SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			95332426Q0024	06/24/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	REGINA E. MAXWELL	202.521.7272	07/22/2026 10:00AM (EDT)

9. ISSUED BY — CODE

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: 0 % FOR:
☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 541110

SIZE STANDARD: $15.5 Million

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO — CODE

See Schedule

16. ADMINISTERED BY — CODE

Same As Issuing Office

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY — CODE

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
Regina E Maxwell
Digitally signed by Regina E Maxwell
Date: 2026.06.24 11:23:52 -04'00'

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		Regina E. Maxwell Contracting Officer	06/24/2026

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 11/2021)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELPHONE NUMBER OF AUTHORZED GOVERNMENT REPRESENTATIVE
		32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

STOCK RECORD (S/R)		40. PAID BY
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE RECEIVED *(MM/DD/YYYY)*	42d. TOTAL CONTAINERS

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Listing of Incorporated Purchase Requisitions

Incorporated Purchase Requisition Numbers:

Section B - Supplies or Services and Prices/Costs

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0001		Base Period: Direct Labor and ODCs	0	
Contract Type:Time and Materials				
			Unit Price	
			Other Direct Costs	
			Extended Price	
	Description: Time and Materials (T&M) Tasks 1 through 3			
Purchase Requisitions				

IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0002		Base Period: FFP | Training	0	
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description: Firm-Fixed Price Task 4: Training			
Purchase Requisitions				

IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
1001	0001	Option Period 1: Direct Labor and ODCs	0	
Contract Type:Time and Materials				
			Unit Price	

		Other Direct Costs	
		Extended Price	
	Description: Time and Materials (T&M) Tasks 1 through 3		
Purchase Requisitions			

Option: 1
Option Time Date: 9/16/27
Option Time Duration: 365
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
1002	0002	Option Period 1: FFP | Training	0	
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description: Firm-Fixed Price Task 4: Training			
Purchase Requisitions				

Option: 1
Option Time Date: 9/16/27
Option Time Duration: 365
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
2001	0001	Option Period 2: Direct Labor and ODCs	0	
Contract Type:Time and Materials				
			Unit Price	
			Other Direct Costs	
			Extended Price	
	Description: Time and Materials Tasks: 1 through 4			
Purchase Requisitions				

Option: 2
Option Time Date: 9/16/28

Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
2002	0002	Option Period 2: FFP | Training	0	
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description: Firm-Fixed Price Task 4: Training			
Purchase Requisitions				

Option: 2
Option Time Date: 9/16/28
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
3001	0001	Option Period 3: Direct Labor and ODCs	0	
Contract Type:Time and Materials				
			Unit Price	
			Other Direct Costs	
			Extended Price	
	Description: Time and Materials Tasks: 1 through 3			
Purchase Requisitions				

Option: 3
Option Time Date: 9/16/29
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
3002	0002	Option Period 3: FFP | Training	0	

Contract Type:Firm Fixed Price			
		Unit Price	
		Extended Price	
	Description: Firm-Fixed Price Task 4: Training		
Purchase Requisitions			

Option: 3
Option Time Date: 9/16/29
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
4001	0001	Option Period 4: Direct Labor and ODCs	0	
Contract Type:Time and Materials				
		Unit Price		
		Other Direct Costs		
		Extended Price		
	Description: Time and Materials Tasks: 1 through 4			
Purchase Requisitions				

Option: 4
Option Time Date: 9/16/30
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
4002	0002	Option Period 4: FFP | Training	0	
Contract Type:Firm Fixed Price				
		Unit Price		
		Extended Price		
	Description: Firm-Fixed Price Task 4: Training			
Purchase Requisitions				

Option: 4

Option Time Date:	9/16/30
Option Time Duration:	364
Option Time Units:	Days
IDC Type:	Not Applicable

Clauses incorporated by reference

None

Clauses incorporated by full text

Section B

B.1. FAR 52.216-1 -- Type of Contract (APR 1984)

The Government contemplates award of a hybrid Firm-Fixed Price and Time-and-Materials (T&M) contract resulting from this solicitation.

B.2. Funding Type

This contract will be funded, at the time of award, with no-year Due Diligence funding. As such, funding obligated to this contract may be used during the life of the contract.

B.3. Limitation of Funds – Incrementally Funded Contracts

In accordance with clause MCC 52.232-72, "Limitation of Funds – Incrementally Funded Contracts," funds in the amount of **[TBD]** have been allotted to this contract. It is contemplated that funds now obligated under this contract will cover the work to be performed until **[TBD]**. If the contractor considers the funds obligated under this contract to be insufficient to cover the work to be performed until the date specified herein, or another date agreed to by the parties, **the contractor shall notify the contracting officer in writing and indicate the date on which it expects expended funds to approximate 75 percent of the total amount obligated**. The notice shall state the estimated amount of additional funds required to continue performance through the date for which incremental funds are provided.

The Contractor shall not perform work on the contract which exceeds the total amount actually allotted by the Government to the contract. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract. The contractor assumes the risk for any increased costs beyond what the Government obligates.

B.4. Labor Rates and Other Direct Costs (ODCs)

Labor rates at the inception of a contract period will carry through as "fixed-price" without adjustment for the life of that contract period.

Hours by labor category and pricing under ODCs are estimates only and may be increased/decreased as necessary for successful completion of the contract requirements and as approved by the COR/PM. However, the contractor's expenditures at any given point shall not exceed the total obligated amount or the total ceiling price for this contract as specified below.

Using the template below, Offerors must include all proposed labor categories, fully-burdened hourly rates and Other Direct Costs (ODCs) for each contract period identified in Section B. Price/Cost Schedule above. Please review the notes following the tables for information on plug numbers to be included in the Offeror's price quote.

	Base	Option 1	Option 2	Option 3	Option 4	TOTAL

Total Labor Hours						
Total Labor Costs	$ -	$ -	$ -	$ -	$ -	$ -
Total ODCs	$ -	$ -	$ -	$ -	$ -	$ -
Firm Fixed Price Costs (Training)	$ -	$ -	$ -	$ -	$ -	$ -
Total Est. Cost	$ -	$ -	$ -	$ -	$ -	$ -

Base Period – Period of Performance TBD (est. 12 months)					
Item #	**Description**	**U/I**	**Qty (1)**	**Rate**	**Total**
LABOR (3)					
0001		hr.			
		hr.			
		hr.			
		hr.			
	Total Labor Hours			-	-
				Labor Sub-Total	
ODCs (2)					
0001					
	Subcontract(s) for Local Counsel				$100,000.00
				ODC Sub-Total	
0002	Firm-Fixed Price - Training**(4)**	Lot			
				FFP Sub-Total	
				Total Estimated Value (Base Period)	

Option Period 1 – Period of Performance TBD (est. 12 months)					
Item #	**Description**	**U/I**	**Qty (1)**	**Rate**	**Total**
LABOR (3)					
1001		hr.			
		hr.			
		hr.			
		hr.			
	Total Labor Hours			-	-
				Labor Sub-Total	
ODCs (2)					
1001					
	Subcontract(s) for Local Counsel				$100,000.00

				ODC Sub-Total	
1002	Firm-Fixed Price - Training**(4)**	Lot			
				FFP Sub-Total	
				Total Estimated Value (Base Period)	

Option Period 2 – Period of Performance TBD (est. 12 months)					
Item #	**Description**	**U/I**	**Qty (1)**	**Rate**	**Total**
	LABOR (3)				
2001		hr.			
		hr.			
		hr.			
		hr.			
	Total Labor Hours			-	-
				Labor Sub-Total	
	ODCs (2)				
2001					
	Subcontract(s) for Local Counsel				$100,000.00
				ODC Sub-Total	
2002	Firm-Fixed Price - Training**(4)**	Lot			
				FFP Sub-Total	
				Total Estimated Value (Base Period)	

Option Period 3 – Period of Performance TBD (est. 12 months)					
Item #	**Description**	**U/I**	**Qty (1)**	**Rate**	**Total**
	LABOR (3)				
3001		hr.			
		hr.			
		hr.			
		hr.			
	Total Labor Hours			-	-
				Labor Sub-Total	
	ODCs (2)				
3001					
	Subcontract(s) for Local Counsel				$100,000.00
				ODC Sub-Total	
3002	Firm-Fixed Price - Training**(4)**	Lot			

FFP Sub-Total	
Total Estimated Value (Base Period)	

Option Period 4 – Period of Performance TBD (est. 12 months)					
Item #	**Description**	**U/I**	**Qty (1)**	**Rate**	**Total**
LABOR (3)					
4001		hr.			
		hr.			
		hr.			
		hr.			
	Total Labor Hours			-	-
Labor Sub-Total					
ODCs (2)					
4001					
	Subcontract(s) for Local Counsel				$100,000.00
ODC Sub-Total					
4002	Firm-Fixed Price - Training**(4)**	Lot			
FFP Sub-Total					
Total Estimated Value (Base Period)					

Please note the following:

1. MCC anticipates the prime contractor level of effort for this requirement to be approximately 2,800 hours across the five-year period of performance.
2. As reflected in the tables above, MCC anticipates approximately $500,000.00 for local counsel subcontracting costs across the five-year period of performance of this requirement. Offerors shall utilize $500,000.00 as the total plug number for local counsel costs but may allocate this amount across the base and option periods in line with their technical quotation (for illustrative purposes, the price tables above have distributed the amount evenly across the five-year period). **If an Offeror believes the suggested plug numbers are inadequate, it should be addressed during the solicitation question-and-answer period.** Subcontracting costs are subject to the requirements of FAR 52.244-2, Subcontracts.

   Other direct costs (ODCs) must be broken down by type (e.g., travel, document translation, etc.) and presented separately from the local counsel subcontracts line item. **Note: MCC's estimate for *other* ODCs (i.e., other than the local counsel subcontracts) is approximately $22,075.00 over the five-year period of performance.**

   If applicable, offerors shall specify their proposed indirect rates and costs (e.g., General and Administrative (G&A) and/or Subcontractor Handling). Indirect costs must be presented as a separate line item. **ODCs shall not include profit/fee.**
3. A job description shall be included for each labor category proposed. The job description must identify essential and non-essential tasks that are assigned to a specific position. It must also identify reporting relationships and describe required qualifications, minimum education requirements, and desirable qualifications.

4. MCC *anticipates* at least two (2) training sessions per year; the duration of each training session will be 4-6 hours each. In addition, the sessions will be held virtually (i.e., Microsoft Teams or Webex) or at MCC's Washington, D.C. headquarters as deemed appropriate by the Government.

(END OF SECTION B)

Section C - Description/Specifications/Work Statement

Clauses incorporated by reference

None

Clauses incorporated by full text

Section C

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 INTRODUCTION

The Millennium Challenge Corporation (MCC) is a United States Government Corporation created pursuant to the Millennium Challenge Act of 2003, as amended (P.L. 108-199, and codified at 22 U.S.C. 7701, et seq.). MCC's mission is to reduce poverty through assistance designed to further economic growth in developing countries. MCC works only with those countries committed to strengthening good governance, encouraging economic freedom and promoting investments in people.

MCC provides its assistance in the form of grants to countries selected by its Board of Directors as eligible to participate in one of two programs. The first is an MCC "compact" which are large, five-year grants for countries that pass MCC's eligibility criteria. The second is MCC's "threshold" program which are smaller grants awarded to countries that come close to passing MCC's eligibility criteria and are firmly committed to improving their policy performance. In 2018, the President signed the African Growth and Opportunity Act (AGOA) and MCA Modernization Act, which granted MCC new authority to enter into one concurrent compact with an existing compact partner, so long as one or both of the compacts is focused on regional economic integration, increased regional trade, or cross-border collaborations. In 2024, the President signed the Millennium Challenge Corporation Candidate Country Reform Act, which granted MCC new authority to enter into Compacts with middle-income countries that face substantial threats to their economic development paths and ability to reduce poverty. For information about MCC's current portfolio and work, please refer to the MCC website – www.mcc.gov.

Eligible countries propose assistance programs to build their own capacity for delivering solutions to their citizens. These programs have focused on policy, institutional and infrastructure improvements in such sectors as energy; agriculture and irrigation; transportation (e.g., roads, bridges, ports); water supply and sanitation; access to health care and education services; finance and enterprise development; anticorruption initiatives; and land rights and use. Through its time-limited assistance programs, MCC unlocks growth through results-driven foreign assistance that advances American interests, promotes good policies, builds self-reliance, and delivers global results.

MCC's Office of General Counsel (OGC) provides advice to MCC's Board of Directors and MCC staff on all legal issues affecting MCC, its programs, policies and procedures. OGC has contracted with outside law firms to assist MCC in the selection and management of local legal counsel in its partner countries and to provide advisory services on legal, policy and operational issues that arise during the development and implementation of programs funded by compacts, threshold agreements, and compact development fund agreements. While the need for assistance in selecting and managing local counsel continues, OGC seeks a law firm with international experience advising clients on the following: power, water supply and sanitation, and other infrastructure sectors (including both policy and project-specific matters); project finance and other complex transactional structures (including the drafting and negotiation of related project and financing agreements); principal forms of construction contracts employed internationally (e.g., FIDIC-based contracts and documents (including but not limited

to standard bidding documents and terms of reference)); international construction claims and dispute resolution, as well as claims and dispute resolution related to other forms of contracts; international transactions involving intellectual property and technology; legal and regulatory reform; establishing public-private partnerships; and areas of law related to MCC's mission not contemplated at the time of contract award required. MCC OGC also encounters issues arising in one country, the solutions to which may form the basis for addressing similar issues in other countries in MCC's portfolio, and seeks general legal expertise in the following regions: Africa, Asia Pacific, Europe, and Latin America.

C.2 SCOPE

The Contractor shall provide legal advisory services to support MCC's review, negotiation, implementation, oversight and closeout of MCC-funded programs with selected eligible countries in Africa, Asia Pacific, Europe and Latin America, as well as countries in other regions with which MCC may be authorized to work. This includes both country-specific legal advisory services, as well as legal advisory services in support of MCC's overall operations. The list of countries in which MCC operates may be found at: https://www.mcc.gov/where-we-work.

C.3 OBJECTIVE

The overall objective of this contract is to secure legal advisory services in support of MCC's assistance programs, including but not limited to the review of program proposals received from MCC-eligible countries; legal due diligence on the components and sectors identified in program proposals; the negotiation, drafting, implementation, oversight and closeout of compacts and threshold program agreements, and related agreements with selected countries; the monitoring of programs funded under compacts and threshold program agreements; the identification, selection and management of local legal counsel located in MCC partner countries; and any support services related to these tasks, such as support for MCC's standard suite of bidding documents and contracts (e.g., review of core provisions for market reasonableness and consistency across documents) and any other operational legal and policy matters necessary to support MCC's programs. The contractor will also advise MCC on legal issues that arise in compact and threshold programs, including during the development, implementation, and closeout phases, on an as-needed basis.

C.4 TASKS

The Contractor shall provide legal advice and assistance to MCC in support of MCC's assistance programs to eligible countries selected in accordance with (1) MCC's authorizing legislation, the Millennium Challenge Act of 2003, as amended, and (2) MCC's Policy on Engagement of Outside Legal Counsel, attached as Attachment [J-1]. Legal advisory services will be provided in response to long-term and short-term task assignments, including, without limitation, some or all of the legal advisory services set forth below. As requested by MCC, the contractor may work alone on particular tasks or may work as part of a team comprised of MCC staff and other contractors, including local counsel. The tasks will include, but not be limited to the following:

Task 1: Assist MCC in Selection and Management of Local Counsel

The Contractor shall assist MCC in identifying and proposing local legal counsel in eligible countries, and subject to the approval of MCC, engaging (if requested by MCC) such local counsel; working with, supervising and managing (including related to billing matters) this counsel in its performance of the scope of work and the resolution of local law issues related to the proposed program and compact or threshold program agreement.

During contract performance, the Contractor shall propose up to four (4) firms and/or individual attorneys in the following countries as well as other countries as needed:

- Belize

- Benin
- Bolivia
- Cote D'Ivoire
- Ecuador
- Fiji
- Guatemala
- Honduras
- Indonesia
- Kiribati
- Kosovo
- Liberia
- Mongolia
- Mozambique
- Nepal
- Philippines
- Senegal
- Sierra Leone
- Tonga
- Zambia

Upon MCC's approval, the Contractor shall engage the selected local counsel. For reference, see Attachment [J-2] for a list of current/incumbent local counsels in-country.

Notwithstanding the foregoing:

a. Except to the extent set forth in subparagraph (b) below, MCC, not the Contractor, will supervise the local counsel directly and the Contractor will not review and approve local counsel's services before they are rendered to MCC. MCC is not looking to or relying on the Contractor for advice on the matters as to which local counsel is performing work. Local counsel will communicate directly with MCC with regard to those matters and will have duties and obligations running directly to MCC, not the Contractor. Accordingly, the Contractor shall have no responsibility for services rendered by local counsel and shall not be liable for any direct, indirect or consequential damages arising from such services. However, the Contractor shall require that each engagement letter or contract pursuant to which Contractor retains local counsel for the benefit of MCC will include language as agreed upon with MCC to the following effect in order to provide MCC with third-party beneficiary rights: "The Parties agree that MCC shall be, and is hereby named as, an express third-party beneficiary of this Contract and accordingly this Contract confers

rights and remedies upon MCC as a third-party beneficiary." ; and (ii) include the following language naming New York law as the governing law: "This Contract and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this shall be governed by, and construed in accordance with, the law of the State of New York without regard to the conflict of law rules thereof (other than Section 5-1401 of the New York General Obligations Law)."

b. The Contractor and MCC may agree in writing that the Contractor will provide general oversight and quality control over work products produced by local counsel on discrete and defined matters. Absent such express written agreement, the provisions of subparagraph (a) above will apply. Where such express written agreement exists, the Contractor nevertheless is not expected to be an expert on the issues as to which MCC seeks local counsel's advice and shall, in such instances when supervision of the work performed by local counsel is requested, use reasonably accessible resources and its best judgment when assessing such work. In such event when the Contractor is required to review and approve the work product of local counsel, the Contractor shall, to its best knowledge, ensure reasonable quality of such work, but beyond such, shall have no responsibility for work performed by the local counsel and shall not be liable for any direct, indirect or consequential damages arising from such services.

Without limiting the foregoing, the task may include:

a. Assessing the proposed assistance program, including performing legal due diligence, to the extent necessary, in connection with the implementation of the proposed assistance program and with respect to the components and sectors identified in the proposal;
b. Identifying and advising MCC on the resolution of legal issues related to the proposed assistance program, including the formation of legal entities (e.g., public, quasi-public and private organizations) in the eligible country designed to help implement the assistance program, as well as, governance, financial management, procurement, taxation, environment, labor and other project-specific matters (which may include, but are not limited to, projects in the energy, water supply and sanitation, access to health care and education, land rights and use, agribusiness, commercial, transportation, finance, construction and governmental policy sectors);
c. Advising on the legal risks associated with the proposed projects described in the eligible country's proposal for assistance;
d. Assisting with the legal structuring of, as well as the drafting and negotiation of, the compact or threshold program agreement, and other related agreements; and reviewing and drafting other documents related to entry into force, implementation, oversight and closeout of the compact or threshold program agreement;
e. Assisting with drafting and negotiating legal documents related to the formation of an accountable entity for implementation of the compact or threshold program agreement;
f. Reviewing the compact, or threshold program agreement, and other related agreements or other documents in order to identify and resolve any issues of local law that arise under such agreements;
g. Providing legal opinion(s) to MCC on, among other things, the validity and enforceability of agreements between and among MCC, the eligible country's Government and other implementing entities or parties organized or existing in-country for the proposed assistance program's implementation; ratification of the compact or threshold program agreement (or other required domestic steps to establish the grant and certain related agreements as agreements governed by international law in accordance with the constitutional and other domestic legal requirements of the eligible country); the legal requirements necessary to achieve entry into force of the grant agreement and/or the enforceability of any supplemental agreements; and any other matters of law relevant to the proposed assistance program or related agreements or other implementation matters, as requested by MCC;
h. Assisting in ensuring execution of the compact or threshold program agreement and supplemental agreements and achieving entry into force of the compact or threshold program agreement and initial disbursement of funds;
i. Assisting in ensuring that the compact or threshold program agreement is approved and ratified (or other required domestic steps are taken) in a proper and timely fashion and supplemental agreements are approved in a proper and timely fashion; and
j. Advising and assisting with matters of local law that may arise during the implementation and eventual closeout of the executed compact or threshold program agreement and other related agreements, on an as-needed basis.

Task 2: Support MCC in the Negotiation, Implementation, Oversight and Close-Out of Compacts, Threshold Program Agreements, and Other Agreements

The Contractor will work primarily with MCC legal staff, but potentially also with program and technical staff, to support the negotiation and drafting of compacts and threshold program agreements, as well as any related assistance program agreements. The Contractor will also support MCC efforts with respect to the implementation, oversight and eventual close-out of compact and threshold programs. In some cases, this task may involve issues encountered by MCC in one country, the solutions to which may form the basis for addressing similar issues in other countries in MCC's portfolio, in which case the task may not be limited to work in a particular country. This task may include:

a. Assessing the proposed program, including performing legal due diligence on the components and sectors identified in the proposal for assistance;
b. Performing any additional legal analysis required to determine and maximize the viability of the proposed program, including identifying and proposing solutions to legal impediments to the compact's or threshold program agreement's treatment as an international agreement, the terms of which will prevail over the domestic laws (other than the national constitution) of the recipient country in cases where the terms of the grant agreement conflict with the domestic laws;
c. Identifying and advising MCC on the resolution of legal issues related to the implementation structure of the proposed program, including governance and management structures of the accountable entity and implementing entities, financial management, procurement, taxation, labor, environment and project-specific matters (which may include, but are not limited to, projects in the energy, water supply and sanitation, access to health care and education, land rights and use, agribusiness, commercial, transportation, finance, construction and governmental policy sectors);
d. Assisting with the legal structuring, as well as the drafting and negotiation, of the compact or threshold program agreement, commercial contracts, implementation agreements (e.g., program implementation agreements, tax agreements, implementing entity agreements, and other agreements supplemental to the compact or threshold program agreement or otherwise in support of MCC's efforts in-country);
e. Reviewing the compact, threshold program agreement and other related agreements in order to identify and resolve any issues of U.S. law that arise from such agreements;
f. Reviewing and drafting other documents relating to entry into force and implementation and closeout of the compact or threshold program;
g. Assisting in ensuring execution of the compact or threshold program agreement and any supplemental agreements and achieving entry into force of the compact or threshold program agreement and disbursement of funds;
h. Providing legal opinion(s) to MCC, as requested by MCC, on matters of law relevant to the proposed compact, threshold program agreement or related agreements or other implementation matters;
i. Identifying and advising on multi-donor, project finance-type legal issues, including donor coordination, and reviewing and drafting applicable documents related to these arrangements;
j. Advising on issues related to power, water supply and sanitation, transportation, and other sectors, including legal, regulatory and policy issues, matters involving sector reform, and project specific matters;
k. Advising, potentially including document review and preparation, with respect to project finance and other complex transactional structures; forms of construction contracts employed internationally (e.g. FIDIC-based contracts and documents); international construction claims and dispute resolution, as well as claims and dispute resolution related to other forms of contracts; international transactions involving intellectual property and technology; legal and regulatory reform; establishing public-private partnerships; and areas of law related to MCC's mission not contemplated at the time a contract may be awarded; and
l. Advising and assisting with other matters that may arise during the development, implementation, oversight and eventual closeout of the executed compact or threshold program agreement and other related agreements, on an as-needed basis.

To the extent the matters described in this Task 2 require local counsel, the qualifications set forth in Task 1 shall apply.

Task 3: Legal Research, Advice, , and Foreign Language Translation Relating to Development Assistance Legal, Policy and Operational Issues

The Contractor will provide legal research, advice, , and foreign language translation, as requested by MCC, on selected legal, policy and operational issues related to the delivery of development assistance, including but not limited to:

a. Power, water supply and sanitation, and other infrastructure sectors, including both policy and project specific matters;
b. Project finance and other complex transactional structures;

c. Principal forms of construction contracts employed internationally (e.g., FIDIC form documents);
d. International construction claims and dispute resolution, as well as claims and dispute resolution related to other forms of contracts;
e. International transactions involving intellectual property and technology;
f. Legal, regulatory, and policy reform;
g. Establishing public-private partnerships;
h. Foreign language document translation of a variety of legal and other documents in French, Spanish, and other languages, in some cases using a foreign language attorney to review the work of a translator to ensure legal accuracy; and
i. Other areas of law related to MCC's mission.

Task 4: Legal Training

The Contractor will provide at least two days of legal training per year as requested by MCC on selected legal, policy, and operation issues related to the delivery of development assistance. These trainings will be for between 4 to 6 hours in total, will be either virtual (Microsoft Teams or Webex) or at MCC's Washington D.C. headquarters, and the number of participants will range between 10 to 50 individuals. The trainings may include but are not limited to:

a. Power, water supply and sanitation, and other infrastructure sectors, including both policy and project specific matters;
b. Project finance and other complex transactional structures;
c. Principal forms of construction contracts employed internationally (e.g., FIDIC form documents);
d. International construction claims and dispute resolution, as well as claims and dispute resolution related to other forms of contracts;
e. International transactions involving intellectual property and technology;
f. Legal, regulatory, and policy reform;
g. Establishing public-private partnerships;
h. Foreign language document translation of a variety of legal and other documents in French, Spanish, and other languages, in some cases using a foreign language attorney to review the work of a translator to ensure legal accuracy; and
i. Other areas of law related to MCC's mission.

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UNCLASSIFIED

Section D - Packaging and Marking

Clauses incorporated by reference

None

Clauses incorporated by full text

Section D
The Contractor shall ensure that each report prepared by the Contractor and delivered under this Contract contains the following statement on the first or cover page of such report:

"The views and opinions expressed herein are those of the author(s) and do not necessarily represent those of MCC or any other U.S. Government entity.".

(End of Section D)

Section E - Inspection and Acceptance Terms

None

Clauses incorporated by reference

None

Clauses incorporated by full text

Section E

Inspection and acceptance shall be in accordance with the terms of FAR 52.212-4/Alternate I, Contract Terms and Conditions – Commercial Items. In addition, the following terms apply:

E.1 Inspection of Reports

MCC only accepts full submittals, not partial submittals; submittals must be in full accordance with the Contractor's approved methodology and QA/QC plan. The Contractor must take into consideration that each deliverable will have at least one round of reviews by MCC and other stakeholders when developing their work plan.

E.2 Quality Control Plan

The contractor shall have in place and maintain a Quality Assurance/Quality Control (QA/QC) Plan that covers, at a minimum, how the contractor intends to meet the requirements of all performance objectives, monitor and proactively manage contract requirements. It shall also include the mechanism/process by which MCC will be notified of performance-related incidents that are likely to affect quality of service.

(END OF SECTION E)

Section F - Delivery or Performance

Line Item: 0001

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
9/16/26	9/15/27	MCC Headquarters Millennium Challenge Corporation 1099 Fourteenth Street NW, Suite 700 WASHINGTON DC US 20005

Line Item: 0002

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
9/16/26	9/15/27	MCC Headquarters Millennium Challenge Corporation

		1099 Fourteenth Street NW, Suite 700 WASHINGTON DC US 20005

Line Item: **1001**

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
9/16/27	9/15/28	MCC Headquarters Millennium Challenge Corporation 1099 Fourteenth Street NW, Suite 700 WASHINGTON DC US 20005

Line Item: **1002**

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
9/16/27	9/15/28	MCC Headquarters Millennium Challenge Corporation 1099 Fourteenth Street NW, Suite 700 WASHINGTON DC US 20005

Line Item: **2001**

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
9/16/28	9/15/29	MCC Headquarters Millennium Challenge Corporation 1099 Fourteenth Street NW, Suite 700 WASHINGTON DC US 20005

Line Item: **2002**

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
9/16/28	9/15/29	MCC Headquarters Millennium Challenge Corporation 1099 Fourteenth Street NW, Suite 700 WASHINGTON DC US 20005

Line Item: **3001**

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
9/16/29	9/15/30	MCC Headquarters Millennium Challenge Corporation 1099 Fourteenth Street NW, Suite 700 WASHINGTON DC US 20005

Line Item: **3002**

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
9/16/29	9/15/30	MCC Headquarters Millennium Challenge Corporation 1099 Fourteenth Street NW, Suite 700 WASHINGTON DC US 20005

Line Item: 4001

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
9/16/30	9/15/31	MCC Headquarters Millennium Challenge Corporation 1099 Fourteenth Street NW, Suite 700 WASHINGTON DC US 20005

Line Item: 4002

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
9/16/30	9/15/31	MCC Headquarters Millennium Challenge Corporation 1099 Fourteenth Street NW, Suite 700 WASHINGTON DC US 20005

Clauses incorporated by reference

None

Clauses incorporated by full text

Section F

F.1 Period of Performance

The *anticipated* overall period of performance of this contract is as follows:

Base Period: 09/16/2026 – 09/15/2027
Option Period 1: 09/16/2027 – 09/15/2028
Option Period 2: 09/16/2028 – 09/15/2029
Option Period 3: 09/16/2029 – 09/15/2030
Option Period 4: 09/16/2030 – 09/15/2031

While the Contract will be awarded for the Base and Option Periods, the exercise of the option periods is at the sole discretion of MCC.

F.2 Place of Performance

The Contractor shall primarily perform services at their facilities. Occasionally, the Contractor may be required to travel to foreign countries to perform services on location with accountable entities. MCC may also require the Contractor to travel to MCC offices in Washington, DC to perform services from time to time (e.g., staff training).

F.3 Deliverables

The contractor shall provide services as specified in Section C – Statement of Work to support MCC in the flexible and timely manner required to meet the evolving needs of compact development, negotiation, and implementation. New tasks/technical directives shall *not* imply authority to incur costs beyond the obligated amount; however, this contract may be amended to reflect additional costs/funds as necessary to meet MCC's legal support needs.

All deliverables shall be submitted in electronic form where feasible, and in hard copy as necessary and/or required.

Deliverables will be considered "draft" upon initial receipt. Drafts will be reviewed and accepted, or concerns raised/comments provided by MCC. The Contractor shall appropriately address MCC's concerns and provide final deliverables pursuant to the timeframe agreed upon with MCC.

See Section H.7 – MCC Technical Direction for additional details, including how specific deliverables/tasks will be assigned to/requested from the Contractor.

F.4 Deliverable Format

Unless specifically instructed by MCC otherwise, all reports shall be submitted electronically using Windows-based Microsoft (MS) Office 2010 or newer, including Word for text, data tables in Excel, presentations in PowerPoint, appropriate MS-Office program for exhibits, and schedules using MS-Project 2010 or newer. All editable work files shall be submitted to MCC along with PDF files.

The Contractor must establish and maintain a comprehensive reference index of all relevant documents reviewed, produced, and/or edited by the Contractor during the course of contract performance. Any and all such documents made available to and collected by the Contractor must be compiled in usable form and delivered in an organized fashion to MCC at the end of the contract in an electronic format acceptable to MCC. Such documents may also be requested periodically, prior to the end of the contract.

F.5 Acceptance Criteria

Deliverables will be evaluated according to the following criteria:

- Thoroughness and timeliness in complying with all of the elements in the specified tasks.
- Quality and clarity of analyses and work produced.
- Timeliness and efficacy of communications with relevant counterparts at MCC, MCA, and other relevant organizations.

F.6 Notice Regarding Late Delivery

In the event the Contractor encounters difficulty in meeting performance requirements or anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the contract, the Contractor shall immediately notify the Contracting Officer and the COR/PM, in writing, and provide pertinent details. Provision of such information is only in character and shall not be construed as a waiver by the Government of any delivery schedule or deadline, or any rights or remedies provided by law or under this contract.

(END OF SECTION F)

Section G - Contract Administration Data

Clauses incorporated by reference

None

Clauses incorporated by full text

MCC 52.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND/OR PROJECT MONITOR (PM) (JULY 2012)

(a) The Contracting Officer may designate a Government representative to act as the Contracting Officer's Representative (COR) or Project Monitor (PM) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the COR and/or PM and the Contractor. The designation letters will set forth the authorities and limitations of the COR and/or PM under the contract.

(b) Modifications to this contract are effective only if reduced to writing and executed by the Contracting Officer. The Contractor is specifically prohibited from performing any work that is outside the scope of this contract without the approval of the Contracting Officer. The Contracting Officer cannot authorize the COR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

(End of clause)

Section G

G.1 Supplemental Invoice Instructions

Notwithstanding the invoicing requirements in the above Invoice Instruction clause, Contractor invoices for this contract must be broken down by country so that all costs are attributed to a particular MCC partner country, if applicable.

(END OF SECTION G)

Section H - Special Contract Requirements

Clauses incorporated by reference

None

Clauses incorporated by full text

MCC 52.203-70 CONTRACTOR NON-DISCLOSURE AGREEMENT (MAY 2017)

All contractor employees or independent contractors engaged in this contract shall provide a non-disclosure agreement as follows signed by the individual contractor/consultant and, if a contractor employee, by the contractor's contract administrator:

NON-DISCLOSURE AGREEMENT

I, _____ do solemnly swear (or affirm) that I will not divulge any information, whether obtained orally or in writing from, or data maintained by the Millennium Challenge Corporation (MCC) to any unauthorized person for any purpose. I will not directly or indirectly use, or allow the use of Confidential Information for any other purpose other than that directly associated with my officially assigned duties for MCC.

Further, I will not directly or indirectly reveal or cause to be revealed the nature or content of any _____, except to authorizedpersonnel.

I am aware that the unauthorized use of information may be a violation of law and this Agreement.

Company or Subcontractor

Understand that authorized persons refer only to persons assigned to a project requiring access to Confidential Information or directly in the line of management over the project requiring access to the data.

_____

[signatory]

_____ _____

Contract Administrator Date

MCC 52.204-70 SECURITY REQUIREMENTS FOR CONTRACTOR PERSONNEL - FEBRUARY 2019

A. Compliance with MCC Safety and Security Regulations at MCC Headquarters

1. Personal services contractors (PSCs) and contract employees including those working for subcontractors shall be subject to and abide by all MCC safety and security policy and procedures while on MCC premises, and satisfy applicable requirements for fitness to perform work for or on behalf of MCC, personnel security, and obtaining an MCC Photo Identification (ID) Badge.

2. MCC may impose applicable criminal, civil and/or administrative sanctions, including removal, suspension, termination or suspension of access to information, information systems, or MCC facilities, against any PSC or contractor employee who fails to adequately protect classified national security information or sensitive information, including such information designated as Controlled Unclassified Information, from unauthorized disclosure. The sanctions imposed are under the authority of the applicable laws, regulations, Government-wide and MCC policies.

B. PSC and Contract Employee Fitness and MCC Photo ID Badge Requirements

1. The following are requirements for a PSC or contractor employee who works under this contract and requires access to any of the following: MCC Headquarters, MCCNet, Sensitive But Unclassified (SBU), Foreign Government Information (FGI) or any other designated sensitive information (such as classified national security information and Controlled Unclassified Information under 32 CFR Part 2002).

a. Such an individual must be:

i. A U.S. citizen or have Permanent Resident Status in the U.S;

ii. Screened for fitness to work for or on behalf of MCC;

iii. Determined by MCC to be fit to work for or on behalf of MCC; and

iv. Determined eligible to be issued an MCC Photo Identification Badge.

b. In addition, if the individual is not a U.S. citizen for or in a position designated as moderate or high risk (i.e., a public trust position), the individual must have been residing, working and/or attending an educational institution in the U.S. for at least three, years.

c. MCC may allow such an individual to perform services under this contract based on: (1) a favorable suitability/fitness

screening as an interim fitness determination, and (2) a favorable interim credentialing determination for issuance of an MCC Photo ID Badge, as applicable. An interim fitness determination does not satisfy requirement a. iii.) of this paragraph, and an interim credentialing determination does not satisfy requirement a. iv.) of this paragraph.

d. An investigation for an individual's fitness will be required to satisfy requirement a. iii.) except whenever the individual already has an investigation on file that meets the requirements for an investigation based on all applicable position designation(s) for the individual that satisfies/satisfy guidelines issued by the Suitability and Credentialing Executive Agent (SuitCredEA), the Security Executive Agent (SecEA) and the individual has been working for or on behalf of a Federal agency continuously for at least one year in one or more Federal positions or as a contractor employee that was/were subject to suitability or fitness investigation satisfying guidelines issued by the Suitability and Credential Executive Agent. However, no exception to the investigation requirement will be granted whenever MCC obtains new information in connection with the individuals that calls into question the individual's fitness under the criteria for suitability in 5 CFR 731.202. The investigation required will be based on position designation performed by MCC in accordance with 5 CFR 731 and 5 CFR 1400.

2. PSCs and contractor employees for or in public trust positions are subject to reinvestigation for fitness within the timeframe specified by the SuitCredEA.

3. A PSC or contractor employee whose position risk designation increases due to reassignment or change in job duties or responsibilities, is subject to the fitness investigation requirements for the higher risk position at the time the position designation is changed. If the position with the higher risk designation is the same one occupied by the individual, the individual may remain in the position while the investigation is being conducted; otherwise, the individual may not perform services under this contract in the new capacity until the requirements of B.1. of this clause are satisfied. Any upgrade in the investigation required for the new risk level will be initiated by MCC within 14 calendar days of the reassignment or change in job duties or responsibilities.

4. Fitness determinations will be made by MCC using the criteria and guidelines for making suitability determinations in 5 CFR 731.202 and related guidelines of the SuitCredEA. When no new investigation is required, MCC may determine an individual unfit when the investigative record on file for the individual shows conduct that is incompatible with the core duties of the relevant position by applying the criteria and guidelines referenced in this paragraph.

5. If a PSC or contractor employee develops one or more issues with respect to the criteria in 5 CFR 731.202 prior to any required investigation or reinvestigation, MCC may conduct an investigation at any time sufficient to resolve the issues and determine the individual's fitness to work for or on behalf of MCC.

6. Interim and final determinations on eligibility to be issued a MCC Photo ID Badge will be made by MCC based on the SuitCredEA's criteria in "Final Credentialing Standards for Issuing Personal Identity Verification Cards" or it latest successor.

7. Contractor, including any PSC, is required to have all affected personnel complete appropriate security forms, including a signed Personal Information Request Form (PIRF) and a signed form OF 306 Declaration for Federal Employment, which are to be signed and faxed to MCC DIS at 202-521-3590. Candidates for PSC positions must also include a copy of their resume in the fax transmission that includes the PIRF and OF 306. In addition, individuals subject to fitness investigation or reinvestigation must complete a Standard Form 85P or 85P-S (as specified by MCC Domestic and International Security (DIS)) and related signature releases, supplemental forms; and submit to fingerprint imaging within seven (7) days after receiving a DIS e-mail request for the documents. MCC DIS will provide the necessary forms, which must be submitted using an on-line system on the Internet. (Also see "Contract Award" below.)

8. MCC Photo ID Badges will only be issued to individuals determined eligible to be issued one and who attend a scheduled MCC Orientation Program and Security Briefing.

9. Whenever MCC determines an individual is unfit or ineligible to be issued a MCC Photo ID Badge, the Contracting Officer (CO) or CO's Representative (COR) will notify the contractor's contractual point of contact (POC) in writing of the decision and, whenever applicable, that accesses to MCC facilities and information systems have been terminated. Subsequent to issuance of these notifications, contractors are required to provide MCC a suitable replacement; and PSCs and contractors are responsible, whenever applicable, for the return of the subject individual's MCC Photo ID Badge and any MCC equipment that was issued to the individual.

C. Personnel Security Requirements for PSCs Paid Directly by MCC

1. PSCs directly paid by MCC without interim national security eligibility granted by MCC or national security eligibility at least at the level required for the position, duties, or work activities specified as requiring such eligibility, including that for access to

classified national security information, by this contract are prohibited from rendering services under this contract.

2. MCC will determine national security eligibility for all PSCs to whom MCC makes direct payments for services rendered and whose position requires such eligibility as approved by the appropriate MCC department vice president-level executive. MCC will: (1) make eligibility determinations based on a background investigation that meets the requirements issued by the SecEA; (2) determine whether a previously-performed investigation satisfies the investigative requirements using guidelines issued by the Office of Management and Budget or the SecEA; and (3) adjudicate personnel security background investigations or any other information related to determining national security eligibility using the criteria in Security Executive Agent Directive 4, *National Security Adjudicative Guidelines*, or its latest successor.

3. A PSC granted national security eligibility by MCC is subject to a personnel security reinvestigation by MCC within the timeframe specified by the SecEA.

4. MCC may at any time perform a personnel security reinvestigation of a PSC to whom it has granted national security eligibility.

5. MCC may administratively withdraw national security eligibility it has granted whenever it determines such eligibility is no longer needed. MCC may administratively downgrade a Top Secret security clearance holder's clearance to Secret whenever it determines the holder no longer needs access to Top Secret information.

6. Whenever a personnel security investigation or reinvestigation is required, PSCs and PSC candidates will submit to MCC DIS, personnel security background investigation forms, including a PIRF, OF 306, a copy of their resume, a Questionnaire for National Security Positions (SF 86), signature releases and supplemental forms, and submit to fingerprint imaging used to access reports from the Federal Bureau of Investigation (FBI) and other national databases.

7. In exceptional circumstances MCC may grant interim national security eligibility with access to classified information at the Secret level to a PSC directly paid by MCC while a personnel security background investigation is in progress based on favorable adjudication of previously-completed personnel security investigations or reinvestigations, the PSC's OF 306, resume, SF 86 submission, and any other relevant information.

8. MCC will not grant national security eligibility to any individual determined ineligible to be issued a MCC Photo ID Badge or unfit.

9. PSCs to whom MCC grants national security eligibility will not be issued a security clearance and, consequently, will not be permitted access to classified information, until the individual attends an MCC Security Clearance Briefing and signs a Classified Information Nondisclosure Agreement (SF 312).

10. Whenever MCC determines an individual not eligible for national security eligibility, the Contracting Officer (CO) or CO's Representative (COR) will notify the contractor's contractual point of contact (POC) in writing of the MCC determination(s) and, whenever applicable, that accesses to MCC facilities and information systems have been terminated. MCC will process such individuals in accordance with §5.2 of Executive Order 12968, "Review Proceedings for Denials or Revocations of Eligibility for Access". Subsequent to issuance of these notifications, contractors are required to provide MCC a suitable replacement; and PSCs and contractors are responsible, whenever applicable, for the return of the subject's MCC Photo ID Badge and any MCC equipment that was issued to the individual.

D. Personnel Security Requirements for Contractor employees and Other PSCs

1. Contractor employees and PSCs not directly compensated by MCC without a national security eligibility or interim eligibility at least at the level required for the position, duties, or work activities specified as requiring such eligibility, including that for access to classified national security information and occupy a sensitive position (as defined in 5 CFR 732), by this contract are prohibited from rendering services under this contract.

2. Contractor employees and PSCs not directly compensated by MCC requiring national security eligibility to perform work for MCC must hold one at the appropriate level in accordance with the policy and procedures of the National Industrial Security Program (NISP, Executive Oder 12829, as amended) and the NISP policy and procedures of the Department of Defense. Such individuals granted national security eligibility who are assigned to or visit MCC headquarters or overseas MCC/Resident Country Director offices (i.e., where access to classified national security information is required), must have their eligibility/security clearances or interim security clearances certified using a visit authorization request. The contractor shall submit all employee visit authorization requests to DIS via fax to 202-521-3590, along with a PIRF and form OF 306

completed and signed by each contractor employee or PSC.

3. Contractors and subcontractors shall notify the CO and COR of all terminations of their employees (with respect to their MCC service) who possess MCC Photo ID Badges, have access to MCC information systems, or any MCC IT equipment; and in addition, contractors and subcontractors shall notify the CO and COR of all contractor employees proposed to replace those terminated employees terminated by providing the information for employees required in section G. of this clause.

E. Work Performance

The contractor shall prescreen all their employee candidates for MCC service covered under this clause to ensure they initially possess the necessary investigation and clearance requirements. In addition, the contractor is responsible to periodically, at least annually, review their employees' background and work performance to ensure that nothing has occurred which may negatively impact or jeopardize their employees' eligibility for an MCC Photo ID Badge, favorable fitness determination, and security clearance, whichever are applicable.

Unless otherwise provided herein, in no event will the need for MCC to process investigations and clearances (including physical on-site access at MCC facilities) be considered an excusable delay under the contract. In addition, the need to replace contractor employees determined by the MCC to be ineligible for any reason will not be considered an excusable delay.

Failure to comply with the contractor employee investigation and clearance requirements herein may result in termination of the contract for default.

F. Contract Award

Within two (2) business days after notice of award from the contracting officer, contractor shall propose a list of all contractor employees and subcontractor employees working under the contract (unless otherwise stated in the contract) including the information and documentation required herein. This requirement does not include clerical or administrative support staff (unless otherwise stated in the contract).

The list shall include each employee's full name, work and home addresses, work and personal e-mail addresses, work and personal telephone numbers and personal cell telephone numbers. This list shall state and justify the level of access each contractor candidate will require; that is, access to MCC headquarters, access to sensitive information, MCCNet access, or no access privileges. In addition, the contractor will provide a central point-of-contact regarding investigation and clearance issues. If the contractor has documentation which provides evidence of a contractor employee's previous or current background investigation and/or clearance status, the contractor will provide the employee's investigations/clearance status to MCC DIS via fax to 202-521-3590 in the form of a Visit Letter. Upon a request from the contractor, a sample Visit Letter template will be made available to a contractor via e-mail from MCC DIS.

(End of clause)

MCC 52.232-70 Invoice Instructions (August 2024)

Invoices shall be paid in accordance with the Prompt Payment Act, thirty days (30) following receipt of a proper invoice. The Contractor shall submit each invoice electronically via email to the following address:

Email: MCC_Accounting_IBCDENVER@ibc.doi.gov, or

As an alternative to electronic submission of invoices, one copy of each invoice may be mailed to the following address:

Interior Business Center

One Denver Federal Center

Bldg 48, M/S D-2773

Denver, CO 80225

If it is determined that the amount billed is incorrect, the invoice may be revised by the Government, or the contractor may be required to submit a revised invoice.

To constitute a proper invoice, each invoice must include the following information and/or attached documentation:

(1) Name, address and telephone of the Contractor

(2) Date of invoice and invoice number

(3) Contract number (including task order or call number and contract line item(s)) also modification number, if applicable

(4) Description (quantity, unit of measure, unit price, and extended price) of the supplies/services rendered (including hours incurred and billing rate, as applicable to the contract)

(5) A schedule depicting the following information:

Amount Invoiced This Period	Cumulative Amount Invoiced	Authorized Value of Contract	Balance Remaining on Contract

If the contractor is billing for costs incurred over more than a single month, the costs for each month in which the costs were incurred and shall be segregated into the month they were actually incurred.

(6) Name of Contracting Officer's Representative (COR); and

(7) Signature of authorized representative of the firm with the following invoice certification:

"The undersigned hereby certifies to the best of my knowledge and belief that: the sum claimed under this contract is proper and due, and all the costs of contract performance have been paid, or to the extent allowed under the applicable payment clause, will be paid by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and amounts involved are consistent with the requirements of this Contract.

BY:_____

TITLE:_____

DATE: _____

Inquiries regarding the status of invoices may be directed to IBC Accounting. The email address is: MCC_Accounting_IBCDENVER@ibc.doi.gov.

(End of clause)

52.232-72 LIMITATION OF FUNDS - INCREMENTALLY FUNDED CONTRACTS (NOV 2006)

(a) Of the total price in Section B (or the "Prices" section), only the amount stated on the contract award document or subsequent modifications is now available for payment and obligated under this contract. It is anticipated that from time to time, additional funds will be obligated under the contract until the total price of the contract is obligated.

(b) The Government is not obligated to pay or reimburse the contractor more than the amount obligated pursuant to this clause. The contractor agrees to perform the contract up to the point at which the total amount paid and payable by the Government (including amounts payable for subcontracts and settlement costs if this contract is terminated for convenience) approximates but does not exceed the total amount obligated.

(c)(1) If the contractor considers the funds obligated under this contract to be insufficient to cover the work to be performed until the date specified in Section B, or another date agreed to by the parties, the contractor shall notify the contracting officer in writing and indicate the date on which it expects expended funds to approximate 75 percent of the total amount obligated. The notice shall state the estimated amount of additional funds required to continue performance through the date for which incremental funds is provided.

(2) If, after notification is provided pursuant to paragraph (c)(1) of this clause, additional funds are not obligated, or an earlier date than the date in Section B of this clause is not agreed to, the contractor shall not be obligated to continue performance under this contract (including actions under the termination clause of this contract) beyond the funds obligated for contract performance.

(d) When additional funds are obligated from time to time for continued performance of this contract, the contract shall be modified to increase the funds obligated and to indicate the period of performance for which funds are applicable. The contractor may notify the contracting officer as provided in paragraph (c)(1) of this clause regarding any additional funds obligated.

(e) This clause shall become inoperative upon obligation of funds sufficient to cover the full price stated in the contract, except for rights and obligations then existing under this clause.

(f) Nothing in this clause shall affect the Government's right to terminate the contract for convenience or default.

(End of clause)

MCC 52.232-73 TRAVEL REIMBURSEMENT (MAY 2017)

*Policy.*When authorized as part of the Scope of Work on this contract/order and within the contract/order ceiling and as approved by the Contracting Officer's Representative (COR) and/or other MCC officials as described below, travel expenses incurred in performance of technical directives issued under this contractor/order may be reimbursed as allowed by the Federal Travel Regulations (FTR) in effect at the time of travel. MCC's supplemental policy interpretations are derived from the FTR and cannot grant additional benefits or adjust processes defined in the FTR. Supplemental policies of MCC set forth below:

a) Traveler Responsibilities. All contractor travelers must:

1) Exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business;

2) Travel in accordance with the FTR and the MCC policies included in this document; and

3) Pay any charges or fees associated with non-compliance of FTR or any MCC policies included in this document, and any expenses incurred for personal convenience. For example, the traveler may become personally responsible for travel costs associated with unauthorized use of other than coach class accommodations, failing to follow the Fly American Act requirements, exceeding per diem rates, changing departure or return flights, purchasing unapproved items, etc. regardless of the fact that travel arrangements may have been booked by others (e.g., Travel Agency).

b) Cabin Class Standards

1) The standard cabin class for contractor air-travel is coach class, regardless of destination or travel time.

2) Coach "premium" class may be authorized for destinations which have a travel time of more than 14 hours, consistent with the Federal Travel Regulations and the approval standards outlined in paragraph (f) of this document.

3) Business class travel accommodations will NOT be authorized except as determined through the approval process outlined in paragraph (f) of this document. This approval process is considered to be exceptional, to be part of a trip

by trip analysis, and at the discretion of the government regardless of the destination or travel time.

c) Airlines and Flights. In accordance with the Fly America Act, contractors must use a U.S. flag air carrier service for all travel funded by the government beginning or ending in the U.S. unless a specific exemption to the "Fly America" rule applies. Flights on U.S. air carrier pairings with foreign carriers (i.e., code share flights) are regarded as meeting Fly America requirements if the ticket is issued on the American carrier and there is an American carrier flight number.

*d) Limitation*s. Travel reimbursement, which is part of ODC, shall not exceed the authorized ODC amount on the contract. To be reimbursable, the travel expenses must be:

1) Allowable under the FTR and the provisions of this contract/order and associated technical directives;

2) Approved prior to travel expenditure by the COR; and

3) Allocable and necessary for performance of this contract/order and associated technical directives.

e) Reimbursement Requests. Travel reimbursement requests must be submitted in sufficient time for the COR to give prior approval, and must identify:

1) The name of the traveler.

2) Destination (s) including itinerary.

3) Purpose of the travel; and

4) Cost breakdown.

5) To be reimbursed, invoices including travel expenses must provide a detailed breakdown of the actual expenditures invoiced. Contractor shall maintain the original or legible copy of receipts for all travel expenses invoiced when the expenditure is $75.00 or more. MCC reserves the right to request evidence of any travel expense paid.

f) Approvals. All travel expenses, including rental cars, must be approved by the MCC COR in writing in advance of booking any travel and incurring travel expenses. The following expense types require additional MCC pre-approvals beyond that of the COR. These additional approvals and associated justifications will be documented in writing:

1) Business class - Business class travel is considered to be exceptional, to be determined as part of a trip by trip analysis, and at the discretion of the government regardless of the destination or travel time. To reflect the exceptional nature of this approval, the justification for use of business class must be prepared by the COR and approved in writing by the relevant Managing Director or Deputy Vice President of the organization requesting the contractor to travel. The single exception to requiring this justification and approval for every trip in question is when a State Department approved medical accommodation has been granted. In this case, the approval of the COR and the Contracting Officer only is required after verifying that the medical accommodation is effective for the trip in question and that sufficient funds are available. All justifications must verify that the contractor is required to report for duty the following day or sooner, that the travel time for the trip is at least 14 hours, and that a rest stop will not be taken en route. For audit purposes, all justifications and approvals to this effect must be retained by the COR and the contractor until contract closeout at which point all documentation must be provided to the Contracting Officer for incorporation in the contract file. Below are possible justifications supporting these exceptional requests:

A) Medical accommodation -

MCC has engaged the services of the U.S. Department of Health & Human Services (HHS), Federal Occupational Health Service (FOH), and Medical Employability Program (MEP) for medical accommodations due to disability adjudication. Requests for, and HHS determinations on, medical accommodations for business class travel will be confidential, with only MCC's Travel Office receiving copies of the request and the MED/DP determination. Contractor travelers requesting medical accommodations based upon disability must complete the steps below. Forms are available from the MCC COR and/or PM.

1) Contractor traveler completes the Medical Employability Case Transmittal Form, A127523-S192701-W190333.

Form can be faxed to (301) 492-4783 or e-mailed to medical.employability@foh.hhs.gov with a copy to the MCC Travel Office at mccmedical@mcc.gov.

2) Contractor traveler forwards Physician a copy of the Medical Accommodation Physician's form, which the physician completes, dates, and signs. Once signed, the traveler OR their physician e-mails a scanned .pdf attachment to HHS at medical.employability@foh.hhs.gov. Alternatively, it can be faxed Attn: Medical Employability Program (301) 492-4783.
3) Once both forms have been completed and sent, HHS makes a medical determination based on the information provided by the traveler and the traveler's physician on the HHS/FOH/EMP forms. FOH will send a letter to the POC listed on the transmittal form with recommendations. MCC will not approve any business class accommodations beyond normal MCC guidelines unless the traveler has completed the medical accommodation paperwork and received a positive response from FOH/MEP.
4) Contractor must note that the process can take several weeks and will depend on how quickly HHS/FOH/MED receives the information (including communication with treating physicians).

B) Sanitation/Health- Coach accommodations on an authorized/approved foreign air carrier do not provide adequate sanitation or health standards.

C) Savings- Flying in non-coach status would involve significant cost savings to MCC when compared to the lowest price non-refundable or restricted coach class fare.

D) Availability - No space is available in coach-class accommodations in time to accomplish the mission, which is urgent and cannot be postponed. (Note: this justification should not be used based on the lack of advanced planning by the contractor or the COR).

E) Security - Exceptional security circumstances require other than coach-class airline accommodations.

F) Mission critical agency requirement - circumstances in which a critical agency priority or project will incur delay or degradation without the intervention of a contractor and that intervention urgently requires other than coach class ticketing.

2) Coach "premium" class - coach "premium" class must be approved by the COR, subject to the availability of funds on the contract/order, and:

A) The origin and/or destination are OCONUS; and

B) The scheduled flight time including non-overnight stopovers and change of planes, is in excess of 14 hours. Scheduled flight time is the flight time between the originating departure point and the ultimate arrival point including scheduled non-overnight time spent at airports during plane changes. Scheduled non-overnight time does not include time spent at the originating or ultimate arrival airports. And;

C) The contractor is required to report to duty the following day or sooner; and

D) The contractor does not take a rest stop en route or a rest period upon arrival at the duty site.

3) Rest Stops - must be approved by the COR and cannot exceed 24 hours.

NOTE: **Travelers may upgrade flight accommodations at their own expense or through the use of frequent flyer miles if the coach airfare is upgradeable at no extra cost to MCC.**

(End of clause)

MCC 52.232-74 ODC REIMBURSEMENT (JAN 2007)

Other Direct Charges (ODCs) will be reimbursed for direct costs as provided in the contract and/or task order. To be

reimbursed, invoices including ODCs, must provide a detailed breakdown of the actual expenditures invoiced. The contractor shall maintain the original or legible copy of receipts for all ODCs invoiced. MCC reserves the right to request evidence of any ODC reimbursed. To assure timely reimbursement of ODC's, the contractor is strongly encouraged to submit charges within 45 days of the expense.

(End of clause)

52.242-70 MCC 52.242-70 CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) REGISTRATION (NOV 2019)

The Millennium Challenge Corporation (MCC) utilizes the Contractor Performance Assessment Rating System (CPARS) to evaluate contractor performance (see FAR, Subparts 42.1502 and 42.1503). Contractors doing business with MCC are required to register in CPARS accessible via the Internet at: **http://www.cpars.gov.** An evaluation of contractor performance using the CPARS is mandatory for all contract actions exceeding the simplified threshold, but may be conducted for contract actions lower than that amount should significant events occur such as a contract termination or extraordinary contract performance by the contractor. Inquiries regarding the registration process should be addressed to the CPARS help desk. The email address is **WEBPTSMH@NAVY.MIL**and the telephone number is (207) 438-1690. As part of this process, the contractor must determine who will serve as their CPARS "Contractor Representative" in the CPARS system. If, at any time, the contractor makes a determination that their CPARS Contractor Representative needs to change to a different individual, the contractor must contact MCC via email at the address CPARS@mcc.gov to notify MCC of the change so that appropriate action can be taken by MCC's CPARS Focal Points to ensure that the contractor receives timely notification of their evaluation. Failure to do so may result in the contractor not receiving their evaluation in a timely manner and may result in the contractor not receiving the opportunity to provide comments in response to MCC's evaluation. The email notification to CPARS@mcc.gov must contain the following information:

1. Name and email address of previous CPARS Contractor Representative

2. Name and email address of new CPARS Contractor Representative

3. Contract and order number (if applicable) of each affected contract that the contractor has with MCC.

(End of clause)

MCC 52.243-70 INCREASE IN SERVICES (OCT 2006)

The services described in Sections B and C (statement of work) represent the Government's best estimate for known requirements at this time. However, due to the uncertainty of the work, the Government reserves the right to add or delete services if the need arises.

(End of clause)

MCC 52.245-70 CONTRACTOR ACQUIRED MCC GOVERNMENT PROPERTY OVERSEAS (JULY 2012)

Property and equipment (hereafter stated "property") that MCC Contractors (other than Personnel Service Contractors) acquire and for which they receive MCC reimbursement through the invoice process is Government (MCC) owned property. Government property is to be used, monitored, and inventoried in accordance with FAR Part 45, Subpart 45.5 Management of Government Property in the Possession of Contractors, as well as MCC Policy 350, "Policies and procedures on Property, Plant, and Equipment." The contractor should start a running property inventory as soon as it begins to procure property and equipment the cost of which is charged back to the Government. The Contractor shall furnish a copy of such inventory to the COR semi-annually or at least as the contract is in its final stages of completion if its duration does not exceed six months. Mandatory fields on the inventory include: The Contractor's Name; the Contractor Number; the Country Location and address location; a description of the item with model number serial number, and manufacturer; the acquisition date and cost; the Quantity; the expected life; and its condition at the time of the report. The contractor is responsible for removing US Government identification from property that is to be abandoned.

(End of Clause)

Section H

H.1 ALTERNATE DISPUTE RESOLUTION

Alternate Dispute Resolution (ADR) procedures increase the opportunity for relatively inexpensive and expeditious resolution of issues in controversy. These procedures may be used at any time that the Contracting Officer has authority to resolve the issue in controversy. If the Contractor submits a claim, ADR procedures may be applied to all or part of the claim procedures are used after the issuance of a Contracting Officer's final decision, the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision are not altered. The Contractor must certify its claim in accordance with FAR 33.207. When ADR procedures are used after the issuance of a Contracting Officer's final decision, the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision are not altered.

H.2 MCC NON-PERSONAL SERVICES

a. The Government and the Contractor understand and agree that the services delivered by the Contractor to the Government are non-personal services. The parties also recognize and agree that no employer-employee exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees.

b. Contractor personnel under this contract shall not:

   (1) Be placed in a position where there is an appearance that they are employed by a Federal Officer or are under the supervision, direction, or evaluation of a Federal Officer.
   (2) Be placed in a position of command, supervision, administration or control over Government personnel.

H.3 NON-DISCLOSURE OF INFORMATION

a. The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless—

   (1) The Contracting Officer has given prior written approval; or
   (2) The information is otherwise in the public domain before the date of release.

b. Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

c. Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of this contract. In the performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of Government data and shall ensure that all work performed by its subcontractors shall be under the direction of the Contractor or the Contractor's responsible employees.

   Each officer or employee of the Contractor and any of its subcontractors to whom any Government data may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for that purpose and to the extent authorized herein. Further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to $10,000, or imprisoned up to ten years, or both.

d. The Contractor's procedures for protecting against unauthorized disclosure of information shall not require MCC employees or staff to relinquish control or access of their work products, whether classified or not, to the Contractor.

e. The Contractor agrees to include a similar requirement in each subcontract or teaming arrangement under this contract. Subcontractors/Team Partners shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

f. In addition, Compact information that is specific to a particular country (e.g. compact proposal and agreement information) shall not be disclosed to persons in another country by Contractor personnel during the course of this contract.

H.4 PUBLIC RELEASE AND DISSEMINATION OF INFORMATION

The Millennium Challenge Corporation (MCC) is committed to public release and dissemination of information generated by contract performance. However, any release of information to the public will be done by MCC unless the contractor is otherwise authorized by the Contracting Officer.

H.5 REMOVAL OF CONTRACTOR'S EMPLOYEES

The Contractor agrees to use only experienced, responsible, and capable people to perform the work. The Contracting Officer may require that the Contractor remove from the job, employees who endanger persons or property, or whose continued employment under this contract is inconsistent with the interest of the MCC mission or security.

H.6 MCC SUBCONTRACTING GOALS (Not Applicable to Small Business)

The Prime Contractor shall provide the maximum possible subcontracting opportunities for small business participation in the performance of this contract. Included in this definition of small business is small business, veteran-owned service-disabled small business, HUBZone small business, small and disadvantaged business, and woman-owned small business. MCC's goals for each are: small – 23%; small and disadvantaged business – 5%; HUBZone – 3%; woman-owned small business – 5%; and veteran-owned service-disabled small business– 5%.

H.7 MCC TECHNICAL DIRECTION

a. Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Representative (COR), and any Government Project Monitors, (PM), who shall be specifically appointed, and responsibilities identified, by the Contracting Officer in writing in accordance with MCC policy. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

b. The COR/Government PM does not have the authority to, and shall not, issue any instruction purporting to be technical direction that—

   (1) Constitutes an assignment of additional work outside the statement of work;
   (2) Constitutes a change as defined in the changes clause;
   (3) Constitutes a basis for any increase or decrease in the total estimated contract/Contract cost, the fixed fee (if any), or the time required for contract/Contract performance;
   (4) Changes any of the expressed terms, conditions, or specifications of the contract/Contract; or
   (5) Interferes with the contractor's rights to perform the terms and conditions of the contract/Contract.

c. Technical direction may be oral or in writing; however, the COR or government PM shall confirm oral direction in writing within five workdays.

d. The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR or PM in the manner prescribed by this clause and within the COR's/PM's authority. If, in the Contractor's opinion, any instruction or direction by the COR/PM falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 workdays after receiving it (either orally or in writing, whichever comes first) and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract/Contract modification within a reasonable time or advise the Contractor in writing within 30 days that the

instruction or direction is —

(1) Rescinded in its entirety; or
(2) Within the requirements of the contract/Contract and does not constitute a change under the changes clause of the contract/Contract, and that the Contractor should proceed promptly with its performance.

e. A failure of the contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract/Contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

f. Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COR/PM shall be at the Contractor's risk.

H.8 KEY PERSONNEL

a. The key personnel identified below are considered to be essential to work performance. During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

b. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required below.

c. After the initial 90-day period, the Contractor shall submit the information required by the paragraph below to the Contracting Officer at least 15 days prior to making any permanent substitutions or additions.

d. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitute(s); the résumé(s) of the proposed substitute(s); written certification that the proposed substitute(s) meets the key personnel qualification requirements identified below; and any additional information requested by the Contracting Officer. Proposed substitutes shall have comparable qualifications to those of the persons being replaced.

e. The Contracting Officer will notify the Contractor within fifteen (15) calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

f. The Contractor shall assign to this contract the following key personnel:

_____, Partner/Counsel/Senior Attorney

_____, Associate

_____, Legal Assistant/Paralegal

H.9 KEY PERSONNEL QUALIFICATIONS

Partner

An attorney possessing at least 10 years of experience, and a degree allowing the practice of law (e.g., JD, LLM, or equivalent).

Associate

An attorney possessing less than 10 years of experience and a degree allowing the practice of law (e.g., JD, LLM, or equivalent).

Legal Assistant/Paralegal

A staff member with relevant work experience, minimum of three (3) years of experience in these positions, ideally possessing a legal assistant/paralegal certification or bachelor's/associate's degree.

H.10 ADDITIONAL TEAM MEMBERS/LABOR CATEGORIES

Additional staffing will be left to the Contractor to determine, based on the proposed methodology and approach. Examples of additional roles/labor categories include: Sub-Consultant Attorney, etc. Also, to increase cost effectiveness, offerors may propose different *levels* of the identified categories for team members with more/less experience (e.g., Senior Attorney I, II, III). Note that all proposed labor categories must be accompanied by a job description as stated in footnote 3 under Section B.4 – Labor Rates and Other Direct Costs (ODCs).

Section I - Contract Clauses

Clauses incorporated by reference

Article Number	Reference Text
52.204-13	52.204-13 System for Award Management Maintenance (OCT 2018)
52.204-18	52.204-18 Commercial and Government Entity Code Maintenance (AUG 2020)
52.204-19	52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)
52.212-4 Alt I	52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services (Nov 2023) Alt I (Nov 2021)
52.216-31	52.216-31 Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Acquisition (Nov 2021)
52.227-14	52.227-14 Rights in Data-General (MAY 2014)
52.232-1	52.232-1 Payments (APR 1984)
52.232-9	52.232-9 Limitation on Withholding of Payments (APR 1984)
52.232-39	52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
52.232-40	52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.245-1	52.245-1 Government Property (SEP 2021)
52.245-9	52.245-9 Use and Charges (APR 2012)

Clauses incorporated by full text

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (Oct 2025)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its

successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

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

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

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

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

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

_____ (4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

X (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(6) [Reserved].

X (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

_____ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

_____ (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

_____ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115–390, title II).

_____ (11) (i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

_____ (ii) Alternate I (DEC 2023) of 52.204–30.

X (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) (31 U.S.C. 6101 note).

X (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(14) [Reserved].

_____ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

_____ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(17) [Reserved]

_____ (18)(i) 52.219-6, Notice of Total Small Business Set-Aside (Oct 2022 (15 U.S.C. 644).

_____ (ii) Alternate I (Mar 2020) of 52.219-6.

_____ (19)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

_____ (ii) Alternate I (Mar 2020) of 52.219-7.

X (20) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)).

X (21)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).

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

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

_____ (iv) Alternate III (Jun 2020) of 52.219-9.

_____ (v) Alternate IV (Jan 2025) of 52.219-9.

_____ (22)(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020)(15 U.S.C. 644(r)).

_____ (ii) Alternate I (Mar 2020) of 52.219-13.

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

X (24) 52.219-16, Liquidated Damages - Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

_____ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

X (26) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).

_____ (ii) Alternate I (Mar 2020) of 52.219-28.

_____ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

_____ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

_____ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

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

X (31) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

_____ (32) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2025)(E.O. 13126).

X (33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (34) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

_____ (ii) Alternate I (Feb 1999) of 52.222-26.

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

_____ (ii) Alternate I (Jul 2014) of 52.222-35.

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

_____ (ii) Alternate I (Jul 2014) of 52.222-36.

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

X (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (39)(i) 52.222-50, Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627).

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

X (40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

_____ (41)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

_____ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, et seq.).

_____ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, et seq.).

_____ (44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, et seq.).

_____ (45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, et seq.).

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

_____ (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

_____ (ii) Alternate I (Jan 2017) of 52.224-3.

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

_____ (ii) 52.225-1, Alternate I (Oct 2022) of 52.225-1.

_____ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

_____ (ii) Alternate I [Reserved].

_____ (iii) Alternate II (Dec 2022) of 52.225-3.

_____ (iv) Alternate III (Nov 2023) of 52.225-3.

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

_____ (50) 52.225-5, Trade Agreements (Nov 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

_____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

_____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

_____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

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

_____ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

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

X (59) 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (Oct 2018) (31 U.S.C. 3332).

_____ (60) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

_____ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

_____ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

_____ (63) 52.240-1,Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

X (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

_____ (65)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 (b) and 10 U.S.C. 2631).

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

_____ (iii) Alternate II (Nov 2021) of 52.247-64.

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

_____ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

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

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

_____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (JAN 2021) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

_____ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

_____ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

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

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

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

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

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

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

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

(ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

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

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

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

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii) (A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

(B) Alternate I (DEC 2023) of 52.204–30.

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(x) 52.222-26, Equal Opportunity (Sep 2015) (E.O. 11246).

(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

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

(xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xvi) (A) 52.222-50, Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

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

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

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1,Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 (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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 Option to Extend Services (NOV 1999)
The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days.

(End of clause)

52.217-9 Option to Extend the Term of the Contract (MAR 2000)
(a) The Government may extend the term of this contract by written notice to the Contractor within within the active period of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years (60 months) .

(End of clause)

52.244-2 Subcontracts (JUN 2020)
(a) Definitions. As used in this clause-

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

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

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

_____

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

_____

(End of clause)

52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

https://www.acquisition.gov/browse/index/far

(End of clause)

Section J - List of Documents, Exhibits, and other Attachments

None

Clauses incorporated by reference

None

Clauses incorporated by full text

Section J
J.1 Policy on Engagement of Outside Legal Counsel

J.2 MCC Current/Incumbent Local Counsel Engagements

J.3 Past Performance Questionnaire

Section K - Representations, Certifications, and Other Statements of Offerors

Clauses incorporated by reference

Article Number	Reference Text
52.204-17	52.204-17 Ownership or Control of Offeror (AUG 2020)
52.204-19	52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)
52.225-25	52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications (JUN 2020)

Clauses incorporated by full text

52.209-7 Information Regarding Responsibility Matters (OCT 2018)
(a) *Definitions*. As used in this provision-

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

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

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

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

(End of provision)

52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services (Oct 2025)

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

(a) Definitions. As used in this provision—

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

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

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

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

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

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

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

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

Sensitive technology—

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

specifically—

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

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

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

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern—

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

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

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) Service-disabled veteran, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern—

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

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

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that—

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

(i) One or more socially disadvantaged (as defined at13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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

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

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

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

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least51 percent of the stock of which is owned by one or more women; and

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

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

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

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

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the

purposes of this solicitation only, if any.

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

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

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

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

(i) It ☐ is, ☐ is not a small business concern; or

(ii) It ☐ is, ☐ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(2) Veteran-owned small business concern. [Complete only if the 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) *SDVOSB 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 that it ☐ is, ☐ is not an SDVOSB concern.

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program.* The offeror represents that it ☐ is, ☐ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.*] [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(5) 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 124.1001.

(6) 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.

(7) WOSB joint venture eligible under the WOSB Program. The offeror represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(8) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

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

(9) Women-owned business concern (other than small business concern). [Complete only if the 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.

(10) 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:_____

(11) 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, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Representations required to implement provisions of Executive Order11246-

(1) Previous contracts and compliance. The offeror represents that-

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 http://uscode.house.gov/ U.S.C. 1352). (Applies only if the contract is expected to exceed $200,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) (i) The Offeror certifies that each end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

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

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," " end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign *End Products*:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

(3) Domestic end products containing a critical component:

Line Item No. ___

[List as necessary]

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

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

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

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

(ii) The 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
_____	_____
_____	_____
_____	_____

(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. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Line Item No. ___

[List as necessary]

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

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

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

Israeli End Products:

Line Item No.
_____
_____
_____

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

(g)(1)(i)(B) The terms "Korean end product", "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act."

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

Korean End Products or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

Line Item No.	Country of Origin
_____	_____

(4) 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)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The 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
_____	_____
_____	_____
_____	_____

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(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 publicin the course of normal business operations;

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

☐TIN: _____.

☐TIN has been applied for.

☐TIN is not required because:

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

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

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

(4) Type of organization.

☐Sole proprietorship;

☐Partnership;

☐Corporate entity (not tax-exempt);

☐Corporate entity (tax-exempt);

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

☐Foreign government;

☐International organization per 26 CFR1.6049-4;

☐Other _____.

(5) Common parent.

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

☐Name and TIN of common parent:

Name _____.

TIN _____.

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

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

(2) Representation. The Offeror represents that–

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

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

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

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

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

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

(2) The Offeror represents that–

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

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

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

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

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

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

Predecessor legal name:_____.

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

(s) [Reserved].

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a

quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

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

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

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

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

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

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

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

(2) The Offeror represents that–

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

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

(End of Provision)

Section L - Instructions, Conditions and Notices to Offerors

Clauses incorporated by reference

Article Number	Reference Text
52.204-7	52.204-7 System for Award Management (NOV 2024)

52.204-16	52.204-16 Commercial and Government Entity Code Reporting (AUG 2020)
52.212-1	52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (Sep 2023)
52.214-34	52.214-34 Submission of Offers in the English Language (APR 1991)
52.214-35	52.214-35 Submission of Offers in U.S. Currency (APR 1991)
52.216-31	52.216-31 Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Acquisition (Nov 2021)

Clauses incorporated by full text

52.204-71 MCC 52.204-71 NOTICE OF MCC ELECTRONIC MAIL FILTERS (JUNE 2019)
Offerors and other interested parties are hereby notified that the Millennium Challenge Corporation utilizes electronic mail filters for security purposes that may block certain messages from unknown or suspicious senders and certain potentially malicious file types. As such, the following information and guidance is provided:

a) General Inquiries, Questions, and/or Submission of Quotes/Proposals. As unrecognized or unknown senders may be blocked by MCC's email security measures, Offerors and interested parties are advised of the following:

1. Offerors and interested parties must conform to any submission instructions included in this solicitation or notice, including referencing any solicitation or notice number(s) identified in the subject line of any communications regarding it to minimize the chance that the message will be identified as spam or as a suspicious message.

2. MCC considers Offerors and interested parties responsible for confirming with MCC personnel that messages containing such communications, including general inquiries about MCC solicitations, questions regarding MCC solicitations, and electronic submissions of quotes or proposals have been received.

3. As a general practice, MCC acknowledges receipt of inquiries about a solicitation, questions about a solicitation, or submission of quotes/proposals in writing, so if such an acknowledgement has not been received, then the offeror or interested party should contact MCC directly for confirmation of receipt.

4. This verification should be completed by contacting MCC personnel identified directly in this solicitation or notice regarding the inquiry, question, or quote/proposal via telephone number if a confirmation of receipt or acknowledgement is not returned by MCC personnel. As such, Offerors and interested parties, if submitting questions or quotes/proposals that are time-sensitive, must provide sufficient time to contact MCC and verify receipt prior to any quotation/proposal/question due date.

b) Blocked and Unacceptable File Types. Offerors and interested parties are advised that due to current cybersecurity threats, MCC currently blocks attachments containing extensions that run programs. These include any files that contain or are executables, macros, and other extensions that present a threat. As such the Offeror must not use any of these file extensions and remove all macros from Microsoft Office documents (Word, Excel) or their inquiry, question, or quote/proposal will be blocked, preventing receipt of the message by MCC and potentially preventing the Offeror from being considered for award. The following are examples of file types that are blocked, however this list is not exhaustive or fully-inclusive as additional, similar file types may be blocked in the future:

.vbs (Microsoft visual basic scripting)

.vbe (VBScript Encoded Script File)

.scr (script)

.reg (registration file)

.jar (java file extension)

.exe (executable)

.docm (word with macros)

.xlsm (excel with macros)

.pptm (powerpoint with macros)

.app (executable)

.ani (animation files)

.ace (data compression archive file format used by WinAce)

.ico (image file format)

.js (java script)

.zip (compression file)

(End of clause)

MCC 52.204-72 COVER LETTER REQUIREMENTS AND IDENTIFICATION OF POINTS OF CONTACT (NOV 2019)

Offerors/quoters must provide a Cover Letter signed by an individual authorized to commit the company to the quote/proposal. The cover letter must include the Offeror/Quoter's Business Entity Name, Address, Point of Contact, Phone Number, Email and DUNS number and identify all enclosures included in the quote/proposal**. In addition, the Offeror/quoter must identify the company's anticipated Contractor Performance and Assessment Reporting System (CPARS) Contractor Representative, to include the individual's full name, telephone number and email address.** The letter shall reference the solicitation number and acknowledge that it transmits an offer in response to the solicitation and amendment(s). It shall state: **Quote validity for 90 days after submission.**

(End of Clause)

52.213-70 MCC 52.213-70 EXCLUSION OF QUOTES AND PRE-AWARD COMMUNICATIONS WITH OFFERORS (JUNE 2019)

At any time prior to award, including upon receipt of quotes, the Government may exclude a quote from further consideration for reasons such as (but not limited to): non-compliance with instructions related to this solicitation; the quote is not among the most highly rated; or the quote is not likely to be selected for award. The Government need not notify a Quoter that its quote has been excluded from further consideration nor need it provide the Quoter with a pre-award debriefing. However, the Quoter will be provided post-award notification and if requested, a brief explanation of the basis for the award decision.

After receipt of quotes, the Government will conduct an evaluation. The Government intends to evaluate quotes and issue a contract without communications with offerors. However, during the evaluation process, the Government may, solely at its discretion, communicate with a Quoter for any purpose, such as to gain a better understanding of the quote. As a result of such communication, the Government may allow Quoters to submit quote revisions. If quote revisions are allowed, the Government may, solely at its discretion, impose non-common due dates for the revisions. In other words, the Government may elect to have a quote revision date for a Quoter that is different than the quote revision date for another Quoter(s). The Government need not conduct communications with all Quoters. Rather, the Government may, at its discretion, conduct communications with one or only some Quoters. Furthermore, the Government need not permit all Quoters to submit quote revisions. Rather, the Government may, at its discretion, seek quote revisions from only one or only some Quoters.

(End of clause)

Section L

L.1 GENERAL INFORMATION REQUIRED TO PREPARE OFFERS

Quoters must provide comprehensive information on all pertinent aspects of the effort being offered to enable the Government to evaluate the Quoter's understanding of and capability to meet all the stated requirements covered in the Statement of Work (SOW).

The Quoter shall provide sufficient detail to substantiate the validity of all stated claims. Further, the Quoter shall indicate that it will comply with each requirement of the solicitation and shall explain how compliance will be achieved. Clarity, completeness and conciseness are essential, and the overall breadth and depth of the quote will be evaluated in the context of being representative of the Quoter's capabilities.

L.2 DISCREPANCIES

If a Quoter believes that the requirements in these instructions contain an error or omission, or are otherwise unsound, the Quoter shall immediately notify the Contracting Officer in writing with supporting rationale. The Quoter is reminded that the Government reserves the right to award this effort based on the initial quote, as received, without clarifications or discussions.

L.3 INQUIRIES/QUESTIONS CONCERNING THE SOLICITATION

All questions concerning this solicitation must be addressed in writing by e-mail to Regina Maxwell at maxwellre@mcc.gov no later than **July 7, 2026** at **10:00 a.m. Eastern Daylight Time (EDT)**. Before the closing date of the solicitation, MCC will issue an RFQ amendment with its responses to all questions received.

L.4 QUOTATION DUE DATE

The quotation due date is **July 22, 2026 at 10:00 a.m. Eastern Daylight Time (EDT)**. All quotations must be provided in electronic format to maxwellre@mcc.gov.

L.5 QUOTATION RESPONSE SUBMISSION

Offerors shall ensure that the solicitation number "**95332426Q0024**" is included in the subject line of their e-mail response. Failure to do so may cause a quotation to not be considered. It is the responsibility of the offeror to ensure that their quotation is received by the Government on time as identified in paragraph L.4 above. It is standard practice for MCC to acknowledge receipt of a quote via email response to the original submission.

L.6 QUOTATION VOLUMES

Each Offeror's quotation submitted in response to this solicitation shall be prepared as two electronic volumes:

- Volume I – Technical Quotation, including Oral Presentation ***(no reference to pricing in this volume)***
- Volume II – Cost Quotation

Offerors shall submit a one to two-page cover section on each volume. This shall include company points of contact for technical and pricing related questions, acknowledgement of all amendments, and a statement confirming the offeror's agreement with all terms, conditions, and provisions included in the solicitation.

L.7 QUOTATION FORMAT

- **Cover Letter:** The first page of the technical volume shall include a cover letter signed by an individual authorized to commit the company to the quote. The cover letter shall include the following information (in addition to any other requirements listed in MCC 52.204-72 *Cover Letter Requirements and Identification of Points of Contact*):

- RFQ Number: 9532426Q0024
- Acknowledgement of any solicitation amendment(s) issued;
- Prime Contractor's UEI number;
- List of all enclosures being transmitted as part of the quote;
- Quote validity period (quotes must be valid for a *minimum* of 90 days after submission); and
- Names and telephone numbers of person(s) authorized to conduct negotiations, as well as the name of the official authorized to bind the Offeror's organization

- Files shall be formatted to print on 8.5 x 11-inch paper, with the exception of charts, such as MS-Project, that can be presented on 11 x 17-inch pages.
- Single-spaced typed lines, including figures and glossaries.
- 1-inch margins.
- Times New Roman font, no smaller than 12-point for text.
- Times New Roman font, 10-point for spreadsheets and any font size for graphics as long as they are legible.
- Submission format: PDF, Microsoft Word and/or Excel (Note: Price tables *must* be submitted in Excel format).
- All quotation pages must be numbered.

L.8 PAGE LIMITS

Volume I – Technical Quotation is limited to **30 pages**. Pages beyond this number will not be read or evaluated (Note: cover pages, executive summaries/cover letters, and tables of content do ***not*** count toward the page limit).

Résumés, CVs, letters of commitment (if applicable), and Contractor Performance Assessment Reports (CPARs) may be included in an appendix to the Technical Quotation without a page limit.

Any other information included in the appendix will *not* be evaluated and **MCC reserves the right to eliminate a vendor from consideration for award if additional information is included. Appendices to the Technical Quotation shall be submitted as a separate electronic file from the Technical Quotation.**

Volume II – Cost Quotation has no page limitation. ***NOTE: Price tables must be submitted in Microsoft Excel format.***

L.9 VOLUME I – TECHNICAL QUOTATION

L.9.1. This volume must not contain any reference to cost/price but shall include proposed labor categories and hours. Resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical quotation so that the Contractor's understanding of the requirements may be evaluated, if applicable.

L.9.2. The Technical Quotation shall be prepared in such a manner as to enable the Government reviewers to conduct a thorough evaluation and arrive at a determination of the quotation which provides the best value to the Government.

L.9.3. The Technical Quotation shall be specific, detailed, and complete to clearly and fully demonstrate that the Offeror has a thorough understanding of the requirements set forth in the solicitation. A mere restatement of the requirements will not suffice.

L.9.4. Specifically, the Technical Quotation shall address the requirements in Section C of this solicitation, including:

Section 1: Technical Approach

This section shall demonstrate the Offeror's understanding of the requirements of the Statement of Work (SOW), the problems to be resolved, and the Offeror's technical approach to satisfying the needs of the Government as reflected in the solicitation. It must also contain a complete and detailed plan for achieving the objectives, analyses, and tasks which are included in this solicitation.

Specifically, the Offeror shall describe its approach to requests for advice on the topics listed in Section C – Statement of Work (SOW). This section must clearly demonstrate the following:

i. An understanding of MCC's authorizing legislation, the Millennium Challenge Act.

ii. An understanding of the process intended to result in a compact and/or threshold program between an MCC-eligible country and MCC, including the ability to assess the need for compact- and/or threshold-related agreements in each compact and/or threshold as stated in Section C.

iii. An understanding of the political and legal infrastructure in MCC-eligible countries, including the laws and regulations associated with corporate governance, procurement of goods and services, and the tax implications of a compact/threshold to support program implementation as described in Section C.

iv. An understanding of international business transactions, the structure of complex international financial transactions, experience with donor and multilateral organization assistance in developing countries, and the implementation and management of infrastructure programs in MCC-eligible countries as reflected in Section C.

v. An understanding of how to resolve legal issues during the compact/threshold implementation phase as specified in Section C.

vi. Experience representing either the U.S. or foreign governments in the developing countries in which MCC works: https://www.mcc.gov/where-we-work

vii. The ability to supply attorneys with the legal experience and acumen to perform assigned tasks in MCC eligible countries.

viii. The ability to lead efforts on behalf of MCC to select and manage local counsel as specified in Section C.

ix. Describe the methodologies for providing advice to MCC, to include use of metrics to measure progress.

x. Identify any unique or innovative approach or methods you intend to implement that will optimize operating efficiency and maintain cost control.

Section 2: Management Approach, Transition Plan and Staffing Plan

Describe the offeror's proposed methodology and approach to managing this requirement including information that demonstrates the offeror's understanding of the activities as they relate to the project difficulties and risks; the rationale for the selected approach to execute specific tasks; and the roles and relationships between proposed personnel, firm, project management, quality control, and subcontractors (if any), including how the offeror will transition the work responsibilities of current local counsel subcontractors.

This section shall include the Offeror's transition plan that outlines a strategy for ensuring a seamless transition and continuity of operations. A seamless and effective transition of ongoing management tasks is of critical importance. The Offeror shall explain the management controls, procedures and methods necessary to ensure adequate personnel staffing and management of subcontracts. The transition plan shall: (a) describe how the Offeror's organization will be staffed, trained, managed and ready to meet the requirements of the SOW within 90 days of contract award; and (b) explain the Offeror's approach to planning and implementing a transition process designed to mitigate any disruption or degradation of services. See Section J Attachment J.2 for a list of current/incumbent outside counsel in-country firms.

This section must also include the proposed organizational structure of the contract, including all key personnel and their respective roles. Further, this section shall include the Offeror's approach to management of Contractor staff (e.g., Partner; Associate; and Legal Assistant/Paralegal, etc.) work as well as the work of local counsel in assigned countries. The staffing plan shall include support personnel that have demonstrated experience related to the specific tasks identified in Section C as well as knowledge of the geographical region and locality of MCC eligible countries.

The CVs of all proposed key personnel; CVs shall not exceed 3 pages in length. CVs shall be presented in an organized, coherent manner. The CVs will not be included in the page limit for Volume I and should be organized where each CV is attached to the letter of availability of the respective personnel.

The Offeror must provide a table demonstrating how key personnel and, if applicable, non-key personnel satisfy the required qualifications listed in Section H.9. For Key Personnel, the table should be formatted as follows (please note the narrative must be limited to three (3) pages, *including* the table(s)) and is subject to the Page Limits *stated* in Section L.8 above:

Key Personnel Position	Qualification Requirement	Proposed Candidate(s)	Specific Evidence of Qualification (Brief)
Partner	An attorney possessing at least 10 years of experience, and a degree allowing the practice of law (e.g., JD, LLM, or equivalent).	[Name of proposed candidate]	[Explain how proposed candidate meets the qualification requirement(s)]
Associate	An attorney possessing less than 10 years of experience and a degree allowing the practice of law (e.g., JD, LLM, or equivalent).	[Name of proposed candidate]	[Explain how proposed candidate meets the qualification requirement(s)]
Legal Assistant/Paralegal	A staff member with relevant work experience, minimum of three (3) years of experience in these positions, ideally possessing a legal assistant/paralegal certification or bachelor's/associate's degree.	[Name of proposed candidate]	[Explain how proposed candidate meets the qualification requirement(s)]

Additionally, quotations shall include CVs/résumés for each proposed team member, specifically identifying depth of relevant subject matter expertise, and prior experience. Letters of Commitment are required for key personnel *only*. Both **CVs and Letters of Commitment** must be included in the appendix to the Technical Quotation.

Section 3: Past Performance

The Quotation shall include information on at least three (3) current or past projects of similar scope and size including project points of contact using the following matrix. At least two of the three references must be for the prime contractor; one of the three may be for a significant subcontractor/partner:

Contract/Task Order Number	**Period of Performance (Base & Options)**	**Contract/Task Order Value**
	Technical POC:	
Name	**Email**	**Tel. Number**
	Contractual POC:	
Name	**Email**	**Tel. Number**
	Project Description:	
	Relevance to MCC Legal Advisory Services:	

The three (or more) matrices must be included within Volume I and are subject to the page limits references above. Offerors shall *not* include additional past performance matrices in the appendix to Volume I. If an offeror does not have three relevant references, they should state so within the past performance section of their Technical Quotation. Per Section M, lack of relevant performance history will have no negative or positive evaluated significance.

In addition, each client reference identified in the matrices shall submit a completed Past Performance Questionnaire (see Section J). The offeror's references must submit their completed Past Performance Questionnaires to maxwellre@mcc.gov by the quotation due date and time. Past Performance Questionnaires that are received from client references after the quotation due date and time may not be considered; however, MCC reserves the right to accept and consider late past performance questionnaires if determined to be in the best interest of the Government.

Past performance questionnaires are NOT required for MCC projects on which the offeror served as the prime contractor.

In lieu of the past performance questionnaire, offerors may choose to submit a copy of a completed CPAR record. CPAR records may be included in the appendix to Volume I.

L.10 VOLUME II – COST QUOTATION

L.10.1. The price template at Section B.4 of this solicitation must be used by all Offerors in the preparation of their cost quotation. **Price tables must be submitted in Microsoft Excel format;** offerors may copy their price tables into a PDF or Word document to accompany the narrative portion of their cost quotation, but the underlying Excel file must be provided, with formulas incorporated as applicable.

L.10.2. Negotiated labor rates shall be fixed for the duration of each contract period (i.e., Base, Option 1, etc.).

L.10.3. For each contract period, labor categories and rates shall be provided in Excel spreadsheet format to show labor category, labor rate, number of hours (level of effort) and total cost. See price templates at Section B.4.

L.10.4. Other Direct Costs (ODCs) shall be identified in spreadsheet format as shown at Section B.4 and shall support the offeror's proposed technical approach. Any proposed indirect rates (e.g., G&A) must be included in the offeror's quotation.

L.10.5. Volume II shall also contain the following administrative items:

- Signed/completed SF-1449 (Page 1 of solicitation)
- Signed SF-30 for all solicitation amendments (or written acknowledgement of such amendments in a cover letter)
- Representations and certifications (see Section K)
- Clear identification of the offeror's UEI number
- Copy of the offeror's Negotiated Indirect Cost Rate Agreement (NICRA), if applicable
- Significant cost/price assumptions
- Functional description of each proposed labor category, including essential and non-essential tasks, reporting relationships, minimum education and experience qualification requirements, etc. (See footnote 3 underneath the price templates in Section B.4)

Section M - Evaluation Factors for Award

Clauses incorporated by reference

None

Clauses incorporated by full text

Section M
52.212-2 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:

(i) Technical Capability; (ii) Past Performance; and (iii) Price

Technical and past performance, when combined, are 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)

M.1. EVALUATION FACTOR 1: Technical Capability

Within this Factor 1, the Sub-Factors are ranked in descending order of importance.

i. *Sub-Factor 1: Technical Approach*

The Government will assess the Quoter's overall ability to provide outside legal counsel services to MCC in accordance with the requirements of the SOW. Specifically, the Government will evaluate the Quoter's understanding of the scope of work, to include all the elements described at Section L.9., Section 1.

ii. *Sub-Factor 2: Management Approach, Transition Plan and Staffing Plan*

The Government will review and evaluate the Quoter's proposed organizational structure, including its proposed approach to management of prime Contractor staff and the work of local counsel in assigned countries. The Government will also evaluate the qualifications of the Quoter's proposed key personnel in accordance with the requirements stated in Section H.

Finally, the Government will evaluate the feasibility/realism of the Quoter's proposed transition plan and any risks associated with the plan. Specifically, the Government will evaluate the Quoter's ability to seamlessly transition services from the existing Contractor(s) to their local counsel firms, including the proposed approach to planning and implementing a transition designed to mitigate any disruption or degradation of legal advisory services.

M.2. EVALUATION FACTOR 2: Past Performance

The Quoter's past performance will be evaluated based on one or more sources of information including, but not limited to, past performance questionnaires, project descriptions, past performance information contained in various government databases, and other sources. The evaluation will consider the extent of the Quoter's ability to meet project quality, performance and schedule requirements, customer satisfaction, and will consider noted concerns or areas for improvement.

The Government reserves the right to obtain and utilize information obtained by the Government from sources other than those identified by the Quoter. The Government also reserves the right to contact and verify past performance information with references provided on the Past Performance Questionnaires. Additional past performance data may be obtained through the Past Performance Information Retrieval System (PPIRS), the Contractor Performance Assessment Reporting System (CPARS) or similar systems, other Government departments and agencies, program managers, contracting officers, and other sources known to the Government (including commercial sources). Offerors will be given the opportunity to address any negative performance information resulting from the past performance

assessment inquiries.

M.3. EVALUATION FACTOR 3: Price

The proposed labor categories and associated skills and qualifications will be reviewed to determine if the labor rates proposed are reasonable for the type of services to be performed.

While price will not be assigned a rating during the evaluation, it is a criterion in the overall evaluation of quotes. The fixed rates will be evaluated to determine whether they are reasonable for the conduct of the contract, reflect a clear understanding of the requirements, and are consistent with the methods of performance described in the Quoter's quotation.

M.4. BASIS FOR AWARD

The Government intends to award a contract on a best value basis to the Quoter that is determined to be the most advantageous to the Government, price and other factors considered. Quoters are cautioned that an award may not necessarily be made to the lowest price Quoter. However, if non-price factors are evaluated as comparatively equal between two or more Quoters, price may become a determinative factor.

MCC reserves the right, at its sole discretion, to invite Quoter(s) to make oral presentations in clarification and/or support of their quote, as appropriate.

Millennium Challenge Corporation
Reducing Poverty Through Growth

POLICY ON ENGAGEMENT OF OUTSIDE LEGAL COUNSEL

1. PURPOSE AND SCOPE: This policy sets out the guidelines that the Millennium Challenge Corporation ("MCC") will follow regarding the engagement and use of outside legal counsel. This policy applies to both U.S.-based international counsel and local counsel qualified to practice in the host country.

2. AUTHORITY: Section 614(a)(3) of the Millennium Challenge Act of 2003 (Pub. L. 108-199, Division D, "the Act").

3. BACKGROUND: MCC will engage outside legal counsel to assist in the negotiation and implementation of Compacts, supplemental agreements, and other agreements and documents in connection with MCC assistance.

4. GENERAL POLICY: MCC expects to work closely with outside legal counsel in formulating positions and policies in documents and agreements that may be applied across country programs and projects. In order to facilitate the free flow of information and ideas between MCC staff and outside legal counsel, MCC has adopted the general policy that any individual attorney who is involved in the representation of MCC pursuant to a specific task order (an "MCC Representation Matter") should not simultaneously be representing any party other than MCC (except as specified below) in any program or project funded directly or indirectly by MCC. All outside counsel, both international and local counsel, are responsible for complying with the code of professional responsibility of the jurisdiction(s) where outside counsel is licensed to practice.

5. PROCEDURE:

   5.1. Upon the execution of a contract to perform legal services for MCC, and prior to the commencement of each representation of MCC pursuant to a task order (an "MCC Representation Matter"), the outside legal counsel shall submit to MCC a representation letter ("Representation Letter"), in which the firm shall acknowledge that it has reviewed this Policy and agrees to comply with it. "MCC Representation Matter" shall mean any legal work outside counsel performs at MCC's direction and paid for with MCC funds. In the event that there is any ambiguity as to whether an existing or potential matter in which MCC is involved is covered by this Policy, outside legal counsel should consult with the MCC contracting officer's technical representative (COTR) assigned to the MCC Representation Matter.

   5.2. In addition, such Representation Letter shall confirm the following information from the outside counsel's contract with MCC: (i) the name

[Tel] (202) 521-3600 | [redacted]
Washington, DC 20005
www.mcc.gov

of each attorney expected to perform work on the MCC Representation Matter and the lead attorney; (ii) the billing rate of each attorney and paraprofessional who is expected to provide legal services in connection with the MCC Representation matter; and (ii) a commitment by outside counsel to submit invoices for fees and expenses to MCC on a periodic basis as specified by the contract, with each invoice including, at a minimum, a description of the services rendered, the name and billing rate of each attorney and paraprofessional who provided services during that period, a breakdown of work performed by a tenth of an hour, the total number of hours billed by each attorney and paraprofessional, and a list of reimbursable expenses itemized by category.

5.3. During the course of an MCC Representation Matter, outside legal counsel should be responsive to inquiries from MCC's COTR and other contracting officials regarding the fees and expenses that have been incurred to date as well as those that can reasonably be expected to be incurred prior to completion of the MCC Representation Matter based on current assumptions.

5.4. Outside legal counsel shall limit the time spent by its staff to that which is reasonably necessary to achieve MCC's objectives as to the MCC Representation Matter. In addition, MCC expects outside counsel's staff to use good judgment and to incur only reasonable expenses in connection with an MCC Representation Matter, including, without limitation, expenses incurred in connection with travel.

6. AVOIDING CONFLICTS OF INTEREST:

6.1. During the course of an MCC Representation Matter, the lead attorney may determine that it would be advisable to assign additional attorneys or paraprofessionals to assist in such representation. In such cases, the lead attorney may add an attorney or paraprofessional to the team handling the MCC Representation Matter, *provided* that: (i) such individual is not then engaged in the representation of any other party in any matter in which MCC is involved and (ii) such individual has been informed of the restrictions contained in this Policy and agrees to abide by them. The lead attorney shall notify the MCC COTR of the addition of such individual to the team handling the MCC Representation Matter, at which time such individual shall become subject to this Policy and any procedures adopted by outside legal counsel to facilitate compliance therewith.

6.2. Notwithstanding paragraph 6.1, attorneys and paraprofessionals whose involvement in an MCC Representation Matter is limited to the extent hereinafter described shall not be deemed to be representing MCC for the purposes of this Policy: (i) attorneys who are consulted by outside legal counsel on a limited basis with respect to non-sensitive, non-proprietary matters, *provided* that such attorneys are provided with only the information needed to render the requested advice; and (ii) junior attorneys and paraprofessionals who assist with ministerial matters in

connection with the closing or funding of a particular MCC Representation Matter.

6.3. During the course of any MCC Representation Matter and for three months after the completion of such MCC Representation Matter, attorneys and paraprofessionals assigned to such representation may not, without MCC's prior written consent, represent any other party in any matter in which MCC is involved (including the MCC Representation Matter). Upon completion of the particular representation, outside legal counsel shall give notice to MCC specifying the date of completion, which date, when such notice is accepted and countersigned by MCC, shall constitute the date of completion.

6.4. Without prior notice to and consultation with MCC, outside legal counsel (whether through the attorneys and paraprofessionals assigned to an MCC Representation Matter or others) shall not represent in any project or activity in which MCC is involved any party who is at the same time a party in another project or activity in which outside legal counsel is representing MCC.

6.5. Attorneys and paraprofessionals assigned to an MCC Representation Matter may not discuss any aspects of any MCC Representation Matter that could be considered proprietary or sensitive with any attorney or paraprofessional of the law firm, unless either such individual has been assigned to the team handling the MCC Representation Matter in accordance with this Policy, or MCC has specifically consented. If there is any ambiguity or doubt as to whether any aspect of an MCC Representation Matter is proprietary or sensitive, the lead attorney shall discuss such issue with MCC's COTR.

6.6. Attorneys and paraprofessionals assigned to an MCC Representation Matter may not discuss any aspects of any MCC Representation Matter whatsoever with any attorney or paraprofessional of the law firm who is performing professional services for another client in connection with any other matter in which MCC is involved. Such prohibition shall include any form of written or oral communication.

6.7. At the beginning of its first MCC Representation Matter, outside legal counsel shall disclose to MCC any existing matter in which the law firm is representing a client in a matter in which MCC is or may be involved. In addition, in the case of any new client representation involving a matter in which MCC is involved, outside legal counsel shall use its best efforts to give notice to MCC of such representation in a reasonable period of time prior to the initial contact by outside counsel with MCC in such matter.

6.8. This Policy is not intended to reduce or modify any of the professional or ethical obligations applicable to outside legal counsel and their professional and paraprofessional staff.

7. PUBLICATIONS AND SPEECHES:

7.1. In the event that any outside legal counsel publishes any article or makes any speech or appears on a panel discussion on an area relating to an MCC Representation Matter, outside legal counsel shall undertake to avoid the disclosure to anyone of any confidential information, whether relating to MCC or to another party to the transaction in connection with which the outside counsel represented MCC.

7.2. If any attorney, or any other person, who performs work as part of the outside counsel team on an MCC Representation Matter is writing or speaking about MCC, whether about its programs generally or about a specific transaction, such person shall make clear that he or she is writing or speaking in his or her own behalf, and not on behalf of MCC. The lead attorney for outside legal counsel is responsible for ensuring compliance with this provision.

7.3. Outside legal counsel should deliver promptly to MCC copies of all speeches and articles referred to above after they have been given or published.

7.4. In its promotional materials describing various client representations, outside legal counsel may disclose a particular MCC Representation, provided that outside legal counsel has performed substantial work in connection with such representation.

8. INCORPORATION BY REFERENCE: The terms of this Policy shall be incorporated by reference into any contract between outside legal counsel and MCC.

9. AMENDMENTS: This Policy is effective upon the date of signing and may be amended from time to time at the sole discretion of the Vice President and General Counsel. MCC will take any necessary action to inform outside legal counsel of any changes to this Policy.

10. APPROVAL:

Jon A. Dyck
Vice President and General Counsel

Date: March 1, 2006

Attachment J.2: MCC Local Counsel Engagements.

Country:	**Firm:**
Belize	Courtenay Coye LLP
Benin	Kafui & Partners
Bolivia	PPO Indacochea
Burkina Faso	Cabinet Maître Cheikh Fall
Cabo Verde	Miranda Correia Amendoeira & Associados – Sociedade de Advogados, RL
Côte d'Ivoire	Cabinet FDKA
Côte d'Ivoire (CDI Regional)	Cabinet FDKA
Ecuador	CorralRosales
El Salvador	Arias & Muñoz
Ethiopia	Mehrteab Leul & Associates
Georgia	Dentons Georgia LLC
Ghana	Kimathi & Partners
Guatemala	Sosa & Soto Abodagos
Honduras	Matamoros Batson & Asociados
Indonesia	Mochtar Karuwin Komar
Indonesia (Tax)	Hadiputranto, Hadinoto & Partners (HHP)
Kenya	Anjarwalla & Khanna (ALN Kenya)
Kiribati	Pacific Legal Network
Kosovo	Inlex Law Firm
Lesotho	Webber Newdigate
Liberia	Heritage Partners & Associates, LLC
Malawi	Anchor Mooring Partners
Mauritania	Mauritanie Avocats Associés
Mongolia	ARLEX Consulting Services LLP
Morocco	Hajji & Associes
Mozambique	SAL & Caldeira Advogados, LDA
Nepal	Neupane Law Associates
Niger	SCPA Mandela
Philippines	SyCip Law Center
Senegal	Cabinet Maître Cheikh Fall
Sierra Leone	Yada Williams & Associates
Solomon Islands	Primo Afeau Legal Services
Sri Lanka	F.J. & G de Saram
The Gambia	Amie Bensouda & Co.
Tanzania	ALN Tanzania
Timor Leste	Miranda & Associados
Togo	Aquereburu & Partners

Attachment J.2: MCC Local Counsel Engagements.

Tunisia	MEDLAR Lawyers & Legal Advisors Sarl
Zambia	Corpus Legal Practitioners

Note: The countries highlighted in gray are no longer active. However, MCC may require support in these countries as determined by the agency.

PAST PERFORMANCE QUESTIONNAIRE

Solicitation #: 95332426Q0024 | Legal Advisory Services
Offeror Name:

Name of Reference:
Title/Role:
Email: Phone:
Agency/Company:

CONTRACT INFORMATION:

Contract #:
Total Contract Value ($):
Period of Performance:
Was the Offeror Prime or Sub?
Description of product/service provided:

RATING CATEGORIES:

RATING	CODE	PERFORMANCE LEVEL
Very Good	VG	Performance meets contractual requirements and exceeds several requirements. The contractual performance of the element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
Satisfactory	S	Performance meets contractual requirements. The contractual performance of the element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
Marginal	M	Performance does not meet some contractual requirements. The contractual performance of the element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions or the contractor's proposed actions appear only marginally effective or were not fully implemented.
Unacceptable	U	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.
Not Applicable	NA	Unable to provide a score. Performance in this area not applicable to effort assessed.

ASSESSMENT ELEMENTS:

Using the rating categories on page 1, check the appropriate box for each assessment element and provide supporting narrative.

(1) **Cost/Price Control** – Rate the contractor's ability to control cost and deliver at the agreed-to price. Describe the reasons for changes to contract value *(e.g., scope changes, overrun/underrun, Government-imposed schedule changes, etc.)*.

☐ VG ☐ S ☐ M ☐ U ☐ NA

Supporting Narrative:

(2) **Schedule Adherence** – How well did the contractor adhere to the agreed-to schedule? What were the causes of any schedule variances? Were data deliverables and reports submitted on time?

☐ VG ☐ S ☐ M ☐ U ☐ NA

Supporting Narrative:

(3) **Performance** – Rate the contractor's ability to successfully comply with the contract requirements, statement of work, subcontracting plan, etc.

☐ VG ☐ S ☐ M ☐ U ☐ NA

Supporting Narrative:

(4) **Quality** – How well did the contractor adhere to the requirements of a Quality Assurance Plan or Performance Based Contracting requirements? Did the services provided meet the required level of quality or results?

☐ VG ☐ S ☐ M ☐ U ☐ NA

Supporting Narrative:

(5) **Business Relations** – Did the contractor exhibit reasonable/cooperative behavior in dealing with problems? Was turnover of personnel frequent? Rate the contractor's responsiveness to managing changes in providing replacement personnel.

☐ VG ☐ S ☐ M ☐ U ☐ NA

Supporting Narrative:

(6) **Personnel Qualifications** – Rate the contractor's ability to staff and retain a highly-qualified team with the knowledge and experience required to successfully complete the project.

☐ VG ☐ S ☐ M ☐ U ☐ NA

Supporting Narrative:

(7) What is your overall rating of the contractor's performance?

☐ VG ☐ S ☐ M ☐ U ☐ NA

Supporting Narrative:

(8) Please identify the contractor's strengths.

_____
_____
_____

(9) Please identify the contractor's weaknesses.

_____
_____
_____

(10) Given the choice, would you award to this contractor again? Why?

_____
_____
_____

CERTIFICATION:

I certify that the ratings and comments reflected in this questionnaire were made by the undersigned and are accurate to the best of my knowledge.

_____ _____
[Enter Name of Reference] Date