

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

<i>NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.</i>			1. REQUISITION NUMBER	PAGE 1 OF 46
2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER COIL-22-R-0001	6. SOLICITATION ISSUE DATE August 23, 2022

7. FOR SOLICITATION INFORMATION CALL:	a. NAME Linda Suggs	b. TELEPHONE NUMBER (No collect calls) 202-202-0250	8. OFFER DUE DATE/ LOCAL TIME Sept 23, 2022 2:00 PM
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9. ISSUED BY Congressional Office for International Leadership 101 Independence Ave SE, LA-144 Washington, DC 20540-9980	CODE 0945	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 541511 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8(A) \$30M <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
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11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING 14. METHOD OF SOLICITATION REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input type="checkbox"/> REQUEST FOR PROPOSAL (RFP) <input checked="" type="checkbox"/>
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15. DELIVER TO See Block 9 above	CODE	16. ADMINISTERED BY See Block 9 above	CODE
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17a. CONTRACTOR/OFFEROR CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY See Block 9 above	CODE
TELEPHONE NUMBER		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See SF 1449 back, Page 2 of 46 <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Government Use Only)
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	COIL Website Design and Development	1	lo		
0002-Option	Option I - Maintenance and CM Services				
0002AA	Maintenance Services Option I	12	mth		
0002AB	CM Services Option I	12	mth		
0003 Option	Option - II Maintenance and CM Services				
0003AA	Maintenance Services Option II	12	mth		
0003AB	CM Services Option II	12	mth		
0004 Option	Option - III Maintenance and CM Services				
0004AA	Maintenance Services Option III	12	mth		
0004AB	CM Services Option III	12	mth		

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

PARTIAL FINAL

COMPLETE PARTIAL FINAL

STOCK RECORD (S/R)

38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER

40. PAID BY

42a. RECEIVED BY (Print)

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE RECEIVED (MM/DD/YYYY) | 42d. TOTAL CONTAINERS

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52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services. (May 2022)

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

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

(2) [52.204-23](#), Prohibition on *Contracting* for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on *Contracting* for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

(5) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

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

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

[*Contracting Officer check as appropriate.*]

(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

(2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#)).

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

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

(5) [Reserved].

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

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

(8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for *Debarment*. (Nov 2021) ([31 U.S.C. 6101 note](#)).

(9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).

(10) [Reserved].

(11) [52.219-3](#), Notice of *HUBZone* Set-Aside or Sole-Source Award (Sep 2021) ([15 U.S.C. 657a](#)).

(12) [52.219-4](#), Notice of Price Evaluation Preference for *HUBZone Small Business Concerns* (Sep 2021) (if the *offeror* elects to waive the preference, it *shall* so indicate in its *offer*) ([15 U.S.C. 657a](#)).

(13) [Reserved]

___ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

___ (ii) *Alternate I* (Mar 2020) of [52.219-6](#).

___ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

___ (ii) *Alternate I* (Mar 2020) of [52.219-7](#).

___ (16) [52.219-8](#), Utilization of *Small Business Concerns* (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

___ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (Nov 2021) ([15 U.S.C. 637\(d\)\(4\)](#)).

___ (ii) *Alternate I* (Nov 2016) of [52.219-9](#).

___ (iii) *Alternate II* (Nov 2016) of [52.219-9](#).

___ (iv) *Alternate III* (Jun 2020) of [52.219-9](#).

___ (v) *Alternate IV* (Sep 2021) of [52.219-9](#).

___ (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).

___ (ii) *Alternate I* (Mar 2020) of [52.219-13](#).

___ (19) [52.219-14](#), Limitations on Subcontracting (Sep 2021) ([15 U.S.C. 637s](#)).

___ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) ([15 U.S.C. 657f](#)).

___ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Sep 2021) ([15 U.S.C. 632\(a\)\(2\)](#)).

___ (ii) *Alternate I* (Mar 2020) of [52.219-28](#).

___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged *Women-Owned Small Business Concerns* (Sep 2021) ([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 (Sep 2021) ([15 U.S.C. 637\(m\)](#)).

___ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).

___ (26) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ([15U.S.C. 637\(a\)\(17\)](#)).

X (27) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).

X (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O.13126).

X (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

X (30) (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).

___ (ii) *Alternate I* (Feb 1999) of [52.222-26](#).

X (31) (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

___ (ii) *Alternate I* (Jul 2014) of [52.222-35](#).

X (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).

___ (ii) *Alternate I* (Jul 2014) of [52.222-36](#).

X (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

X (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (35)(i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).

___ (ii) *Alternate I* (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

X (36) [52.222-54](#), Employment Eligibility Verification (*May 2022*) (Executive Order 12989). (Not applicable to the *acquisition* of commercially available off-the-shelf items or certain other types of *commercial products* or *commercial services* as prescribed in FAR [22.1803](#).)

___ (37) (i) [52.223-9](#), Estimate of Percentage of *Recovered Material* Content for EPA-Designated Items (*May* 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the *acquisition* of commercially available off-the-shelf items.)

___ (ii) *Alternate I* (*May* 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the *acquisition* of commercially available off-the-shelf items.)

___ (38) [52.223-11](#), *Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons* (Jun 2016) (E.O. 13693).

___ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

___ (40) (i) [52.223-13](#), *Acquisition* of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) *Alternate I* (Oct 2015) of [52.223-13](#).

___ (41) (i) [52.223-14](#), *Acquisition* of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) *Alternate I* (Jun2014) of [52.223-14](#).

___ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming *Products* (*May* 2020) ([42 U.S.C. 8259b](#)).

___ (43)(i) [52.223-16](#), *Acquisition* of EPEAT®-Registered Personal Computer *Products* (Oct 2015) (E.O.s 13423 and 13514).

___ (ii) *Alternate I* (Jun 2014) of [52.223-16](#).

X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

___ (45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).

___ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

___ (47) (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).

___ (ii) *Alternate I* (Jan 2017) of [52.224-3](#).

___ (48) [52.225-1](#), Buy American-*Supplies* (Nov 2021) ([41 U.S.C. chapter 83](#)).

___ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) ([41 U.S.C.chapter83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note,

19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) *Alternate I* (Jan 2021) of 52.225-3.

__ (iii) *Alternate II* (Jan 2021) of 52.225-3.

__ (iv) *Alternate III* (Jan 2021) of 52.225-3.

__ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the *United States* (Oct 2016) (Section 862, as amended, of the *National Defense Authorization Act* for Fiscal Year 2008; 10 U.S.C. 2302Note).

__ (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* (Nov2007) (42 U.S.C. 5150).

__ (55) 52.229-12, Tax on Certain Foreign *Procurements* (Feb 2021).

__ (56) 52.232-29, Terms for Financing of Purchases of *Commercial Products* and *Commercial Services* (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (57) 52.232-30, Installment Payments for *Commercial Products* and *Commercial Services* (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

X (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (60) 52.232-36, Payment by Third Party (*May* 2014) (31 U.S.C. 3332).

__ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (62) 52.242-5, Payments to *Small Business Subcontractors* (Jan 2017) (15 U.S.C. 637(d)(13)).

__ (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

__ (ii) *Alternate I* (Apr 2003) of [52.247-64](#).

__ (iii) *Alternate II* (Nov 2021) of [52.247-64](#).

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

[*Contracting Officer check as appropriate.*]

__X__ (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

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

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

__ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (*May* 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

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

__ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May* 2014) ([41 U.S.C. chapter 67](#)).

__ (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

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

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

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

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

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

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

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

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

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

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

(iv) [52.204-25](#), Prohibition on *Contracting* for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of *Small Business Concerns* (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#)

and (3)), in all subcontracts that *offer* further subcontracting opportunities. If the subcontract (except subcontracts to *small business concerns*) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor *must* include [52.219-8](#) in lower tier subcontracts that *offer* subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

- (vii) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O.11246).
- (viii) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- (x) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- (xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- (xiii) (A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O 13627).
- (B) *Alternate I* (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May* 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-54](#), Employment Eligibility Verification (*May* 2022) (E.O. 12989).
- (xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (B) *Alternate I* (Jan 2017) of [52.224-3](#).
- (xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the *United States* (Oct 2016) (Section 862, as amended, of the *National Defense Authorization Act* for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.217-9 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 the contract expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years and six months.

(End of clause)

52.232-35 Designation of Office for Government Receipt of Electronic Funds Transfer Information (Jul 2013)

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer- Other than System for Award Management, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the *Contractor* 's electronic funds transfer (EFT) *information* , in lieu of the payment office of this contract.

(b) The *Contractor* shall send all EFT *information*, and any changes to EFT *information* to the office designated in paragraph (c) of this clause. The *Contractor* shall not send EFT *information* to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT *information* sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Name: [Congressional Office for International Leadership](#)

Mailing Address: [101 Independence Ave. SE LA-144, Washington DC 20540-9980](#)

Telephone Number: [202-707-8943](#)

Person to Contact: Finance

Electronic Address:

(End of clause)

CLAUSES Included By Reference:

52.203-3 – Gratuities – APR 1984
 52.204-7 – System of Award Management – OCT 2018
 52-204-16 – Commercial and Government Entity Code Reporting – AUG 2020
 52.204-13 - System for Award Management Maintenance – OCT 2018
 52-204-18 - Commercial and Government Entity Code Maintenance – AUG 2020
 52.232-25 – Prompt Payment – JAN 2017
 52.233-1 – Disputes – MAY 2014
 52.242-13 – Bankruptcy – JULY 1995

COIL Deviations

(a) FAR 52.233-1, Disputes (JUNE 2022). To reflect the provisions of the Legislative Branch Appropriations Act, 2008 (Pub. L. 110-161, div. H., title I, § 1501, Dec. 26, 2007, 121 Stat. 2249, 31 U.S.C. § 702 note), the clause is modified as follows:

(1) The amount in sections (c), (d)(2)(i), and (e) is \$50,000 instead of \$100,000. See also regulations of the Government Accountability Office Contract Appeals Board at 4 C.F.R. part 22.

(b) FAR 52.232-25, Prompt Payment (JUNE 2022).

The Congressional Office for International Leadership is not an agency subject to the Prompt Payment Act. 31 U.S.C. § 3901(a)(1). The clause is modified as follows:

(1) The following new paragraph (iv) is added to the conditions for paying interest penalty payments in section (a)(4): “(a)(4)(iv) The contract or purchase order contained a provision that expressly required the Congressional Office for International Leadership to pay an interest penalty.”

(2) The reference in section (a)(5)(ii) to the Disputes clause at FAR 52.233-1 refers to the clause as modified by the Congressional Office for International Leadership.

(3) Section (a)(6) is replaced with the following: “Interest penalty payments shall be handled in accordance with the Prompt Payment clause at FAR 52.232-25 as modified by the Congressional Office for International Leadership.”

(4) Section (b) relating to Contract Financing Payment is deleted.

(c) FAR 52.212-4, Contract Terms and Conditions – Commercial Items (JUNE 2022). The clause is modified as follows:

(1) The reference in section (d) to the Disputes clause at [FAR 52.233-1](#) refers to the clause as modified by COIL.

(2) The references in section (g)(2) and (i)(2) to the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at [5 C.F.R. part 1315](#) refer instead to the Prompt Payment clause at [FAR 52.232-25](#) as modified by COIL.

(d) FAR 52.212.-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (JUNE 2022). The clause is modified as follows:

(1) The Executive Director of COIL has the same rights and access provided to the Comptroller General in [FAR 52.212-5](#).

SUPPLEMENTAL LICENSE AGREEMENTS.

COIL does not agree to licensing agreements or any other provisions that attempt to: (1) replace an order as the governing contract; (2) establish new or supplemental payment terms; or, (3) affect the legal relationships of the parties. Notwithstanding any clauses in this contract or order, or the contractual vehicles against which the order is placed, that establish order of precedence, the rights and obligations provided by this contract or order take precedence over the rights and obligations set forth in any licensing agreements provided to the Library. The following clauses are deemed to be inserted into each license agreement to which COIL is a party:

Unauthorized Obligations. COIL shall not be bound by any provision that may or will cause COIL or its employees to make or authorize an expenditure from, or create or authorize an obligation under, any appropriation or fund in excess of the amount available in the appropriation or fund, that would create an Anti-Deficiency Act ([31 U.S.C. 1341](#)) violation. Such provisions include, for example, automatic renewal of the agreement, penalty payments by COIL, indemnification by COIL, and payment by COIL of taxes or surcharges not specifically included in the price for the license.

Liability. The liability of COIL and its obligations resulting from any breach of this agreement, or any claim arising from this agreement, shall be determined exclusively under [28 U.S.C. 1346](#), [28 U.S.C. 1491](#), or other governing Federal authority.

Representation. The conduct of, and representation of COIL in, any litigation in which COIL is a party, or is interested, are reserved exclusively to the United States Department of Justice as provided for in [28 U.S.C. 516](#).

Governing Law. Any agreement shall be governed for all purposes by and construed in accordance with the Federal laws of the United States of America.

Venue. Venue for any claim under this agreement shall lie exclusively in the Federal courts of the United States, as provided in [28 U.S.C. 1346](#) and [28 U.S.C. 1491](#). Any action commenced in a State court that is against or directed to COIL may be removed by the United States Government to Federal district court in accordance with [28 U.S.C. 1442](#).

Dispute Resolution. COIL does not agree to submit to any form of binding alternative dispute resolution, including, without limitation, arbitration.

Order of Precedence. Notwithstanding any provision of this agreement (including any addendum, schedule, appendix, exhibit, or other attachment to or order issued under this agreement), in the event of any conflict between the provisions of this agreement and the provisions of the clauses incorporated into this agreement pursuant to [36 CFR 701.7](#), the provisions of the clauses incorporated pursuant to [36 CFR 701.7](#) shall control.

Commercial Computer Software. As used in this clause, “commercial computer software” has the meaning provided in 48 CFR 2.101. The provisions of the clause regarding the license of commercial computer software set forth in 48 CFR 52.227-19 are incorporated into this agreement with the same force and effect as if set forth herein, with all necessary changes deemed to have been made, such as replacing references to the Government with references to COIL.

Exhibits

- (a) Contract Data Requirements List – CDRL 1-10

Payment Schedule

The following payment schedule is agreed to by the parties in accordance with delivery requirements outlined in Clause 52.212-5.

Payment and Delivery Schedule		
Anticipated Award Date		October 1, 2022
CLIN	Date	Contract Value
CLIN 0001 - Phase 1	TBD	TBD
CLIN 0001 - Phase 2	TBD	TBD
CLIN 0001 - Phase 3	TBD	TBD
CLIN 0001 - Phase 4	TBD	TBD
CLIN 0001 - Phase 5	TBD	TBD
CLIN 0001 - Phase 6	TBD	TBD
CLIN 0001 - Phase 7	Mar 31, 2022	TBD
CLIN 0002	Monthly*	TBD
CLIN 0003	Monthly*	TBD
CLIN 0004	Monthly*	TBD

*upon exercise of option
 TBD = To be Determined based on proposed and accepted contractor competitive proposal,
 Government requires CLIN 0001 delivery 6 months after contract award

Statement of Work

Scope and Objective

1. This contract is established to provide professional and technical services in support of design, development and content management for the OpenWorld.gov website (to be renamed to COIL.gov) in Drupal Version 9 using the contractor’s infrastructure for development and testing. COIL shall provide a copy of the existing website for use in this upgrade. This support will provide, but is not limited to design, development and test of an operational public facing website using Drupal 8/9,

upgraded from the existing Version 7. Website content will also be added as well as upgraded. The intended goal is to design and develop a low maintenance, high function website. The contractor shall also provide services to support website content management, software and security updates and maintenance support. Hosting of the website is NOT included in this acquisition. The COIL goal to support this effort is 8 months or less from time of award to Phase 7 – Asset Delivery.

2. Award information:

- a. Work will be performed at the contractor's facility, meetings with COIL can be virtual (using Zoom) or in person at the COIL office if required by COIL.
- b. Period of Performance: the period of performance is outlined in Section F.
- c. Delivery schedule: the delivery schedule for each CLIN is outlined in Section F.
- d. Contract Type: Fixed Priced for all CLINs

3. Information Regarding Current Website

- a. Current System Characteristics:
 - i. Up to 5 GB storage capacity
 - ii. Using Akamai as Content Delivery Network (CDN)
 - iii. The OpenWorld.gov website is a Drupal website. It currently sits on a Linux server.

4. Website Performance Characteristics and Requirements for Upgraded Website

- a. Well Planned Information Architecture
- b. Fast Load Times
- c. Browser Consistency
- d. Effective Navigation
- e. Mobile Compatibility
- f. Accessible to all Users
- g. Good Error Handling
- h. Valid Mark-up and Clean Code
- i. Contrasting Color Scheme
- j. Usable forms
- k. 3rd party tools shall not be used to support this upgrade
- l. Upgraded website shall be confirmed to pass WebInspect and NESSUS scans
- m. The Drupal 9 module used shall be covered under the Drupal.org security advisory policy

5. General Requirements and Conditions

The Contractor shall provide all necessary hardware and software to provide for proper operation of website in Drupal 8/9. Management rights to the site and its content, in whatever stage of completion shall be the sole property of COIL. Upon migration of the new website to the host server performance characteristics and requirements identified within this SOW shall be achieved on Day 1.

6. Website Target Audience

- a. Congress and other Washington, DC Policymakers
- b. Participating Countries/Individuals/Program Candidates
- c. Host Community Organizations
- d. Academic Community
- e. General Public
- f. Media

7. Website Design, Development, Delivery/Launch and Maintenance/Content Management Phases

7.1 Website Build Phases

- Phase 1. Planning and Strategy
- Phase 2. Information Architecture
- Phase 3. Visual Design
- Phase 4. Technical Build and Implementation
- Phase 5. Quality Assurance Testing and Deployment
- Phase 6. Training and Troubleshooting
- Phase 7. Asset Delivery
- Phase 8. Ongoing Maintenance and Content Management Support

7.1.1 Phase 1: Planning and Strategy

The success of the design effort for the updated website will rely on the contractor's understanding of the site's key messages, target audiences, and overall objectives. The contractor will work with COIL staff to understand the organization's mission and vision for the site, as well as to define the scope and requirements for the project's phases, by:

- 7.1.1.1. Interviewing key stakeholders of COIL.
- 7.1.1.2. Reviewing internal and external marketing and program materials and the existing website and its metrics.
- 7.1.1.3. Analyzing and providing a written report of the information gathered.
- 7.1.1.4. The initial project plan developed with the proposal shall be updated to finalize all identified data elements defined through this process which will be posted on the website. The finalized project plan must include a structure that will incorporate these elements-but not only these elements-in an organized fashion: eligibility requirement to participate, FAQs, photos of staff in an area, alumni information, press releases, and newsletter with the ability to sign up to receive newsletter automatically.

7.1.2 Phase 2: Information Architecture

The designed site must focus on serving the needs of its audiences, while highlighting the depth and breadth of available content. The contractor must identify and include in the project plan the following areas:

- 7.1.2.1. User-centered design (UCD) approach that grounds the process in information about the people who use the site; focus on users throughout the planning, design, and development of the website.
- 7.1.2.2. Site navigation should reflect areas of most relevance and interest while being logical and intuitive to visitors.
- 7.1.2.3. Mobile version of site (integral part of design/architecture from the start, not an "afterthought").
- 7.1.2.4. Organization of information architecture, which may include new or consolidated pages from the current website.
- 7.1.2.5. Consistent page layout, navigation, etc.
- 7.1.2.6. Comprehensive site map (diagram).
- 7.1.2.7. Optimized for search following search engine optimization (SEO) best practices.

7.1.3 Phase 3: Visual Design

The revised site must incorporate a contemporary look and feel. It will incorporate an attractive and clean look that evokes a positive emotional response from the target audience. The contractor must create an engaging design that incorporates prominent COIL branding and visuals. The design must be flexible to allow for growth. Design elements to be approved by COIL must include:

7.1.3.1. Creative Brief: Before any design templates are created and code is developed, Contractor must provide a list of the modules to be incorporated and present a creative brief with wire frames, based on information learned in the research phase, that presents the new creative direction for the site. The site must also be compliant with security audit by the hosting center before going live.

7.1.3.2. Home Page Designs: Contractor will submit up to three preliminary home page design options, with at least two rounds of revisions included.

7.1.3.3. Interior Page designs: Contractor will submit up to three interior page templates for the new site, with at least two rounds of revisions included for each page.

7.1.3.4. Style and Branding Guides: Contractor must develop a comprehensive style guide that includes website graphic design and style.

7.1.4 Phase 4: Technical Build and Implementation

The selected Contractor will be responsible for developing a fully functioning website, including front-end development, back-end development, and specified additional site features.

7.1.4.1. Front-End Development

Design pages to optimize the use of white space and provide a clean user interface; visitors should be able to easily read, navigate and scan information efficiently and effectively.

- a. Visitors must be encouraged to click further upon entering the site.
- b. Viewable on the most popular platforms and devices (e.g. iPhone, iPad, tablets, iOS, Android, Windows, etc.); website should be scalable and adhere the guidelines of responsive web design.
- c. Designed for minimum screen resolution 1024x768 (graceful degradation).
- d. Universal browser friendly fonts.
- e. Responsive to browser font size changes.
- f. Logical content taxonomy.
- g. Web page templates optimized for minimum download time.
- h. Social media integration, beyond icons on the home page.
- i. Effectively highlight multimedia content, including photos and videos.
- j. Compliant with World Wide Web Consortium (W3C) guidelines and best practices for Search Engine Optimization (SEO).

7.1.4.2 Back-End Development

Open-source Content Management System that allows designated users to have full control of the design and content strongly preferred. A stage site for review and workflow process for content approval is required.

- a. Flexible home page and secondary page templates.
- b. Source and WYSIWYG editing and version control - archiving with rollback.
- c. File uploads to shared server space for PDFs, Excel, Word, etc.
- d. File manager should support PDF, Excel Word etc.
- e. SEO friendly URLs - simple, easy-to-guess, semantically meaningful and customizable.

- f. Must have the ability to integrate feeds from third-party content providers such as blogs, Facebook, Twitter, etc., along with an easy way for content contributors and site administrators to manage these feeds.
- g. Page metadata tags for SEO – customizable for key word optimization.
- h. Alt and title attributes.
- i. Ability to update site remotely.
- j. Simple image uploading, image captioning, image alt text.
- k. Direct uploading and downloading of documents.
- l. Ability to easily group information together and create a logical information taxonomy (tags, categories, etc.) based on country, state, issue, organization expert, etc.
- m. Tracking of website metrics with Google Analytics.

7.1.4.3 Site Features/Functions

- a. Multimedia ability to: video content can be embedded from YouTube and other sources of social media/ photo content can be embedded from Flickr and other sources of social media.
- b. Search function (off-the-shelf) for data contained in within the website.
- c. All pages easily bookmarked.
- d. Maps – interactive maps International and USA locations. Information regarding program will be accessible by hover over locations on maps. Commendable example of existing website maps the <https://freedomhouse.org/explore-the-map> or eca.state.gov.
- e. Events calendar – sample of look only – judiciary.house.gov events calendar.
- f. Sign up area for newsletter using Constant Contact.
- g. Easy document download (PDFs, PowerPoint, Word, Excel, etc.).
- h. Built for WCAG 2.1 compliance (accessibility).
- i. Wide browser compatibility.
- j. “Issue of the month” or feature focus with flexibility for location on site.
- k. Automatic website backup
- l. Ability to upload Thematic Video Content
- m. Newsletter posted on page with a subscribe here button and form to for subscriptions
- n. Add YouTube to the social media buttons
- o. Develop functional mobile devise layout
- p. Include an alumni tab. This page could connect with alumni platforms, contain photographs, alumni highlights, etc.

7.1.4.4 COIL Resource Center Webpage

- a. The COIL Resource Center requires a dedicated webpage to hold its multi-lingual collections of downloadable, open source materials. The COIL Resource Center will serve as a clearinghouse of information useful to program alumni, educators, English Clubs, NGOs, and other entities interested in accessing unbiased and accurate information about the United States’ government and key issues pertaining to governance.
- b. The Resource Center holdings will include a collection of articles, fact sheets, videos, and audio recordings.
- c. The Resource Center webpage should include a Google search bar, and the ability to display both Ukrainian and Russian alphabets/fonts. Users should be able to enter either a

Russian language webpage or a Ukrainian language webpage to search for their topics of interest. The original English language source material will be displayed alongside the translation. The webpage should also be able to include other languages at a later date depending on the future development of the Resource Center. The Resource Center will not contain any Personal Identifiable Information about COIL program participants.

d. The vendor will be responsible for uploading new content as it is generated.

Resource Center Webpage Content

Introduction

Directions

Attributions/Footnotes

Search engine in English, Russian and Ukrainian

Russian language portal

Ukrainian language portal

Approximately twenty (20) major thematic topics covered in each language

Some documents will be 100% on COIL.GOV's website, others will be accessed by hotlink to the original websites (mostly .gov's)

7.1.4.5 The following sections with associated data will be migrated from www.openworld.gov to www.coil.gov. Some data may be upgraded prior to inclusion into the new website based on the tasks performed in paragraph 7.1.1 through 7.1.3.

- a. Home page photos with quotes
- b. Legal tab
- c. Contact information next paragraph potential solicitation
- d. Board of trustees
- e. Hosting page
- f. Budget information
- g. Annual reports
- h. Legislation
- i. Testimony
- j. Grants

7.1.5 Phase 5: Quality Assurance Testing and Deployment

7.1.5.1 Testing

Contractor shall test the site to ensure that performance is maintained under a load of 50-100 simultaneous users. Testing and or authorization to continue will be accomplished after each website phase listed in this SOW. Once the fully-functioning site has been developed, the contractor must conduct website testing based on industry best practices prior to deployment of the site. The site must be QA tested in the most popular web browsers and must be duly approved by COIL.

7.1.5.2 Site Launch

The Contractor will be responsible for executing the site launch upon the approval of COIL. The launch will be coordinated with COIL website hosting support group.

7.1.6 Phase 6: Training and Troubleshooting

7.1.6.1 Prior to the site launch, the Contractor will be responsible for training relevant COIL staff on the new CMS and how to maintain and update the site. The Contractor will also be required to conduct ongoing maintenance on the site to trouble-shoot any post-launch issues for up to three months.

7.1.6.2 Training includes the following tasks:

7.1.6.2a Creation of a user guide.

7.1.6.2b In-person, one-day training with staff on the new CMS and how to maintain and update the site, which will follow the user guide.

7.1.7 Phase 7: Asset Delivery

Within 3 months after completion of the approved website build, the Contractor will deliver to COIL:

7.1.7.1a All design files.

7.1.7.1b All data and files (CSS, HTML, PHP, etc) necessary to rebuild the site.

7.1.7.1c Any other technical files related to the new website.

7.1.7.1d Code Repository using GIT (which will be provided to the Government Hosting organization)

7.1.8 Phase 8: Ongoing Website Maintenance and Website Content Management Services

7.1.8.1 Following the completion of the new website, the contractor will also be asked to manage the website basic site maintenance.

7.1.8.2 Following the completion of the new website, the contractor will also be asked to provide services to support website content management. The COIL will provide the Contractor documents, data and information to be posted on the website periodically as stated in this order. The Contractor will use the back-end “stage site” to allow review and final authorization by COIL before uploading new content on website.

7.1.8.3 The contractor will provide Monthly maintenance support accomplishing and reporting to COIL as a minimum the following efforts completed:

- a. Review analytics (Google basic)
- b. Update plugins
- c. Check for broken links
- d. Check website on multiple devices
- e. Check page speed
- f. Test functionality of all forms (if any)
- g. Test search function
- h. Update contact information
- i. Test Loading speed
- j. Fix dead links and errors
- k. Check Search rankings
- l. Test browser compatibility
- m. Analyze your statistics
- n. Check and fix security

Proposal Instructions

FAR 52.212-1 is incorporated by reference and supplemented as provided in the following proposal instructions. FAR 52.212-2 is replaced with the following evaluation factors.

CONTENT OF PROPOSALS

- (a) General. The offerors must submit the proposal in three sections, technical, past performance and price, electronically to the following email address: **OpenWorld@COIL.gov**. Documents sent to this email address should be no more than 10-20 MBs or shall be zipped to be access to the data.
- (1) The technical section, past performance section and price section shall be submitted as separate files. Technical, past performance and price must be submitted as separate PDF files and the price section must **also** be submitted as a Microsoft Excel document. Valid extensions for files using their associated applications follow:

Type of Application/Files	Valid Extensions
Portable Document Files	.pdf
Microsoft Word documents	.docx
Microsoft Excel documents	.xlsx

- (2) The proposal must be submitted in English and pricing must be in U.S. currency. The technical section must not contain any price or cost information except as indicated below.
- (3) Any data previously submitted in response to another solicitation will be assumed unavailable to the government; and this data must not be incorporated into the technical section by reference.
- (4) Clarity and completeness of the proposal are of the utmost importance. The proposal must be written in a practical, clear and concise manner. Proposal sections must be internally consistent or the proposal will be considered unrealistic and may be considered unacceptable.
- (5) Proposals must be legible, double spaced (personnel resumes can be single spaced), typewritten, in a font size not smaller than 10. If the technical proposal were printed on paper not larger than eight and a half by eleven inches the technical proposal should not exceed the page limits established herein of **30** pages (resumes are not included in this page limit). Text in excess of the stated limit will not be evaluated. Pages must be numbered consecutively.
- (6) All proposal sections must be clearly marked with the solicitation number. Separate proposal packages containing components of the proposal, such as separate proposals submitted by potential subcontracts, will not be accepted. Cost or pricing data, or other information which may be considered proprietary to subcontractors, shall be submitted with the prime contractor's proposal, password protected, with the password submitted by separate email (clearly identified) within the stated submittal date and time. Each volume must have a Table of Contents. Proposals submitted in response to this solicitation must contain the information as outlined below.

- (b) Technical Capability Proposal Section

- (1) The technical section shall address the intended project plan which will be used in the design and development of the website. The project plan must address each phase of the website build identified in the SOW and how each phase will be accomplished. Also the proposal shall address how each website performance characteristic shall be accomplished as well as potential ways to appeal to website target audiences. Any product (software, hardware etc) purchased for incorporation or use for website operation shall be identified; specifying the product name, version and purpose of use with this system. Also a delivery schedule detailing the completion of each CLIN and website Phase listed in the statement of work shall be included in the proposal. This delivery schedule, as negotiated, will be the basis for the performance schedule contained in Section F of the resulting contract. If a license is required for a product the license must be provided with the proposal.
- (2) A well-qualified staff is critical to the success of the website build. The proposal shall document the make-up and qualifications of the proposed staff. A staffing plan and management plan shall also include list of job categories, descriptions and minimum qualifications for all proposed staff.
- (3) Key Personnel shall be identified and their project roles, responsibilities, and authority shall be described. The Offeror shall submit an employee resume, limited to three (3) pages, for each individual to be assigned to perform the work required under this acquisition. Include all relevant training and certifications. Each resume shall be followed by a succinct description of the individual's relevant experience. The Offeror shall specify for each of the individuals identified, the approximate percentage of their total time that they will be available for this effort. Resumes of any subcontractors proposed by the Offeror shall be so identified and shall also be limited to three (3) pages. A consolidated list of hours detailing the proposed hours for each individual by CLIN shall also be provided (in PDF and Microsoft Excel) and shall correspond with the performance schedule(s) for each CLIN. Sample as follows in Figure 1:

Figure 1

Project Plan Hours - ALL CLINS											
	CLIN 0001AA	CLIN 0001AB	CLIN 0001AC	CLIN 0002	CLIN 0003	CLIN 0004	CLIN 0005	CLIN 0006AA	CLIN 0006AB	CLIN 0007AA	CLIN 0007AB
(Name-Labor Category Title)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)
(Name-Labor Category Title)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)
(Name-Labor Category Title)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)
(Name-Labor Category Title)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)
(Name-Labor Category Title)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)

- (4) Past Performance Section – Proposals (including any proposed Subcontractors) shall comply with the instructions, as follows:

Past performance will contain a description of the offeror's contracts (both prime and major subcontracts) received during the past three years, which are in any way similar to the effort required by the solicitation. The description should include, as a minimum, the following information: the offeror's Commercial and Government Entity Code (CAGE) and Unique Entity Identifier (UEI) numbers; contract number; contract type; awarded/estimated contract value; narrative rating assigned by the Government requiring agency (or official from commercial source), Government points of contact (POC) (official commercial source POC); a brief narrative of the work required and similarities with the requirements of this solicitation, level of staffing and duration of the relevant projects that are submitted for evaluation. Include the experience of

all subcontractors, joint venture participants and teaming participants, but list them separately. For experience not acquired as a prime contractor, identify the prime contractor and describe the depth and extent of the work you performed, to include the percentage of the total contract dollar value performed by your employees. Information provided in this section must be verifiable through direct communication with the POCs provided, if not, the reference cannot be used to support evaluation of the proposal. Each individual contract used to explain past performance is limited to 2 pages.

(c) Price Section

(Please note all samples are provided for format, use of company labor descriptions and rates shall be identified in responses to this request for proposal.)

(1) Price information shall be provided in the following detail using MS Excel spreadsheet and in PDF format:

(a) The number of hours (by CLIN and Phase) proposed from each labor category/individual by week, the number of weeks for the proposed hours, total number of hours proposed for this project, the labor category rate, the total number of hours the individual works each week, percentage of the individual's total time he/she will working on this project and projected weeks the work will be performed. Figure 2 demonstrates information to be provided for each proposed labor category and individual proposed.

Figure 2

Price Information Solicitation -												
Performance Period - Development - # of Months												
CLINs 0001 - 0005												
Labor category	Hours	# of Wks	Total Hrs	Rate	Total	Hrs per Wk	% of Time	Per wk	Weeks Performed			
Program Manager	8	2	16	\$100.00	\$1,600.00	40	0.2	8	First week	Phase 1	CLIN 0001	
Program Manager	8	2	16	\$100.00	\$1,600.00	40	0.2	8		Phase 2	CLIN 0001	
Program Manager	6	2	12	\$100.00	\$1,200.00	40	0.15	6		Phase 3	CLIN 0001	
Program Manager	4	6	24	\$100.00	\$2,400.00	40	0.1	4		Phase 4	CLIN 0002	
Program Manager	4	6	24	\$100.00	\$2,400.00	40	0.1	4		Phase 5	CLIN 0003	
Program Manager	4	6	24	\$100.00	\$2,400.00	40	0.1	4		Phase 6	CLIN 0004	
Program Manager	8	2	16	\$100.00	\$1,600.00	40	0.2	8		Phase 7	CLIN 0005	
			132		\$13,200.00							

(b) A summary of all proposed labor by each category with total hours and price shall be provided for each CLIN and for the total project from CLIN 0001 to 0005. CLIN 0006 and 0007 will be summarized individually by CLIN. The outline in Figure 3 shall be used to provide this data.

Figure 3

CLIN 0001					
Program Manager			50		\$5,000.00
Project Manager			100		\$7,500.00
Web Developer I			200		\$13,000.00
Web Developer II			200		\$9,000.00
			550		\$34,500.00

- (2) Any product (software, hardware etc) purchased for incorporation or use for website operation shall be identified; specifying the product name, version, purpose of use with this system, price associated with use and the final product price shall be included into the total price of the appropriate CLIN or CLINs. Upon award a subCLIN will be included in the CLIN structure for product pricing under the contract if needed.

Proposal Evaluation Factors

Best Value Trade-off/Evaluation Factors

The Government will award a contract resulting from this solicitation to the responsible offeror that provides the best value to the government. Evaluation of all proposals submitted by the offerors will be made in accordance with the four (4) factors outlined in this section. Factors 1 through 3 are referred to as the technical factors. Of the technical factors, Technical Capability is the most important factor, followed by the Key Personnel and Past Performance factors, which are equally weighted and each less important than the Technical Capability factor. All technical factors, when combined are approximately equal to the Price factor. The four factors are as follows:

- Factor 1 Technical Capability
- Factor 2 Key Personnel
- Factor 3 Past Performance
- Factor 4 Price

Technical Capability – Factor 1

Technical capability is an assessment of the offerors' proposed technical approach to meet the agency's requirements and deliverables as demonstrated by information contained in the technical proposal. The emphasis in this factor should be represented in the ability of the company to demonstrate successful performance of the requirements identified in the statement of work.

The agency will evaluate offerors on their entire proposed technical capability for the project. The following are the criteria that will be used to evaluate the Offeror's technical approach (both factors are of equal weight):

- a. How well the proposal provides a clear, concise and comprehensive written technical approach (including the project plan) that meets or exceeds all SOW requirements and objectives representing successful accomplishment of all tasks and capabilities outlined in the SOW; and
- b. The Offeror's proposal will be evaluated on its ability to provide a comprehensive management plan, which includes: a staffing plan and level of effort; represents the method outlined for performance,

includes an organizational chart; identifies key personnel positions in the company, and demonstrates the communication arrangements which represent the optimal methods to accomplish the tasks and capabilities in the SOW within a timeframe identified in the proposal which meets COIL goal of 8 months.

Key Personnel – Factor 2

The availability and commitment of Key Personnel is important to the agency, and will be evaluated through information contained in the technical proposal. The agency requires staffing of Key Personnel with relevant experience in the integration of a complex set of requirements necessary for website operation. A strong management team will include available personnel with combined expertise in all aspects of Website Design and Development and Support projects.

Key Personnel will be evaluated on the years of relevant experience and skill sets in website design development and maintenance and support, and shall include (all factors are of equal weight):

- a. Years of relevant experience and skill set in relevant fields;
- b. Ability of the individual support immediately after award and to remain on the program through the performance of the contract; and,
- c. Identified Key personnel duties and responsibilities commensurate/compatible with proposed management plan.

Past Performance – Factor 3

Each proposal will be evaluated on past performance efforts achieved through contracts or subcontracts currently ongoing or completed within the last three (3) years for the same or similar products or services. The agency reserves the right to contact references to verify information provided. In conducting the past performance assessment, the agency may use data obtained from other sources as well as the data provided in the offeror's proposal. Evaluation of past performance will be based on consideration of all relevant facts and circumstances.

The agency will focus on information that demonstrates quality of performance relative to size and complexity of the procurement under consideration. The proposal will be evaluated based on relevance, currency, the evidence of providing quality products and services and the demonstrated ability, through the performance of the prior contracts, to meet all technical, administrative, scheduling and logistical responsibilities and meeting proposed contract cost/price.

Price – Factor 4

COIL will add the total FFP CLINs, including options, to establish a total evaluated price. The price proposal will be assessed for reasonableness, using the proposed prices of acceptable, responsible offerors. COIL may assess the reasonableness of pricing elements, such as proposed labor rates for each of the phases and deliverables identified in the solicitation.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise 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.

52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services. (May 2022)

The *Offeror shall* complete only paragraph (b) of this provision if the *Offeror* has completed the annual representations and certification electronically in the *System for Award Management (SAM)* accessed through <https://www.sam.gov>.

If the *Offeror* has not completed the annual representations and certifications electronically, the *Offeror shall* complete only paragraphs (c) through (v) of this provision.

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

"Covered telecommunications equipment or services" has the meaning provided in the clause [52.204-25](#), Prohibition on *Contracting* for Certain Telecommunications and Video Surveillance Services or Equipment.

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

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sensitive technology—

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

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

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

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

Service-disabled veteran-owned small business concern—

(1) Means a *small business concern*—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service connected, as defined in [38 U.S.C. 101\(16\)](#).

Small business concern—

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

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another *subsidiary* of a parent corporation

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

Veteran-owned small business concern means a *small business concern*—

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) *Small business concern.* The offeror represents as part of its offer that 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 CFR124.1002.

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) 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 to the Equal Opportunity clause of this *solicitation*; and

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions (31 <http://uscode.house.gov/>*

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

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

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

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

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

(2) Foreign *End Products*:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian *end product*," "domestic *end product*," "*end product*," "foreign *end product*," "Free Trade Agreement country," "Free Trade Agreement country *end product*," "Israeli *end product*," and "*United States*" are defined in the clause of this *solicitation* entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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

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

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

Other Foreign *End Products*:

Line Item No. Country of Origin

[List as necessary]

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

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

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

Canadian *End Products*:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli *End Products*:

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 [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

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

Line Item No.	Country of Origin

[List as necessary]

(iii) The Government will evaluate *offers* in accordance with the policies and procedures of FAR [part 25](#). For *line items* covered by the WTO GPA, the Government will evaluate *offers* of U.S.-made or designated country *end products* without regard to the restrictions of the Buy American statute. The Government will consider for award only *offers* of

U.S.-made or designated country *end products* unless the *Contracting Officer* determines that there are no *offers* for such *products* or that the *offers* for such *products* are insufficient to fulfill the requirements of the *solicitation*.

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

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

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

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

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

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

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

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

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to

request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. *Should* the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) Outside the *United States*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR1.6049-4;
- Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

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

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

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

(2) The *Offeror* represents that—

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

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

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

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

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

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

Predecessor legal name:_____.

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

(s) [Reserved].

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

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

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

(i) The *Offeror* (itself or through its *immediate owner* or *highest-level owner*) does, does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

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

to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

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

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

(2) The *Offeror* represents that—

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

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

(End of Provision)