AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		3

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
P00004	06/10/2021 12:11:25 PM		

6. ISSUED BY CODE 47QFDA

301 7th Street SW
Washington, District of Columbia 20407-0001 United States
Robert E Orgain
(202) 340-5114
robert.orgain@gsa.gov

7. ADMINISTERED BY *(If other than Item 6)* CODE

301 7th Street SW
Washington, District of Columbia 20407-0001 United States
Raymond J Meraz
(202) 716-7473
raymond.meraz@gsa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*

EQUIFAX INFORMATION SERVICES LLC
1550 PEACHTREE ST NE
ATLANTA, Georgia 30309-2402 United States
(410) 342-6765

CODE | FACILITY CODE

(X)	
☐	9A. AMENDMENT OF SOLICITATION NUMBER
	9B. DATED *(SEE ITEM 11)*
☐	10A. MODIFICATION OF CONTRACT/ORDER NUMBER 47QFDA18A0013
	10B. DATED *(SEE ITEM 13)* 06/14/2018

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to he hour and date specified in the solicitation or as amended, by one of the following me hods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

(b) (5) Total Amount of Mod: $0.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☒	D. OTHER *(Specify type of modification and authority)* FAR 52.217-9 (Option to extend the term of the contract)

E. IMPORTANT: Contractor ☐ is not ☒ s required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible)*

See Continuation Page

Except as provided herein, all terms and conditions of he document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
(b) (6)		Raymond J Meraz	
15B. CONTRACTOR/OFFEROR (b) (6) *(Signature of person authorized to sign)*	15C. DATE SIGNED 06/10/2021 09:25:50 AM EDT	16B. UNITED STATES OF AMERICA Raymond J Meraz *(Signature of Contracting Officer)*	16C. DATE SIGNED 06/10/2021 12:11:25 PM EDT

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QTY. (C)	UNIT (D)	UNIT PRICE (E)	NEW AMOUNT (G)	PRIOR AMOUNT (H)	INCREASE / DECREASE (I)	REQ. (J)
001	Identity Proofing Services Base Period	1	Each	(b) (4)	(b) (4)	[redacted]	[redacted]	Base
002	Identity Proofing Services 1st Option Period	1	Each	(b) (4)	(b) (4)	[redacted]	[redacted]	Base
003	Identity Proofing Services 2nd Option Period	1	Each	(b) (4)	(b) (4)	[redacted]	[redacted]	Base
004	Identity Proofing Services 3rd Option Period	1	Each	(b) (4)	(b) (4)	[redacted]	[redacted]	Base
005	Identity Proofing Services 4th Option Period	1	Each	(b) (4)	(b) (4)	[redacted]	[redacted]	Optional
				TOTALS	**$0.00**	**$0.00**	**$0.00**	

DESCRIPTION

This BPA is hereby modified as follows:

1. Exercise Option Period 3

2. Extend the period of performance from 06/14/2018- 06/13/2022.

All other terms and conditions remain unchanged and in full force and effect

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 1 PAGE(S)
2.AMENDMENT/MODIFICATION NO. ID11180071 / P00001	3.EFFECTIVE DATE 06/14/2019	4.REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)

6. ISSUED BY	7. ADMINISTERED BY (If other than Item 6)
Francine L Hemphill 301 7TH ST SW WASHINGTON, DC 20024-0001 United States (202) 257-4064	Francine L Hemphill (202) 257-4064

8.NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.
(b) (6) [redacted] EQUIFAX INFORMATION SERVICES LLC 1550 PEACHTREE ST NE Atlanta, GA 30309-2468 United States (b) (6) [redacted]		9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 47QFDA18A0013 / TYPE OF MODIFICATION: E. Amount + Admin Change
CODE	FACILITY CODE	10B. DATED (SEE ITEM 11) 06/14/2018 12:00 AM

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
○ is extended ○ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12.ACCOUNTING AND APPROPRIATION DATA (If required)
(b) (5) [redacted]
CITATION CODE(S) #
(b) (4) [redacted]

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐ THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☑ **OTHER (Specify type of modification and authority)**
52.217-9 -Option to Extend the Term of the Contract

E. IMPORTANT: Contractor IS required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract matter where feasible.)

ORDER MOD DATED:06/07/2019	Proposal Dated:06/07/2019	Order ID: ID11180071
PERFORMANCE PERIOD FROM: 06/15/2018	PERFORMANCE PERIOD TO: 06/13/2020	Desired Delivery Date:

ITEM NO	TASK ITEM DESCRIPTION	PREVIOUS MOD AMOUNT	MOD CHANGE AMOUNT	NEW MOD AMOUNT
001	Identity Proofing Services Base Period	(b) (4) [redacted]		
002	Identity Proofing Services 1st Option Period			

The purpose of this modification (1) is to:

1. Exercise Option Period I
2. The period of performance for Option Period I is 06/14/2019- 06/13/2020

All other terms and conditions remain unchanged and in full force and effect.

***Attention Contractors: The invoice submission functionality within the system is changing to converge and normalize invoice submission across ASSIST. The invoice submission process detailed at the following link supersedes any instructions for interfacing with the system(s) currently in the contract. These revised instructions do not change the frequency, content, supporting documentation requirements, or any other terms and conditions for invoice submission: Invoice Submission Instructions

Upon deployment of the Central Invoice Service, the contractor shall submit invoices electronically by logging into the ASSIST portal (https://portal.fas.gsa.gov), navigating to the appropriate order, and creating the invoice for that order. Upon deployment of the Central Invoice Service, the contractor shall NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).

For additional assistance contact the ASSIST Helpdesk at 877-472-4877. ***

FOR INQUIRIES REGARDING PAYMENT CONTACT:
GSA Finance Customer Support 816-926-7287

	PRIOR AMOUNT	NEW AMOUNT	INCREASE/DECREASE
Cost To GSA:	**$0.01**	**$0.01**	**$0.00**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER(Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
(b) (6) [redacted]		Francine L Hemphill (202) 257-4064	
15B. CONTRACTOR/OFFEROR (b) (6) [redacted] (Signature of person authorized to sign)	15C. DATE SIGNED 06/12/2019	16B. UNITED STATES OF AMERICA Francine L Hemphill (Signature of person authorized to sign)	16C. DATE SIGNED 06/12/2019
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

ORDER FOR SUPPLIES AND SERVICES	IMPORTANT: See instructions in GSAR 553.370-300-1 for distribution	PAGE 1 OF 1 PAGE(S)

1 DATE OF ORDER	2 ORDER NUMBER	3 CONTRACT NUMBER	4 ACT NUMBER
06/14/2018		47QFDA18A0013	

FOR GOVERNMENT USE ONLY

5. ACCOUNTING CLASSIFICATION				6. FINANCE DIVISION		
FUND (b) (5)	ORG CODE (b) (5)	B/A CODE (b) (5)	O/C CODE (b)	AC	SS	VENDOR NAME
FUNC CODE (b) (5)	C/E CODE (b) (5)	PROJ /PROS NO	CC-A	MDL	FI	G/L DEBT
W/ITEM	CC-B	PRT /CRFT		AI	LC	DISCOUNT

7 TO: CONTRACTOR *(Name, address and zip code)*
(b) (6)
EQUIFAX INFORMATION SERVICES LLC
1550 PEACHTREE ST NE
Atlanta, GA 30309-2468
United States
(b) (6)

8 TYPE OF ORDER
A PURCHASE

REFERENCE YOUR

Please furnish the following on the terms specified on both sides of the order and the attached sheets, if any, including delivery as indicated

This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above numbered contract

C MODIFICATION NO
000
TYPE OF MODIFICATION:

AUTHORITY FOR ISSUING

9A EMPLOYER'S IDENTIFICATION NUMBER
(b) (4)

9B CHECK, IF APPROP WITHHOLD 20%

Except as provided herein, all terms and conditions of the original order, as heretofore modified, remain unchanged

10A CLASSIFICATION
LJ Limited Liability Company

10B TYPE OF BUSINESS ORGANIZATION
C Corporation

11 ISSUING OFFICE *(Address, zip code, and telephone no.)*
GSA Region 11
Alberto Munoz
301 7th Street
Washington, DC 20407-0000
United States
202-734-4226

12 REMITTANCE ADDRESS *(MANDATORY)*
EQUIFAX INFORMATION SERVICES LLC
1550 Peachtree Street, N W
Atlanta, GA 30309-2468
United States

13 SHIP TO*(Consignee address, zip code and telephone no.)*
Omid M Ghaffari-Tabrizi
1800 F Street NW
Washington, DC 20006-0000
United States
202-710-7180

14 PLACE OF INSPECTION AND ACCEPTANCE
Omid M Ghaffari-Tabrizi
1800 F Street NW
Washington, DC 20006-0000
United States

15 REQUISITION OFFICE *(Name, symbol and telephone no.)*
Alberto Munoz
GSA Region 11
301 7th Street
Washington, DC 20407-0000
United States
202-734-4226

16 F O B POINT	17 GOVERNMENT B/L NO	18 DELIVERY F O B POINT ON OR BEFORE	19 PAYMENT/DISCOUNT TERMS
Destination		06/14/2019	NET 30 DAYS / 0 00 % 0 DAYS / 0 00 % 0 DAYS

20. SCHEDULE

ITEM NO (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE	AMOUNT
001	Identity Proofing Services Base Period	1	lot	(b) (4)	

21 RECEIVING OFFICE *(Name, symbol and telephone no.)*
Centers of Excellence, 703-785-2867

TOTAL From 300-A(s)

22 SHIPPING POINT
Specified in QUOTE

23 GROSS SHIP WT

GRAND TOTAL **$0.01**

24 MAIL INVOICE TO: *(Include zip code)*

General Services Administration (FUND)
The contractor shall follow the invoice instructions identified within the award documentation

25A FOR INQUIRIES REGARDING PAYMENT CONTACT:
GSA Finance Customer Support

25B TELEPHONE NO
816-926-7287

26A NAME OF CONTRACTING/ORDERING OFFICER*(Type)*
Alberto Munoz

26B TELEPHONE NO
202-734-4226

26C SIGNATURE
Alberto Munoz 06/14/2018

GENERAL SERVICES ADMINISTRATION | **1. PAYING OFFICE** | **GSA** FORM **300** (REV 2-93)

EQUIFAX®

Equifax Information Services LLC
1550 Peachtree Street, NW
Atlanta, GA 30309
404-885-8000
www.equifax.com

TIN: (b) (4)
DUNS: (b) (4)
CAGE:
Business Size: Large

General Services Administration
National Capital Region and
Technology Transformation Services

Identity Proofing Blanket Purchase Agreements for Login.gov

RFQ # TTS_PROOFING_POOL_1_2

PRICE QUOTE

POOL 1

Point of Contact:
(b) (6)

Authorized Representative
(b) (6)

February 23, 2018

Proprietary Notice and Disclaimer

The information provided in this response to the Request for Quote and all accompanying materials contain confidential and proprietary information of Equifax Inc. and its affiliates (collectively, “Equifax”) and are intended to be viewed only by employees with a need to know in order to evaluate the information provided to General Services Administration (GSA) Technology Transformation Services (TTS). Unauthorized use or disclosure is prohibited. No information contained herein may be reproduced or communicated to any third party without the express written consent of Equifax, or shall any of the information, ideas, concepts, or other intellectual property provided herein be used, modified, or shared in any way, regardless of any statements to the contrary contained in the Request for Quote. Equifax will not be liable for any claims, third party or otherwise, related to the information provided herein.

Although provided in good faith, this proposal is intended to be a framework for discussion and is nonbinding. The terms of any final agreement must be reviewed and approved by the parties prior to execution. No party shall be legally bound unless and until the parties execute a definitive written agreement. All information contained in our response will remain effective for 90 days from February 23, 2018.

Contents

(b) (4)

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[redacted]

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(b) (4)

(b) (4)

[redacted]

(b) (4)

[redacted]

Contact Us

Primary Contact

(b) (6)

Equifax Information Services LLC

1550 Peachtree Street, NW
Atlanta, GA 30309
404-885-8000

www.equifax.com

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General Services Administration
Federal Acquisition Service
National Capital Region and
Technology Transformation Services
1800 F St NW | Washington, DC | 20006

login.gov Identity Proofing

Statement of Work

1.0 Introduction

This document represents a Statement of Work (SOW) to acquire products or services for the General Services Administration (GSA), Technology Transformation Service (TTS) login.gov Program. login.gov is a growing platform and needs a variety of proofing methods and data sources in order to move towards the goal of universal coverage for the U.S population. As login.gov grows, there is the need to have the mix of methods/data sources that can most effectively proof login.gov's partner agencies populations. The intent with a multi-award BPA is to provide a broad base of contractors who the government can work with to have the highest proofing rate for an agency population. Each order may help support different population subsets including traditionally underserved populations and the data from those order will inform our planned proofing rate vs actual and allow for iterating. Note under-served in this context is being defined as "The underserved are a geographically, economically, and demographically diverse group of people who, by choice or circumstance, operate partially or completely outside the traditional banking system."

For this purpose, GSA is looking for vendors that can provide at least one or more of the following services.

2.0 Blanket Purchase Agreements

2.1 Description of agreement

This is a multiple-award BPA. The vendor(s) shall furnish supplies or services, described in the Statement of Work, if and when requested by the contracting officer (or the authorized representative of the contracting officer) during the ordering period.

The ordering period for these BPAs will be 12 months from the date of award, with up to 4 option periods of up to 12 months each.

2.2 Extent of obligation

No funding is obligated with the award of the BPA(s). The Government is obligated only to the extent of authorized purchases actually made under the BPA.

2.3 Purchase limitation

There is no dollar limitation to the amount of orders placed under these BPAs.

2.4 Individuals authorized to purchase under the BPA

Only a GSA FAS Contracting Officer or other authorized individual may place orders under these BPAs.

2.5 Order Rotation

Login.gov is offered as a shared service to other Government agencies, and often comes across varying business needs unique to those customers requiring population coverage expansion, or innovative methods to support proofing for those population subsets. Upon response evaluation and award of this BPA, login.gov plans to integrate applicable vendor services as required by the program, and to test and conduct a time or volume limited pilot to gauge technical capability, quality, reliability, performance and overall effectiveness of the offered service in meeting the program objectives and specific customer agency needs. Once this post award evaluation has taken place and overall capability and fit for the offered vendor services has been determined, GSA plans to issue task orders and rotate vendor services based on following factors:

- Business needs for login.gov's existing and potential customers
- Population coverage for the subsets the Government needs to identity proof
- Planned proofing rate versus actual proofing rate
- Compliance with GSA security standards and requirements
- Any vendor performance issues impacting login.gov's service to its customers
- Any realized or potential risk of data breaches
- Financial discounts or tiered pricing providing for the best value to GSA

For maximum efficiency, login.gov may have more than one offering from the same service category alive at the same time in production and distribute load as it sees fit to serve customer agency needs while maintaining the best value to GSA.

3.0 Scope Areas

3.1 Identity Resolution

The goal of identity resolution is to uniquely distinguish an individual within a given population or context. Effective identity resolution uses the smallest set of attributes necessary to resolve to a unique individual. In order to effectively demonstrate proofing Contractors must be able to resolve at least 50% of the U.S population and return validation and values for the attributes at this link https://developers.login.gov/attributes/ except UUID and email address.

CLIN Number	CLIN Description
1	Resolve to a unique individual using domestic U.S data sources
2	Resolve to a unique individual using non-domestic data sources

3.2 Address Verification

Ability to confirm an address in records that must include at a minimum phone number or postal address or email address and tying it to a person's identity for the U.S population. At a minimum be able to identify 10% of the U.S population.

CLIN Number	CLIN Description
3	Confirm email address electronically
4	Confirm phone address electronically
5	Confirm mailing address electronically
6	Confirm other address electronically
7	Confirm email address electronically and deliver one time pin
8	Confirm phone address electronically and deliver one time pin
9	Confirm mailing address electronically and deliver one time pin
10	Confirm other address electronically and deliver one time pin

3.3 Account Verification

Ability to electronically tie a user to an account in a way that supports NIST 800-63-3A Fair evidence for Identity Assurance Level 2 https://pages.nist.gov/800-63-3/sp800-63a.html. Examples of this include but are not limited to utility accounts, financial (depository, non-depository), other recurring activities such as rent payments, monthly deposits or payments, other methods. At a minimum be able to verify 10% of the U.S population.

CLIN Number	CLIN Description
11	Confirm depository financial account
12	Confirm non-depository financial account
13	Confirm non-financial account

3.4 Behavioral Analytics

Ability to apply behavioral analytic techniques including the ability to monitor identities over multiple dimensions such as time, geolocation, pattern of use, attribute changes for indicators of potential fraud and provide that back to login.gov as indicators. Utilizing data points such as these attributes https://developers.login.gov/attributes/, device fingerprints, IP Address etc. Apply these indicators in both first-time registration of new unknown people/entities (such as devices) as well as authentication for previously known people/entities.

CLIN Number	CLIN Description
14	Identify potential fraud during registration of previously unknown individual
15	Identify potential fraud during authentication of previously known individual
16	Identify potential fraud during account management actions of previously known individual

3.5 Government Identity Verification

Validate government issued identity documents such as Driving License, Passports, Birth Certificates, marriage certificates, etc. with issuing and/or authoritative sources to

confirm there is a corresponding matching electronic record or a different method that provides identity assurance as defined in 800-63A (or current version) that the document is genuine. An example is validating the information from a state ID with the state that issued it. At a minimum be able to verify 10% of the U.S population.

CLIN Number	CLIN Description
17	Confirm a corresponding record electronically with the issuing/authoritative source of the identity document meeting the definition of STRONG in NIST 800-63-3A such as a state ID, driver's license, passport, trusted traveler document, etc.
18	Confirm a corresponding record electronically that does not meet the definition of STRONG in NIST 800-63-3A with an issuing/authoritative source such as birth certificate, marriage certificate, death certificate, court order, etc.
19	Confirm the security/cryptographic features of the ID match the expected features electronically
20	Confirm the bearer of the ID matches the identity on the ID itself electronically

3.6 General Requirements

The general requirements in this section apply to all CLINs.

Table of General Requirements
Ability to provide response via Application Programming Interface (API).
Offering is an existing commercial software product not new custom developed for this contract
Provide a monthly status report or access to a real time dashboard with summary level data
Ability to provide a maintenance schedule detailing any infrastructure, software or data updates and upgrades, duration, impact on login.gov, expected downtime etc.
Log points of failure and provide regular reports on that.
Ability to export all reports and transactional logs in .CSV format.

Ability to provide detailed raw log information regarding system events, transactions, in a standard format (such as .CSV, pipe, line delimited) with standardized delivery to be determined mutually with the Government.
Maintain test environments to allow for separation of real test data with the ability for the Government to conduct end-to-end testing that are a mirror of production.

3.6.1 Technical Support

GSA requires ongoing technical support in the event of planned/unplanned system failures and to resolve performance issues. The Contractor must:

- Provide GSA with a technical Help Desk Contact telephone number that can be accessed by GSA personnel in need of technical support.
- Provide production support for issue resolution 24 hours per day, seven (7) days per week, 365 days per year. Contact Person(s) must be capable of resolving issues related to system failures and system under-performance.
- Provide GSA with service interruption procedures and a service recovery plan that reflects service restoration Service Levels.
- Provide support for any confirmed or suspected incident investigations.
- Once login.gov integration goes live, participate in periodic reviews of proofing pass/fail rates and other performance metrics, and tuning exercises in order to improve proofing rates. This will involve the analysis of system configuration, reports, creation of recommendations to improve the results and the underlying identity model, actual changes to the system and the Identity model(s) and supporting structure.
- Provide access to technical support personnel during configuration, validation, and testing of the web service as agreed to in the Implementation Plan.

3.6.2 Service Level Requirements (SLRs) – Production Environment

GSA requires a software solution that is highly available and provides business-class response time. The Contractor must:

- Perform constant monitoring of systems availability and alert GSA (via a method mutually agreed by GSA and Contractor after contract award) in the event of service interruption support within 15 minutes of an identified service interruption:
    - To the extent possible, alerts must include the start time of the outage, effect of the outage (i.e., are all customers affected, or only some

States/Jurisdictions), the suspected cause of the problem (if known), and steps being taken to resolve the outage.
    - Once the outage is resolved, the Contractor must send a closing alert to GSA. This communication must include the end time of the outage, the duration of the outage, the effect of the outage, the number of transactions affected by the outage (if known), the actual cause of the problem and the steps planned to prevent similar outages in the future.
    - Contractor shall measure and report response times for both the individual Jurisdictions and the Contractor's own system on a monthly basis. In the event the SLA is not met the Contractor shall report to the Government where the issue is.
    - Security incidents with potential impact to availability, confidentiality, or integrity must be immediately reported but not more than one (1) hour following detection to the GSA TTS Contracting Officer (CO) or the Contracting Officer's Representative (COR) and the General Services Administration Incident Response Team. Maintain 24x7 monitoring with geographically dispersed disaster recovery capabilities.
- Provide notification of scheduled systems downtime to GSA one (1) month prior to the planned service interruption.
- Comply with the service level requirements defined in this section for availability, system response time, capacity, security, and incident reporting.

Further security requirements are defined in the **Deployment Options: Security** document.

3.6.3 Contract Closeout Plan

The Contractor must also establish and implement plans for an orderly phase out of operations at the termination of this contract that ensures data security and integrity while data is in transit.

Performance Management Metrics

On a monthly basis, the Contractor must meet the performance objectives listed in the table below. Any deliverable(s) or non-performing service(s) that do not meet the Performance Measure and associated Inspection and Acceptance Criteria must be repaired/replace/re- performed by the Contractor.

Performance Requirement	A specific task to be completed or deliverable to be furnished

Performance Standard	Standard represents the performance baseline against which the Contractor will be measured.
Performance Surveillance	The method used to measure the Contractor's performance methodology (source, or data collection method)

Performance Requirement	Performance Standard	Performance Surveillance
Service Availability	Available 99.9% of the total minutes in each calendar month.	100% Inspection of Reports
Unavailability Notification	The Contractor must notify the COR and login.Gov PMO within 15 minutes of any identified service unavailability in order to coordinate consumer help desk messaging and support to consumers.	100% Inspection of Reports
Scheduled Outages	Must not exceed a maximum of four (4) consecutive hours.	100% Inspection of Reports
API Response Time	Fewer than 1000ms 95% of the time during a calendar month at service level and overall service level (under the identity service's control).	100% Inspection of Reports
Delivery of contract deliverables	Clarity, accuracy and contains all data required. Initial	100% Inspection of Reports

	deliverable submission must be 90% error free.	
Recovery Time Objective	Less than or equal to 30 minutes from a triggering incident occurrence.	Post Recovery Analysis
Recovery Point Objective	Less than or equal to 15 minutes from a triggering incident occurrence.	Post Recovery Analysis
Minimum Capacity after a Recovery Event	33% of full operational capacity as specified in scalability requirements.	Post Recovery Analysis
Backup Data Retention Schedule	Daily backups retained for 7 days minimum. Weekly backups retained for one month minimum. Monthly backups retained for one year minimum. Annual backups retained indefinitely.	Inspection of Backups
Maximum Time to Restore	100% of operational capacity after a recovery event. 6 hours after reaching recovery time objective.	Post Recovery Analysis
Maximum Time for Data Restoration from Backup	6 hours after request.	Post Recovery Analysis
Data Recovery Redundancy	Data and systems must be recoverable in a way that can survive broad regional disasters, through a risk based geographic distribution	Assessment of continuity of operations plans, service and storage locations

	of operational and data storage facilities.	
Security Vulnerability Remediation	Standard patching is on a monthly schedule. Emergency patches are deployed for critical or high vulnerabilities known to be exploitable that do not have mitigating controls in place. Security vulnerabilities must be corrected within specified time periods depending on severity: Standard Patching: ● Critical - 30 Day ● High - 30 Days ● Medium - 60 Days ● Low - 90 days Emergency Patching: ● Critical - 1 Day ● High - 1 Days	Post Remediation Analysis
Security Incident Reporting	Security incidents with potential impact to availability, confidentiality, or integrity must be immediately reported but not more than one (1) hour following detection. Incidents are reported to the GSA TTS Contracting Officer (CO) or the Contracting Officer's Representative (COR)	100% Inspection of Report

	and the General Services Administration Incident Response Team.	

- Provide a monthly outage report within fifteen (15) business days after the end of the reporting period, that includes the following information for each incident that occurred:

Title	Description
Date	Date(s) the outage occurred.
Start Time	Time the outage began.
End Time	Time the outage ended.
Total Outage	Total number of hours, minutes and seconds the service was not working.
Description	Explanation of the problem that caused the outage.
Resolution	Steps taken to resolve the outage.
States	Number of States/Jurisdictions impacted by the outage.
Transaction	Number of transactions affected by the outage (when available); for example if the Contractor contractor was able to receive incoming transactions during the outage, but not transmit outgoing transactions, then the outage report should include the number of transactions received but not transmitted.

Incident Management Standards

Problem Severity Guidelines

The vendor will respond to and resolve severity level 1, 2, 3 and 4 events within the timeframes set forth in the table below.

Severity Level	Characteristics	Recovery Time	Response Time
1 Severe business impact	• critical system, network, or key application outage with critical impact on service delivery	2 hours (7/24 hours)	1 hour

	• total loss of production service to entire customer set • impacts one or more service level commitments • revenue or delivery schedule impact • reassignment must be communicated / agreed directly		
2 Major business impact	• key component, application, critical end user machine or network is down, degraded, or unusable. Potential critical impact on service delivery • service performance degradation; service delivery impacted • partial customer set affected	8 hours (7/24 hours)	2 hours
3 Minor business impact	• a component, minor application or procedure is down, degraded, or difficult to use. Some operational impact, but no immediate impact on service delivery • service outage, but alternative workaround available • potential exposure to delivery of service	48 hours	8 hours

	• scattered customers affected		
4 Minimal or no business impact	• component, procedure, not critical to customer is unusable. Alternative is available; deferred maintenance is acceptable • no impact to service • no production affected • individual customer affected	10 days	24 hours

3.6.4 Section 508 Compliance

The Contractor(s) shall provide accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 U.S.C.794d). All electronic and information technology (EIT) procured through this task order must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. The 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended. All deliverables will be Section 508 compliant, and will be reviewed for compliance by the government which reserves the right to reject the deliverable(s) until remediation of deficiencies has been successfully completed by the Contractor. Complete technical descriptions are provided on the following website: http://www.section508.gov.

Where appropriate, the Contractor(s) shall indicate whether each product or service is compliant or noncompliant with the accessibility standards at 36 CFR 1194. Further, the quote must indicate where full details of compliance can be found (e.g., vendor's website or other exact location).

4.0 Quote Submission

4.1 Written Quote Submission Requirements

4.1.1 Cover Page

Your technical quotation and price quotation must include cover pages. The cover page shall be no more than one (1) page. Your cover page is not included as part of your 15-page written technical quote limitation. The following introductory information is required on the first page of each file:

- RFQ number and title
- Pool for which the quote is submitted
- Company name, physical address, website address, telephone number
- TIN number, DUNS number, CAGE number
- Name, telephone number & email address of main point-of-contact
- Name, title and signature of authorized representative
- Date of submission
- Business Size
- Volume Title (e.g., Price or Technical)

4.1.2 Technical Quote

Documents required as part of the technical quote include:

- Written narrative technical quote (see format and page limitation below)
- Experience Narratives
- Proofing Sources Sheet

4.1.2.1 Format and Page Limitations

Quotations shall be formatted for viewing/printing using 8.5 by 11 inch paper size, single sided, and in a common and searchable format, 12-point font, with at least .50" (one-half inch) margins. Information provided in the quotation must be concise, specific, and complete.

4.1.2.1.1 Written Technical Quote (15 pages)

The Technical Quotation (including any attachments) must be provided in a separate file from the price quotation to facilitate an independent evaluation. The written technical quotation must not exceed a total of 15 pages. Experience Narratives,

Proofing Sources Sheet, Organizational Conflict of Interest Statement (if one applies) and an optional table of contents do not count against the 15-page limit. The technical quote should indicate clearly the offeror's ability to comply with at least one option on the attached Deployment Options: Security.

4.1.2.1.2 Experience Narratives (2 pages each)
A total of two (2) Experience Narratives, not to exceed 2 pages each, must also be submitted as an appendix/attachment to the technical quotation. The information provided in each narrative must demonstrate the offeror's experience in performing work of similar scope, size, and complexity as that contemplated by the SOW. Each narrative must also include a verifiable client reference who can be contacted. The Experience Narratives do not count against the 15-page written technical quote limitation.

Offerors that exceed the page limitation as specified herein will be rejected and will not be considered for award.

4.1.3 Price Quote

The price quote volume must include:

- Comprehensive pricing quote
- Completed Sample Task Order response

The offeror shall indicate the price to be charged for each item. The offeror shall submit their pricing in a file separate from their technical quote, outlining their pricing models, volume tiers and service packaging. The contractor shall also identify the discounts offered by the contractor and/or the contractor's teaming partners(s). The price volume must include comprehensive pricing for all services for which the quote is submitted, including tiered pricing for volume. Offerors must also submit a priced response to the attached sample task order for all services for which the offer is submitted. Failure to provide comprehensive pricing and a response to the sample order will result in rejection of the quote.

4.2 Evaluation

4.2.1 Technical Evaluation

The following will be used to evaluate technical quotes:

1. Demonstrated capability to meet all of the required services for Pools 1 and 3 and for at least one or more of the required services for Pools 2 and 4: Identity Resolution, Address Verification, Account Verification, Behavioral Analytics, Government ID Verification. Note that Full Compliance with at least 1 of the 5 service requirements is required to qualify.
2. Demonstrated capability to meet or exceed the General Requirements identified in Section 3.6.
3. Technical Approach demonstrating:
    a. A thorough understanding of Identity Proofing process and the requirements.
    b. Data Quality, Sources & Demographic Coverage including underserved U.S population and global population. All vendors should update the attached "Tech Eval: Proofing Sources" sheet, except those only offering "Behavioral Analytics"
4. Product/Service Roadmap (Past and Future): How do you plan to improve on your service offering in next 12-36 months?
5. Security posture, including:
    a. Indicate ability to meet at least one option from **Deployment Options: Security** document
    b. Demonstrated capability and technical approach for safeguarding consumer data against any potential breaches
    c. Security compliance such as PCI, ISO 27001, ISO 27002, SOC 2/3, SIG, CSA CSQ, etc.
    d. Any prior history, measured impact and response to data breaches within last three years.

4.2.2 Evaluation process

The final award(s) for this requirement will be based on best-value principles, utilizing the trade-off process. Accordingly, award will be made to the responsible and technically acceptable offeror(s) whose quotation conforms to the RFQ and provides the greatest overall value to the Government, price and other factors considered.
The Government is more concerned with obtaining superior technical capabilities than with making awards at the lowest overall price to the Government. However, the Government will not make awards at a significantly higher overall price to achieve slightly superior technical value. Offerors are advised that the technical evaluation factors combined are significantly more important than price.

4.3 Special Instructions

Offerors must clearly indicate which Pool for which their quote is submitted. The pools are as follows:

- **Pool 1 - Unrestricted, full suite of proofing services**
- **Pool 2 - Unrestricted, less than full suite of proofing services**
- **Pool 3 - 100% small business set-aside, full suite of proofing services**
- **Pool 4 - 100% small business set-aside, less than full suite of proofing services**

Vendors may submit quotes for one, many, or all of the Pools for which they qualify, but must submit separate quotes for each Pool. Offers for Pools 1 and 3 must be for the full suite of identity proofing services covered by this RFQ. Offers for Pools 2 and 4 may be for one or many scope areas but may not be for the full suite of identity proofing services. Nonconforming offers will be rejected and will not be considered.

Pool 1 and Pool 3 - Full Suite of Identity Proofing Services
Offerors submitting quotes to Pool 1 (unrestricted) or Pool 3 (100% set-aside for small business concerns) must be capable of providing the full suite of identity proofing services covering all scope areas and must quote, both technical and price, for CLINs covering capabilities in all scope areas. Offerors must be capable of providing at least one CLIN per scope area to be considered for Pool 1 or Pool 3. Offerors who submit quotes for Pool 1 or Pool 3 who do not quote on at least one CLIN for capabilities in all scope areas will be rejected and will not be considered.

Pool 2 and Pool 4 - Less than Full Suite of Identity Proofing Services
Offerors need not possess capabilities in all scope areas in order to be awarded a BPA resulting from this RFQ for Pool 2 (Unrestricted) and Pool 4 (100% small business set-aside). Separate BPAs may be awarded as a result of this RFQ to successful vendors providing capabilities in at least one of the scope areas: Identity Resolution, Address Verification, Account Verification, Behavioral Analytics, Government ID Verification. Vendors submitting quotes for Pool 2 or Pool 4 may submit quotes for capabilities in any one or multiple scope areas, but may not submit quotes to Pool 2 or Pool 4 for all scope areas (full suite). Quotes offering the full suite of identity proofing services (capabilities in all scope areas) submitted for Pool 2 or Pool 4 will be rejected and will not be considered. When submitting their quote, offerors must clearly indicate which scope areas they are quoting on and must provide both technical and price quotes for all capabilities in the scope areas offered. Offerors must be capable of

providing at least one CLIN in at least one scope area to be considered for Pool 2 or Pool 4.

Offerors may submit conforming quotes to more than one Pool for which they qualify.

Please see full Instructions to Offerors in the Provisions section below.

Quotes must be received by the closing date and time specified above or they will not be considered.

All quotes must be submitted in two separate volumes (technical volume and price volume) via email to the contracting officer at alberto.munoz@gsa.gov.

Offerors must indicate the period for which their quote is valid. Quotes must be valid for at least 60 calendar days after quotation response date. Quotes valid for less than 60 days will not be considered for award.

4.3.1 Communications Prior to Award

The offeror shall direct all communications to the Contracting Officer. Communications with other officials may compromise the competitiveness of this acquisition and result in removal of the offeror from award consideration or cancellation of this RFQ.

4.3.2 Potential Organizational Conflicts of Interest Statement

Offerors must provide a signed Organizational Conflict of Interest statement with their quotation submission, if applicable. The statement must describe concisely all relevant facts concerning any past, present, or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed under the potential award of this solicitation and bearing on whether the offeror has a possible organizational or personal conflict of interest with respect to:

- Being able to render impartial, technically sound, and objective assistance or advice, or
- Being given an unfair competitive advantage.

Offerors may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict. No award

shall be made until any potential conflict of interest has been neutralized or mitigated to the satisfaction of the Contracting Officer. Refusal to provide the requested information or the willful misrepresentation of any relevant information by an offeror shall disqualify the offeror from further consideration for an award under this solicitation. If the Contracting Officer determines that a potential conflict can be avoided, effectively mitigated, or otherwise resolved through the inclusion of a special contract clause, the terms of the clause will be subject to negotiation.

4.4 Small Business Size Standard for IT Value Added Resellers

Pool 3 and Pool 4 are 100% set-aside for small business concerns. The Small Business size standard for NAICS code 541519 is $27.5 Million, except for IT Value Added Resellers (ITVAR).

NAICS code 541519 – An Information Technology Value Added Reseller (ITVAR) provides a total solution to information technology acquisitions by providing multi-vendor hardware and software along with significant value added services. Significant value added services consist of, but are not limited to, configuration consulting and design, systems integration, installation of multi-vendor computer equipment, customization of hardware or software, training, product technical support, maintenance, and end user support. For purposes of Government procurement, an information technology procurement classified under this exception and 150-employee size standard must consist of at least 15% and not more than 50% of value added services, as measured by the total contract price. In addition, the offeror must comply with the manufacturing performance requirements, or comply with the non-manufacturer rule by supplying the products of small business concerns, unless SBA has issued a class or contract specific waiver of the non-manufacturer rule. If the contract consists of less than 15% of value added services, then it must be classified under a NAICS manufacturing industry. If the contract consists of more than 50% of value added services, then it must be classified under the NAICS industry that best describes the predominate service of the procurement.

Additional information can be found at https://www.sba.gov/contracting.

5.0 Contract Clauses and Provisions

5.1 Contract Clauses

Clauses Incorporated By Reference (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text may be accessed electronically at the following Internet address: http://www.acquisition.gov/far/.

FAR 52.212-4, Contract Terms and Conditions – Commercial Items (Jan 2017) FAR 52.224-1, Privacy Act Notification (Apr 1984)
FAR 52.224-2, Privacy Act (Apr 1984)

FAR 52.239-1, Privacy or Security Safeguards (Aug 1996)

FAR 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (June 2016)

FAR 52.204-7, System for Award Management (Oct 2016)

FAR 204-16, Commercial and Government Entity Code Reporting (July 2016) FAR 204-18, Commercial and Government Entity Code Maintenance (July 2016) FAR 52.227-14, Rights In Data – General (May 2014)
FAR 52.232-1, Payments (Apr 1984)

FAR 52.232-8, Discounts for Prompt Payment (Feb 2002) FAR 52.232-11, Extras (Apr 1984)

Full text:

FAR 52.212-5 -- Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (Jan 2017)

Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (Jan 2018)

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

__ (5) [Reserved].

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

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

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

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

__ (10) [Reserved].

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

__ (ii) Alternate I (Nov 2011) of 52.219-3.

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

__ (ii) Alternate I (Jan 2011) of 52.219-4.

__ (13) [Reserved]

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

***Note this applies to Pool 3 and Pool 4 only**

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

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

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

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

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

__ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).

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

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

__ (iv) Alternate III (Nov 2016) of 52.219-9.

__ (v) Alternate IV (Nov 2016) of 52.219-9.

__ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

_X_ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

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

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

_X_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

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

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

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

_X_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

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

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

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

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

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

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

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

__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

__ (35)(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.)

__ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

__ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

__ (38)(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.

__ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-14.

__ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

__ (41)(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_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

__ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

__ (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).

__ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

__ (46) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

__ (47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I (May 2014) of 52.225-3.

__ (iii) Alternate II (May 2014) of 52.225-3.

__ (iv) Alternate III (May 2014) of 52.225-3.

__ (48) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301note).

__ (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (50) 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).

__ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

_X_ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

_X_ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

_X_ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(12)).

__ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

[Contracting Officer check as appropriate.]

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

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

__ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206and 41 U.S.C. chapter 67).

__ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

__ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

__ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xii)

52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

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

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

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

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xviii)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xix) 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).

(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

5.2 Provisions

52.212-1: Instructions to Offerors – Commercial Items (JAN 2017)

(a) *North American Industry Classification System (NAICS) code and small business size standard*. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) “Remit to” address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers*. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples*. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers*. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt

of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids*). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (https://assist.dla.mil/online/start/).
(ii) Quick Search (http://quicksearch.dla.mil/).
(iii) ASSISTdocs.com (http://assistdocs.com).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers exceeding $3,500, and offers of $3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through https://www.acquisition.gov.

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

52.212-2: Evaluation – Commercial Items (JAN 2017

EVALUATION—COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

See above section 8.0

Technical and past performance, when combined, are significantly more important than price.

(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.

(End of provision)

52.212-3 Offeror Representations and Certifications—Commercial Items.

As prescribed in 12.301(b)(2), insert the following provision:

OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JAN 2017)

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

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

"Administrative merits determination" means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further

review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

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

"Civil judgment" means–

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

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

"DOL Guidance" means the Department of Labor (DOL) Guidance entitled: "Guidance for Executive Order 13673, 'Fair Pay and Safe Workplaces'". The DOL Guidance was initially published in the Federal Register on August 25, 2016, and significant revisions will be published for public comment in the Federal Register. The DOL Guidance and subsequent versions can be obtained from www.dol.gov/fairpayandsafeworkplaces.

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

"Enforcement agency" means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review

Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are–

(1) Department of Labor Wage and Hour Division (WHD) for– (i) The Fair Labor Standards Act;

(ii) The Migrant and Seasonal Agricultural Worker Protection Act;

(iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act; (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;

(v) The Family and Medical Leave Act; and

(vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors); (2) Department of Labor Occupational Safety and Health Administration (OSHA) for–

(i) The Occupational Safety and Health Act of 1970; and

(ii) OSHA-approved State Plans;

(3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for– (i) Section 503 of the Rehabilitation Act of 1973;

(ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and

(iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);

(4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and

(5) Equal Employment Opportunity Commission (EEOC) for– (i) Title VII of the Civil Rights Act of 1964;

(ii) The Americans with Disabilities Act of 1990;

(iii) The Age Discrimination in Employment Act of 1967; and

(iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act). "Forced or indentured child labor" means all work or service—

(6) 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

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

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

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

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

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

"Labor laws" means the following labor laws and E.O.s: (1) The Fair Labor Standards Act.

(2) The Occupational Safety and Health Act (OSHA) of 1970.

(3) The Migrant and Seasonal Agricultural Worker Protection Act. (4) The National Labor Relations Act.

(5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act. (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.

(7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity). (8) Section 503 of the Rehabilitation Act of 1973.

(9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974. (10) The Family and Medical Leave Act.

(11) Title VII of the Civil Rights Act of 1964.

(12) The Americans with Disabilities Act of 1990.

(13) The Age Discrimination in Employment Act of 1967.

(14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).

(15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

"Labor law decision" means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of "labor laws".

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87,

Agricultural Supplies; (3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and

Forestry Products; (8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

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

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

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

or

(6) Have been voluntarily suspended.

"Sensitive technology"—

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

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

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

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

"Service-disabled veteran-owned small business concern"— (1) Means a small business concern—

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

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

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

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

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

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

by—

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

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

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

"Subsidiary" means an entity in which more than 50 percent of the entity is owned— (1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"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.

"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.

"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.

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

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

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

_____.

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No. Country of Origin

_____ _____

[List as necessary]

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

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

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

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

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

Line Item No.	Country of Origin

[List as necessary]

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

Other Foreign End Products:

Line Item No.	Country of Origin

[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**

[List as necessary]

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

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

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

Other End Products:

Line Item No.	**Country of Origin**

[*List as necessary*]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) *Listed end products*.

Listed End Product	Listed Countries of Origin

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

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

□ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the

basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) □ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

□ TIN: _____.

□ TIN has been applied for.

□ TIN is not required because:

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

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

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

(4) *Type of organization*.

□ Sole proprietorship;

□ Partnership;

□ Corporate entity (not tax-exempt);

□ Corporate entity (tax-exempt);

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

□ Foreign government;

□ International organization per 26 CFR 1.6049-4;

□ Other

(5) *Common parent*.

□ Offeror is not owned or controlled by a common parent;

□ Name and TIN of common parent:

Name: _____

TIN: _____

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

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

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(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)