both physical and remote connection) and the degree to which this this synchronization can be controlled or throttled.
- (7) The degree to which the modular edge device is able to withstand inclement weather, austere locations, and physical actions such as drops.
- (8) Measured electromagnetic emanations from modular edge devices while operating in both connect and disconnected states and when with varying levels of activity.

In the proposal, the offeror may refer to a “modular edge device” by any name it deems appropriate.

Factor 3 - Identity and Access Controls

The offeror shall describe its proposed identity and access control implementation, specifically:

1. Organization, sub-organization, account, and user creation and management, including deactivation, hierarchical relationship ability, and reporting on such identities and accounts to include activity tracking as it relates to access controls, in a manner that is easy to use by the majority of users, including consideration for accessibility, as demonstrated by user experience research and design artifacts such as research questions and methods, storyboards, wireframes, etc.
2. Establishing and managing technical policies at the account, group of accounts, sub-organization, organization, and global levels, including the ability to enable and disable services and restrict parameters within service configurations, in a manner that is easy to use by the majority of users, including consideration for accessibility, as demonstrated by user experience research and design artifacts such as research questions and methods, storyboards, wireframes, etc.
3. Highly granular attribute and/or role-based access control configuration and ability to assign permissions to roles in accordance with technical policies.

4. Object and resource access control management, including data and resource tagging for billing tracking, access control, and technical policy management.
5. Token-based and time-limited federated authentication allowing a person to assume a role within the cloud environment.

For all aspects of this factor, indicate which abilities are available via web interface, command line interface (CLI) application, and application programming interface (API), including the protocols used, authentication mechanisms, and request/response formats; and provide documentation for all such interfaces.

Factor 4 - Information and System Security

The offeror shall describe its proposed plan for information and system security, specifically:

- (1) Patching and vulnerability management of hardware, software, and other system components.
- (2) Managing supply chain risk for hardware, software, and other system components.
- (3) Automated checks for technical policy compliance.
- (4) Automated data breach identification, and systems for mitigation, isolation, and reporting.
- (5) Self-service tools and automation of data spillage, classified or otherwise, handling.
- (6) Capture and provide all hypervisor log and audit data.
- (7) Capture and provide all user activity log and audit data.
- (8) Maintain logical isolation of traffic and data in a multi-tenant environment.
- (9) Encrypt data at rest and traffic in transit by default for all storage and networking services.
- (10) Capture and provide access to data generated by all intrusion detection technology, network traffic analysis tools, or any other threat monitoring performed. Perform analysis on the data generated and provide results and findings on the above data shall be provided to the system owner.
- (11) Plan for meeting security controls required in accordance with the Cyber Security Plan and appropriate policies to obtain accreditation and authorization for processing and storing Secret, Top Secret, SCI, and SAP information.

Factor 5 - Application and Data Hosting and Portability

The offeror shall describe its proposed approach to application and data hosting and portability, specifically:

- (1) Hosting
 - (a) Provide dynamic workload management: software that provides automation and orchestration to elastically coordinate fluctuating workflow requests according to IT priorities or user defined policies across the cloud infrastructure (e.g., dynamic elasticity to scale out based upon user defined events).
- (2) Portability
 - (a) A plan for exporting all data and object storage, including schemas, from one application, multiple applications owned by a single user, and enterprise wide exportation given 100 Terabytes of data storage, 1 Petabyte of storage, and 10 Petabytes of storage scenario, or all systems within an account regardless of storage type, including specific mechanisms, methods, and extraction formats.

- (b) A plan for exporting all system configuration, including networking, routing, load balancing, OS configuration, etc. for a single application, multiple applications under the same organization, and all applications for the enterprise.

Factor 6 - Secure Data Transfer

The offeror shall describe its proposed secure data transfer capability, including the specific technical means used to:

- (1) Allow an isolated enclave to transfer data to other enclaves in a highly controlled, deterministic manner, without introducing the security threats that normally come from connectivity.
- (2) Provide secure one-way and/or two-way data transfer between logical enclaves within the cloud offering and to external destinations.
- (3) Protect enclaves from external cyber threats, including malware and virus transfer (unless that is the data intended for transfer), and prevent penetration by external sources.
- (4) Mitigate the risk of the transfer capability as a covert or insider threat channel.
- (5) Enforce technical policies controlling how data transfer capabilities can be used including gaining the appropriate role-based approval for use.
- (6) Capability for controlled cross-tenant communications via orchestrated multi-tenant peering gateways.
- (7) Provide consumers with the ability to configure VLANs, provide and configure IP address ranges, VPNs and other network constructs as needed for their applications to work and interact with each other and outside services.

Factor 7 - High Availability and Failover

The offeror shall describe its proposed plan for providing the DoD with a highly available and fault tolerant network of systems, including specifically:

- (1) Existing unclassified data centers able to provide IaaS and PaaS services globally and handle the volumes of traffic, storage, and computing power that will come with the addition of DoD systems.
- (2) Any existing data centers hosting physically isolated infrastructure capable of providing classified IaaS and PaaS services and detailed plans and timelines specifying how the offeror plans to provide classified services globally and handle the volumes of traffic, storage, and computing power necessary for DoD systems.
- (3) An architecture and systems that support the configuration of automated failover procedures for both unclassified and eventual classified offerings capable of protecting against catastrophic data center loss.
- (4) Mechanisms to automate redundancy of storage, networking, and computing systems.
- (5) A data center footprint that will be resilient to both natural and human-made disasters resulting in catastrophic loss of one or more data centers. Define the risk mitigation plan for maintaining operations in the event of either temporary or extended loss of one or more data centers.
- (6) Provide automatic monitoring or resource utilization and other events such as failure of service, degraded service, etc. via web interface and application programming interface (API). These APIs should have documentation that is readily discoverable, including example code in multiple programming languages.

Factor 8 - Management

The offeror shall describe its proposed plan, as supported by the proposed Quality Assurance Surveillance Plan, for managing and maintaining the services provided, including:

- (1) Maintain infrastructure capacity sufficient to satisfy service provisioning requests within an offeror-specified timeframe of the provisioning call for each service. Offerors should provide a list of specified provisioning timeframes for each IaaS and PaaS service in their publicly-available cloud offering. Both provisioning and de-provisioning of virtual compute instances should be completed within 120 seconds of ordering.
- (2) Manage regular refreshing of the network, storage, server, and virtualization layer technology for both unclassified and classified offerings.
- (3) Provide 24x7 support to quickly resolve user technical issues with the cloud services being provided. The plan should include a specific approach to resolving the different (tiered) levels of technical issues.
- (4) A robust process for identifying, quickly resolving, and reporting on service incidents and problems. The provider shall provide the DoD with insight into service incidents and problems in near real time.
- (5) Provide life-cycle management of all hardware and software components of the cloud computing infrastructure.

L9: Volume IV – Small Business Instructions

Small Business Participation Plan. All offerors, including small businesses, submitting a proposal as a prime contractor for this requirement are required to maintain a minimum of 30% or better of the total contract value of awards to small business concerns throughout the life of the contract. (A small business as a prime contractor can include its own participation in the 30% or better small business participation commitment.) Small Business Participation Plan commitments will be incorporated into the contract and shall be binding on the contractor. A Small Business Participation Plan/commitment is required from all offerors, including companies with commercial plans and comprehensive subcontracting plans. The Small Business Participation Plan/ Commitment shall address the following:

- Extent to which the offeror will utilize small business (SB), small disadvantaged business (SDB), women-owned small business (WOSB), Historically Underutilized Business Zone (HUB Zone) small business, veteran-owned small business (VOSB) and service-disabled and veteran-owned small business (SDVOSB);
- Level of commitment to use such firms;
- Types of work small business firms are to perform;
- Signed Statement of commitment to subcontract/utilize small businesses at a minimum of 30% or better of the total contract value in subcontracting to small business concerns (small business primes participation is included in the 30% or better participation);
- The extent of participation of such firms in terms of the value of the total acquisition; and
- Detailed explanations/documentation supporting the proposed participation commitment and percentages.

L10: Volume V – Demonstration Instructions

Offerors will be informed at least seven calendar days prior to the Demonstration date of the time and location the demonstrations will take place. For planning purposes, all demonstrations will occur at or near the Pentagon. Offerors invited to provide demonstrations will be given 24-hour notice of specific scenarios to be demonstrated for evaluation purposes. All demonstrations will be recorded.

L11: Volume VI – Price Submission Instructions

Offerors shall provide the following:

1. PRICE LIST FOR CLIN (x001-x003). This list can be included as a link to website or can be a file of all offering prices. To the extent that prices vary (discounts or surcharges) from the commercial prices offered to the public in the Offeror’s catalogue, the Offeror shall provide explicit descriptions of these changes in sufficient detail such that the Contracting Officer can complete the calculation required by Sections H-5 and H-6 in the future.

2. PRICE FOR CLINS x004-x005. Offerors shall propose a firm fixed price for each CLIN x0004-x0005.

2. PRICE SCENARIOS: Offerors shall provide a basis of estimate (including any assumptions made) for each of the price scenarios as well as provide a total price. Moreover, Offerors are advised that the total price must align with the technical approach described in Volume III. The following definitions apply to all scenarios: Workday is Monday through Friday 0900-1700 ET. Work week is Monday through Friday. There are no holidays. All thirty days commence on a Monday at 1201 ET.

The price scenarios are in Solicitation Attachment 4.

3. TASK ORDER: Offerors shall provide a basis of estimate and total firm-fixed price for the base period only.

Offerors shall agree that the Contracting Officer may, at her discretion, require additional supporting cost or pricing data if the KO determines it necessary to reach a decision regarding the reasonableness of an Offeror’s price submission. See guidance at FAR 15.403-1(c)(3). It is important to note that any line items that the Offeror cannot price according to traditional commercial pricing methods should be supported by additional cost or pricing data the Offeror deems sufficient to allow the Government to make a determination that the proposed price is fair and reasonable.

EVALUATION FOR AWARD OF ID/IQ CONTRACT AND TASK ORDER

Section M1: Basis for Award

The Government intends to award a single ID/IQ contract, and an initial task order, for JEDI Cloud Services to the Offeror whose proposal conforms to the RFP requirements and represents the best value to the Government, as determined by the evaluation criteria described herein, in accordance with Federal Acquisition Regulations (FAR) Part 15. Best value will be based on a detailed evaluation of all factors outlined below. In determining the best value, the Government may employ a tradeoff process allowing for an award to other than the lowest priced Offeror or other than the highest technical rated offer. A written notice of award or acceptance of an offer, furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

When making the best value determination, Factors 2 through 7 and 9 are of equal importance, and when combined, more important than Factor 8. The non-price factors (Factors 2 through 9) when combined, are more important than the Price Factor. Price will be increasingly more important as non-price factors become increasingly equal.

Section M2: Evaluation Process

The Government will employ a two-step evaluation for this acquisition.

Under Step One, the Government will evaluate the offeror's Gate Criteria submission, Volume II against the "Acceptable / Unacceptable" criteria identified below. Offerors who receive a rating of "Unacceptable" in any of the Gate Criteria Sub-factors shall be eliminated from the competitive range and the proposal not be further evaluated. Thus, as an example, if an Offeror is rated as Unacceptable for Gate Criteria Sub-factor 1.2, the remainder of the proposal will not be evaluated.

Under Step Two of the evaluation, the Government will evaluate the offeror's proposal as follows:

1. If the rating is Acceptable for all of Gate Criteria, the Offeror's Volume III Technical Proposal Factor 2 will be evaluated using the "Technical Capability Performance Evaluation Ratings and Definitions" and the "Risk Adjectival Ratings" listed below.
2. If Factor 2 receives a rating below "Acceptable" using the Technical Capability Performance Evaluation Ratings or "Unacceptable" using the Risk Adjectival Ratings, the proposal will not be evaluated further and will not be considered for the competitive range. If the rating for Factor 2 is "Acceptable" or higher for Technical Capability and the Risk is rated as "Low", "Moderate", or "High", the Offeror's remaining Volume III Technical Proposal Factors 3 and 4 will be evaluated using the "Technical Capability Performance Evaluation Ratings and Definitions" and the "Risk Adjectival Ratings" listed below; provided that each Factor receives a rating of "Acceptable" or higher for Technical Capability and the Risk is rated as "Low", "Moderate", or "High".
 - o For clarity, if any Factor is rated below "Acceptable" the proposal will not be evaluated further and will not be considered for the competitive range. As an example, if an Offeror is rated as "Marginal" for Factor 4, the proposal will not be further evaluated. Likewise, if any Factor that is rated as having "Unacceptable" risk, the proposal will not be evaluated further and will not be considered for the competitive range.
3. If Factor 4 receives a rating below "Acceptable" using the Technical Capability Performance Evaluation Ratings or "Unacceptable" using the Risk Adjectival Ratings, the proposal will not be evaluated further and will not be considered for the competitive range. If the rating for Factor 4 is "Acceptable" or higher for Technical Capability and the Risk is rated as "Low", "Moderate", or "High", the Offeror's remaining Volume III Technical Proposal Factors 5 through 8 will be

evaluated using the “Technical Capability Performance Evaluation Ratings and Definitions” and the “Risk Adjectival Ratings” listed below; provided that each Factor receives a rating of “Marginal” or higher for Technical Capability and the Risk is rated as “Low”, “Moderate”, or “High”.

4. A competitive range will be established based on the evaluation of Volume III Technical Proposal as described in items 1 - 3 and the total evaluated price from Volume VI Price. Those Offerors in the competitive range will be invited to provide a Volume V Factor 9 Demonstration and engage in discussions.
5. Upon completion of discussions, any Offerors remaining in the competitive range will be requested to submit a final revised proposal (FRP).

Section M3: Evaluation Factors

Factor 1 - GATE EVALUATION CRITERIA

Offerors’ proposals will be evaluated for technical acceptability on an “Acceptable / Unacceptable” basis for each of the following sub-factors based on whether the proposal demonstrates the requirements articulated in each sub-factor in accordance with the respective instructions detailed above in Section L. Offerors’ proposals must be rated “Acceptable” under all Factor 1 sub-factors in order to receive an overall rating of “Acceptable” for Factor 1 - Gate Evaluation Criteria. If a proposal is rated “Unacceptable” for any gate evaluation criteria sub-factor, the evaluation process will immediately cease. The proposal will not be further evaluated under any subsequent sub-factor and will not be considered for the competitive range.

Sub-factor 1.1 - Elastic Usage

The Government will evaluate whether the proposal clearly demonstrates that the addition of DoD unclassified usage will not represent a majority for all usage, per the requirements in Section L for this sub-factor.

Sub-factor 1.2 - High Availability and Failover

The Government will evaluate whether the proposal clearly demonstrates that CCO data centers are sufficiently dispersed, per the requirements in Section L for this sub-factor.

Sub-factor 1.3 - Offering Independence

The Government will evaluate whether the proposal clearly demonstrates that the proposed solution for storage, compute, and network IaaS does not require bundling with any particular PaaS or SaaS product, per the requirements in Section L for this sub-factor.

Sub-factor 1.4 - Logical Isolation

The Government will evaluate whether the proposal clearly demonstrates that the proposed solution includes logical isolation, per the requirements in Section L for this sub-factor.

Sub-factor 1.5 - Commerciality

The Government will evaluate whether the proposal clearly demonstrates that the proposed IaaS and PaaS solution for unclassified requirements is currently a publicly-available CCO. The Government will evaluate whether the proposal clearly demonstrates ownership or that Offeror has an agreement that is compliance with the commerciality requirements in the Section L for this sub-factor.

Sub-factor 1.6 - Automation

The Government will evaluate whether the proposal clearly demonstrates the ability to meet automation requirements, per the requirements in Section L for this sub-factor.

Sub-factor 1.7 - Commercial Cloud Offering Marketplace

The Government will evaluate whether the proposal clearly demonstrates that the CCO includes a marketplace for both native and third party services that meet all of the minimal requirements in Section L for this sub-factor.

Subfactor 1.8 - Data

The Government will evaluate whether the proposal clearly demonstrates data requirements specified in Section L for this sub-factor.

Factor 2 - Tactical Edge

The government will evaluate the following:

- (1) The degree to which the modular edge device is able to withstand inclement weather, austere locations, and physical actions such as drops.
- (2) Time to assemble modular edge capability for 2, 20, 200, and 2000 units.
- (3) The lift requirement to move each modular unit of the tactical edge capability developed.
- (4) Compute and storage capacity of the modular edge device while connected to the JEDI Cloud and in a communication degraded or disconnected environment.
- (5) Data synchronization throughput (transmitted and received) when modular edge device is re-connected to the JEDI Cloud environment (account for both physical and remote connection) and the degree to which this synchronization can be controlled or throttled.
- (6) Measured electromagnetic emanations from modular tactical edge devices while operating in both connect and disconnected states and when with varying levels of activity.

Factor 3 - Identity and Access Controls

The government will evaluate the following:

1. The extent to which the offeror's proposed solution for account and user creation and management supports the DoD's hierarchical organizational structure.
2. The extent to which the offeror demonstrates user research and design practices as evidenced by the submitted design artifacts. The ease of use, including user experience design, and
3. The range of functionality for viewing, updating, creating, and removing any level of the organization and user hierarchy, including filtering and reporting of those structures and identities.
4. The ease of use, including user experience design, and range of functionality for creating, applying, and managing technical policies at any level of the organizational hierarchy.

5. The extent of the granularity of the permissions available and the ease of discovery and assignment to roles.
6. The extent of the capability to tag data objects and resources for billing tracking, access control, and assignment of technical policy.
7. The extent of capability, ease of implementation, and use of modern standards for federated, token-based, time-limited authentication.
8. The degree to which the offeror has implemented modern standards for API and CLI access, if any, and the extent to which these APIs match or exceed the abilities of any web interfaces for user, account, identity, and access management; and the extent to which these APIs are documented and that that documentation is readily discoverable, including example code in multiple programming languages.

Factor 4 - Information and System Security

The government will evaluate the following:

- (1) The frequency, fidelity, and automation of patching and vulnerability management of hardware, software, and other system components.
- (2) The extent of supply chain management and risk mitigation for hardware, software, and other system components.
- (3) The extent of technical policy compliance checks and automation of those checks.
- (4) The extent of automated data breach identification, and efficacy of systems for mitigation, isolation, and reporting.
- (5) The extent to which tools and automation can handle and obviate data spills.
- (6) The extent of hypervisor log and audit data capture.
- (7) The extent of user activity log and audit data capture.
- (8) The extent to which the offeror's solution maintains logical isolation of traffic and data.
- (9) The extent of, and mechanisms for, encryption of data at rest and traffic in transit, either by manual user configuration or by default.
- (10) The extent to which data generated by all intrusion detection technology, network traffic analysis tools, or any other threat monitoring performed is captured. The efficacy of analysis on the data generated and provide results and findings on the data.
- (11) The degree to which the offeror meets the security controls required in accordance with the Cyber Security Plan and appropriate policies to obtain accreditation and authorization for processing and storing Secret, Top Secret, SCI, and SAP information.

Factor 5 - Application and Data Hosting and Portability

The government will evaluate the following:

- (1) The ease of use and level of integration of application container orchestration tools.
- (2) The degree to which users are able to dynamically manage workloads, including prioritizing workloads based on user defined events.
- (3) Time, ease of use, and format when exporting all data and object storage and associated schemas from one application, multiple applications owned by a single user, and enterprise wide exportation given 100 Terabytes of data storage, 1 Petabyte of storage, and 10 Petabytes of storage scenarios.
- (4) Time, ease of use, and format of data when exporting system configurations, including networking, routing, load balancing, OS configuration, etc. for a single application, multiple applications under the same organization, and all applications for the enterprise.

Factor 6 - Secure Data Transfer

The government will evaluate the following:

- (1) The extent to which an isolated enclave can transfer data to other enclaves in a highly controlled, deterministic manner.
- (2) The efficacy and security on one-way or two-way data transfer between logical enclaves within the cloud offering and to external destinations.
- (3) The ability of the offeror to protect enclaves from external cyber threats, including malware and virus transfer (unless that is the data intended for transfer), and prevent penetration by external sources.
- (4) The degree of risk mitigation in the transfer capability to prevent a covert or insider threat channel.
- (5) The ability of the offeror to enforce technical policies controlling how data transfer capabilities can be used including gaining the appropriate role-based approvals.
- (6) The extent of control possible for cross-tenant communications via orchestrated multi-tenant peering gateways.
- (7) The ease of use and security of consumer configured VLANs, IP address ranges, VPNs and other network constructs as needed for their applications to work and interact with each other and outside services.

Factor 7 - High Availability and Failover

The government will evaluate the following:

- (1) Excess capacity and capacity planning for IaaS and PaaS services at each data center to include network traffic volume, storage, and physical compute power.
- (2) Availability and capacity of IaaS and PaaS services for classified workloads around the globe and the plan for deployment of such services including expected timeframes.
- (3) An execution plan for failover actions in the event of a catastrophic data center loss and expected impact to operational continuity.
- (4) The ease of implementation and extent of options for redundancy in application and data deployments.
- (5) The data center footprint being resilient to disasters resulting in catastrophic loss of one or more data centers as well as proposed risk mitigation plan, discussed in section L Factor 7 above.
- (6) Availability of APIs for resource utilization and the accuracy and timeliness of the information.
- (7) The degree to which the offeror has implemented modern standards for API and CLI access, if any, and the extent which these APIs match or exceed the abilities of any web interfaces for resource utilization; and the extent to which these APIs are documented and that that documentation is readily discoverable, including example code in multiple programming languages.

Factor 8 - Management

The government will evaluate the following:

- (1) Time to provision each IaaS and PaaS service in the publicly-available cloud offering

- (2) Proposed response time, availability, and service-level agreements of “help desk” support included as part of IaaS and PaaS offerings. This includes time to elevate trouble tickets to different (tiered) levels based on technical requirements as well as resolving tickets.
- (3) Time to evaluate and resolve service incidents in coordination with DoD teams.
- (4) Refresh rate for network, storage, server, and virtualization layer hardware and software technology for both unclassified and classified offerings.
- (5) Periodicity of life-cycle management for hardware and software cloud computing infrastructure.

The Government will also evaluate the extent to which the Quality Assurance Surveillance Plan demonstrates the Offeror’s ability to maintain high quality delivery of the five services listed in this factor.

Factor 9 - Demonstrations

The Government will evaluate the extent to which the scenarios are successfully demonstrated.

Factor 10 - Price

Price will be evaluated independent of technical evaluations. The Offeror’s price will be evaluated to determine if it is fair and reasonable, in accordance with FAR Part 15. Price analysis is expected to be sufficient to determine price reasonableness of proposed prices.

The Government does not intend to engage in cost analysis of all individual prices for the ID/IQ; however, the Contracting Officer retains the right to require additional other than certified cost or pricing data in the event a determination that proposed prices are fair and reasonable cannot be made through use of the analytical methods described.

Additionally, award will further be contingent upon determinations of contractor responsibility. The Government will determine contractor responsibility through the System of Award Management (SAM) and Federal Awardee Performance and Integrity Information System (FAPIS). In order for an Offeror to be considered eligible for award, the Offeror shall have an active record with no exclusions in SAM and shall not have any negative records on FAPIS.

Price will not be rated adjectivally, but will be evaluated based on a comprehensive review. Price volumes will be evaluated with respect to accuracy and completeness based on information submitted in the Offeror’s written submission. This process will involve verification that figures are correctly calculated, prices are presented in the requested format, and that proposed rates, and any applicable discounts, are accurate.

As part of the ID/IQ price evaluation, the Government will calculate a Total Evaluated Price based on summation of the proposed price for each Price Scenario in Attachment 4 and the first task order.

Section M4: Technical Capability Performance Evaluation Ratings and Definitions

1. The following adjectival rating scale will be used to evaluate the Offeror's Proposal for Factors 2 through 9:

Adjectival Rating	Description
Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. The proposal contains multiple strengths and no deficiencies.
Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains at least one strength and no deficiencies.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Proposal has no strengths or deficiencies.
Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements.
Unacceptable	Proposal does not meet requirements and contains one or more deficiencies and is unawardable.

2. The following Risk Adjectival rating scale will be used to evaluate the Offeror's Proposal's Factors 2 through 9:

Adjectival Rating	Description
Low	Proposal/quotation may contain weakness(es) which have little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Proposal/quotation contains a significant weakness or combination of weaknesses which may potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
High	Proposal/quotation contains a significant weakness or combination of weaknesses which is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.

Unacceptable

Proposal/quotation contains a material failure or a combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level.