SOLICITATION CONTRACT ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30			1. REQUISITION NUMBER **20150887**	PAGE 1 OF **82**
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION **70B01C26R00000004**	6. SOLICITATION ISSUE DATE **11/10/2025**
7. FOR SOLCITATION INFORMATION CALL: →	a. NAME **Camilla Schmidt**		b. TELEPHONE NUMBER	8. OFFER DUE DATE/ LOCAL TIME **03/10/2026 | 3:00 PM, EST (Phase 2)**

9. ISSUED BY CODE

CAMILLA SCHMIDT | camilla.j.schmidt@cbp.dhs.gov

DHS - Customs & Border Protection
Administration Facilities Training Contracting Division
1300 Pennsylvania Ave, NW
Washington DC 20229

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET-ASIDE ___ FOR:

☐ SMALL BUSINESS
☐ HUBZONE SMALL
☐ SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMAN OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
☐ 8(A) COMPETITIVE
☐ 8(A) SOLE SOURCE

NAICS: 315210
SIZE STANDARD: 750 EMPLOYEES

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	☐ 13a. THIS ORDER IS A RATED ORDER UNDER DPAS (15 CFR 700)	13B. RATING
☐ SEE SCHEDULE			14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO CODE

SEE ATTACHED PERFORMANCE WORK STATEMENT

16. ADMINISTERED BY CODE

SAME AS BLOCKS 7 AND 9

17a. CONTRACTOR/ OFFEROR CODE
FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

Customs and Border Protection
FAD Mail Stop 203-V
8899 E. 56th Street
Indianapolis, IN 46249

☐ 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 NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Page 2 of this document.				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

☒ 27a. SOLICITATION INCOPORATES BY REFERENCE FAR 52.212-1, FAR 52.212-4. 52.212-3 AND 52.212-5 ARE ATTACHED ☒ ARE ☐ ARE NOT ATTACHED
☐ ADDENDA 27b. CONTRACT/PURCHASE ORDER INCOPORATES BY REFERENCE FAR 52.212-4, 52.212-5 IS ATTACHED ☒ ARE ☐ ARE NOT ATTACHED
ADDENDA

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _1_ COPY TO THIS 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 HEREIN

☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDED 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 CONTRACING OFFICER)*	
30b. NAME AND TITLE OF SIGNER *(Type or Print)*	30c. DATE SIGNED	31.b NAME OF CONTRACTING OFFICER *(Type or Print)*	31c. DATE SIGNED

SECTION I – CONTINUATION OF THE SF 1449

SCHEDULE & PRICING STRUCTURE

BASE TERM OF CONTRACT (3 Years): 1 FEBRUARY 2027 THROUGH 31 JANUARY 2030

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	Component's Specifications	1	AU	See Attachment A	N/A

QUARTERMASTER SERVICES (BASE PERIOD):

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
20	DESCRIPTION- ARTESIA Monthly Quartermaster-Fit Center (On-Site Quartermaster/Uniform Services Operations – Section 4.3)	36	MO	See Attachment A	
30	DESCRIPTION- GLYNCO Monthly Quartermaster-Fit Center (On-Site Quartermaster/Uniform Services Operations – Section 4.3)	36	MO	See Attachment A	
40	DESCRIPTION- CHARLESTON (On-Site Quartermaster/Uniform Services Operations – Section 4.3, measuring services only)	36	MO	See Attachment A	

Note: Monthly Quartermaster/Fit Center are costs for Contractor staffing and operations at the academies. The Contractor shall provide separate pricing for Artesia, Glynco, and Charleston academies consistent with the applicable wage determinations. ***(This applies to the Base Term and Options).***

OPTION I – TERM OF CONTRACT (2 Years): 1 FEBRUARY 2030 THROUGH 31 JANUARY 2032

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
50	Component's Specifications	1	AU	See Attachment A	N/A

QUARTERMASTER SERVICES (OPTION PERIOD 1):

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
60	DESCRIPTION- ARTESIA Monthly Quartermaster-Fit Center (On-Site Quartermaster/Uniform Services Operations – Section 4.3)	24	MO	See Attachment A	
70	DESCRIPTION- GLYNCO Monthly Quartermaster-Fit Center (On-Site Quartermaster/Uniform Services Operations – Section 4.3)	24	MO	See Attachment A	
80	DESCRIPTION- CHARLESTON (On-Site Quartermaster/Uniform Services Operations – Section 4.3, measuring services only)	24	MO	See Attachment A	

OPTION II – TERM OF CONTRACT (1 Year): 1 FEBRUARY 2032 THROUGH 31 JANUARY 2033

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
90	Components Specifications	1	AU	See Attachment A	N/A

QUARTERMASTER SERVICES (OPTION PERIOD 2):

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
100	DESCRIPTION- ARTESIA Monthly Quartermaster-Fit Center (On-Site Quartermaster/Uniform Services Operations – Section 4.3)	12	MO	See Attachment A	
110	DESCRIPTION- GLYNCO Monthly Quartermaster-Fit Center (On-Site Quartermaster/Uniform Services Operations – Section 4.3)	12	MO	See Attachment A	
120	DESCRIPTION- CHARLESTON Monthly Quartermaster-Fit Center (On-Site Quartermaster/Uniform Services Operations – Section 4.3, measuring services only)	12	MO	See Attachment A	

OPTION III – TERM OF CONTRACT (1 Year): 1 FEBRUARY 2033 THROUGH 31 JANUARY 2034

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
130	Components Specifications	1	AU	See Attachment A	N/A

QUARTERMASTER SERVICES (OPTION PERIOD 3):

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
140	DESCRIPTION- ARTESIA Monthly Quartermaster-Fit Center (On-Site Quartermaster/Uniform Services Operations – Section 4.3)	12	MO	See Attachment A	
150	DESCRIPTION- GLYNCO Monthly Quartermaster-Fit Center (On-Site Quartermaster/Uniform Services Operations – Section 4.3)	12	MO	See Attachment A	
160	DESCRIPTION- CHARLESTON Monthly Quartermaster-Fit Center (On-Site Quartermaster/Uniform Services Operations – Section 4.3, measuring services only)	12	MO	See Attachment A	

OPTION IV – TERM OF CONTRACT (1 Year): 1 FEBRUARY 2034 THROUGH 31 JANUARY 2035

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
170	Components Specifications	1	AU	See Attachment A	N/A

QUARTERMASTER SERVICES (OPTION PERIOD 4):

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
180	DESCRIPTION- ARTESIA Monthly Quartermaster-Fit Center (On-Site Quartermaster/Uniform Services Operations – Section 4.3)	12	MO	See Attachment A	
190	DESCRIPTION- GLYNCO Monthly Quartermaster-Fit Center (On-Site Quartermaster/Uniform Services Operations – Section 4.3)	12	MO	See Attachment A	
200	DESCRIPTION- CHARLESTON Monthly Quartermaster-Fit Center (On-Site Quartermaster/Uniform Services Operations – Section 4.3, measuring services only)	12	MO	See Attachment A	

SECTION II – ADMINISTRATION & CLAUSES/PROVISIONS

II.1 DELIVERY REQUIREMENTS

Deliver To: As provided in each Delivery Order
Delivery Schedule: As provided in each Delivery Order

II.2 SPECIFICATIONS, STATEMENT OF WORK, STATEMENT OF OBJECTIVES OR PERFORMANCE WORK STATEMENT ATTACHED (JUN 2013)

The Specifications, Statement of Work, Statement of Objectives or Performance Work Statement which describe the work to be performed hereunder, although attached, is incorporated and made a part of this document with the same force and effect of "specifications" as described in the clause, Order of Precedence, FAR 52.215-8 incorporated herein by reference.

II.3 PACKAGING, PACKING AND MARKING

Material shall be packaged, packed and marked for shipment in such a manner that will insure acceptance by common carriers and safe delivery at destination. In addition, shipping shall comply with Section 5 of the Performance Work Statement.

II.4 DEPARTMENT OF LABOR WAGE RATE DETERMINATIONS (APPLIES TO QUARTERMASTER SERVICES ONLY)

The following Wage Determinations are incorporated by reference:
No. 2015-4477, Rev 32 (dated 07/08/2025) – Glynco, GA
No. 2015-5455, Rev 28 (dated 07/08/2025) – Artesia, NM
No. 2015-4427, Rev 31 (dated 07/08/2025) – Charleston, SC

II.5 LIMITATIONS

For any and all delivery orders framed in terms of units of allowance, the vendor is entitled to payment of the full allowance amount only to the extent that uniform items valued at an amount equal to or exceeding the allowance amount have been delivered.

II. 6 MINIMUM GUARANTEE:

The minimum guarantee is $10,000.00 and is satisfied at the time of this award with the issuance of the firm fixed price portion of the contract for the one-year base period of the first task order.

II.7 TERM OF CONTRACT

The term of the contract is for a base ordering period of three (3) years, with one (1) two-year option ordering period, and three (3) one-year option ordering periods for a total potential term of 8 years.

Base Duration: 3 Years	(02/01/2027 – 01/31/2030)
Option 1 Duration: 2 Years	(02/01/2030 – 01/31/2032)
Option 2 Duration: 1 Year	(02/01/2032 – 01/31/2033)
Option 3 Duration: 1 Year	(02/01/2033 – 01/31/2034)
Option 4 Duration: 1 Year	(02/01/2034 – 01/31/2035)

Additionally, the government is allowing for a Transition Period, as necessary. Within the Transition Period, the Contractor will provide, at its sole expense and risk, the following efforts during the transition phase of the contract, estimated for 1 October 2026 – 31 January 2027: A kick-off meeting between the Contractor and the Government, time to provide first article samples for approval for the components, and a test demonstration of the required “website” (WebBased Uniform Requesting System – WBURS).

II.8 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract.

The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

II.9 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS - INVOICE PROCESSING PLATFORM (IPP)

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP*:*

-Invoices shall contain Contract/PO number
-Delivery Order number and CLIN

The IPP was developed for Contractors to enroll, access and use IPP for submitting requests for payment. Contractor assistance with enrollment can be obtained by contacting IPPCustomerSupport@fms.treas.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer.

***Notes:**

1. CBP uses IPP for invoice and payment requirements. Other DHS Components may use other invoicing methods which shall be accepted by the vendor on any resultant delivery order. CBP does not require a copy of other DHS Components or FDA’s invoices.

2. Billing for CBP shall be limited to once per month.

II.10 ORDERING PROCEDURES - SUPPLIES

Ordering of supplies under this contract shall be accomplished by the issuance of written delivery orders specifying the types and quantities of supplies being ordered. All delivery orders issued under this contract shall conform to the provisions of the contract clauses, "Ordering", FAR 52.216-18 and "Order Limitations," FAR 52.216-19.

The Components/Agencies that are authorized to issue delivery orders under this contract are:

(1) U.S. Customs and Border Protection (CBP)
(2) Transportation Security Administration (TSA) and Federal Air Marshal Service (FAMS)
(3) U.S. Immigration and Customs Enforcement (ICE), which includes the sub-Components:
Homeland Security Investigations (HSI)
Enforcement and Removal Operations (ERO)
(4) Cybersecurity and Infrastructure Security Agency (CISA), which includes the sub-Components
Infrastructure Security Compliance Division (ISCD)
Federal Protective Service (FPS) Uniformed Services Branch
(5) Federal Emergency Management Administration (FEMA)
(6) Federal Law Enforcement Training Center (FLETC)
(7) United States Secret Service (USSS)
(8) U.S. Coast Guard (USCG)
(9) Food and Drug Administration (FDA)

II.11 DISCLOSURE OF INFORMATION

(a) General
Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the clauses 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 the contract.

(b) Technical Data Rights
The Contractor shall not use, disclose, reproduce, or otherwise divulge or transfuse to any persons any technical information or data licensed for use by the Government that bears any type of restrictive or proprietary legend except as may be necessary in the performance of the contract. Refer to the Rights in Data clause for additional information.

(c) Privacy Act
In performance of this contract the Contractor assumes the responsibility for protection of the confidentiality of all Government records and/or protected data provided for performance under the contract and shall ensure that (a) all work performed by any subcontractor is subject to the disclosure restrictions set forth above and (b) all subcontract work be performed under the supervision of the Contractor or their employees.

II.12 ADDITIONAL CONTRACTOR PERSONNEL REQUIREMENTS (APPLIES TO QUARTERMASTER SERVICES ONLY)

(a) The Contractor will ensure that its employees will identify themselves as employees of their respective company while working on Department of Homeland Security (DHS) contracts. For example, contractor personnel shall introduce themselves and sign attendance logs as employees of their respective companies, not as DHS employees.

(b) The contractor will ensure that their personnel use the following format signature on all official e-mails generated by CBP computers:

[Name]	(Contractor)
[Position or Professional Title]	[Company Name]
Supporting the XXX Division/Office DHS	[Insert DHS Component]
[Phone]	[Other contact information as desired]

II.13 SECURITY PROCEDURES (APPLIES TO QUARTERMASTER SERVICES ONLY)

(a) Controls

1. The Contractor shall comply with the U.S. Customs and Border Protection (CBP) administrative, physical and technical security controls to ensure that the Government's security requirements are met.
2. All Government furnished information must be protected to the degree and extent required by local rules, regulations, and procedures. The Contractor shall comply with all security policies contained in CBP Handbook 1400-05D, v.7.0, Information Systems Security Policies and Procedures Handbook, or latest available version.
3. All services provided under this contract must be compliant with the Department of Homeland Security (DHS) information security policy identified in DHS Sensitive Systems Policy Directive 4300A, v.13.1 and DHS Sensitive Systems Handbook 4300A, v.12.0, or latest available version.
4. All Contractor employees under this contract must wear identification access badges when working in Government facilities. Prior to Contractor employees' departure/separation, all badges, building passes, parking permits, keys and pass cards must be given to the Contracting Officer's Representative (COR). The COR will ensure that the cognizant Physical Security official is notified so that access to all buildings and facilities can be revoked. NOTE: For contracts within the National Capitol Region (NCR), the Office of Internal Affairs, Security Management Division (IA/SMD) should be notified if building access is revoked.
5. All Contractor employees must be registered in the Contractor Tracking System (CTS) database by the Contracting Officer (CO) or COR. The Contractor shall provide timely start information to the CO/COR or designated government personnel to initiate the CTS registration. Other relevant information will also be needed for registration in the CTS database such as, but not limited to, the contractor's legal name, address, brief job description, labor rate, Hash ID, schedule and contract specific information. The CO/COR or designated government personnel shall provide the Contractor with instructions for receipt of CTS registration information. Additionally, the CO/COR shall immediately notify IA/SMD of the contractor's departure/separation.
6. The Contractor shall provide employee departure/separation date and reason for leaving to the CO/COR in accordance with CBP Directive 1210-007A, Tracking of Contractor Employees. Failure by the Contractor to provide timely notification of employee departure/separation in accordance with the contract requirements shall be documented and considered when government personnel completes a Contractor Performance Report (under Business Relations) or other performance related measures.

(b) Security Background Investigation Requirements

1. In accordance with DHS Instruction 121-01-007-01, Rev. 01, The Department of Homeland Security Personnel Security, Suitability and Fitness Program, Chapter 2, Personnel Security Program Standards, § 13. Citizenship Requirements, contractor employees who require access to sensitive information must be U.S. citizens or have Lawful Permanent Resident (LPR) status. § 13E. A waiver may be granted, as outlined in in Chapter 2, § 14 of DHS Instruction Handbook 121-01-007-01.
2. Contractor employees that require access to DHS IT systems or development, management, or maintenance of those systems must be U.S. citizens in accordance with Chapter 2, Personnel Security Program Standards, § 13. Citizenship Requirements. § 13F. (Lawful Permanent Resident status is not acceptable in this case). A waiver may be granted, as outlined in Chapter 2, § 14 of DHS Instruction 121-01-007-01.
3. Provided the requirements of DHS Instruction Handbook 121-01-007-01 are met as outlined in paragraph 1, above, contractor employees requiring access to CBP facilities, sensitive information or information technology resources are required to have a favorably adjudicated background investigation (BI) or a single scope background investigation (SSBI) prior to commencing work on this contract. Exceptions shall be approved on a case-by-case basis with the employee's access to facilities, systems, and information limited until the Contractor employee receives a favorably adjudicated BI or SSBI. A favorable adjudicated BI or SSBI shall include various aspects of a Contractor employee's life, including employment, education, residences, police and court inquires, credit history, national agency checks, and a CBP Background Investigation Personal Interview (BIPI).

II.13 SECURITY PROCEDURES (CONTINUED)

4. The Contractor shall submit within ten (10) working days after award of this contract a list containing the full name, social security number, place of birth (city and state), and date of birth of employee candidates who possess favorably adjudicated BI or SSBI that meets federal investigation standards.. For employee candidates needing a BI for this contract, the Contractor shall require the applicable employees to submit information and documentation requested by CBP to initiate the BI process.
5. Background Investigation information and documentation is usually submitted by completion of standard federal and agency forms such as Questionnaire for Public Trust and Selected Positions or Questionnaire for National Security Positions; Fingerprint Chart; Fair Credit Reporting Act (FCRA) form; Criminal History Request form; and Financial Disclosure form. These forms must be submitted to the designated CBP official identified in this contract. The designated CBP security official will review the information for completeness.
6. The estimated completion of a BI or SSBI is approximately sixty (60) to ninety (90) days from the date of receipt of the properly completed forms by CBP security office. During the term of this contract, the Contractor is required to provide the names of contractor employees who successfully complete the CBP BI or SSBI process. Failure of any contractor employee to obtain and maintain a favorably adjudicated BI or SSBI shall be cause for dismissal. For key personnel, the Contractor shall propose a qualified replacement employee candidate to the CO and COR within 30 days after being notified of an unsuccessful candidate or vacancy. For all non-key personnel contractor employees, the Contractor shall propose a qualified replacement employee candidate to the COR within 30 days after being notified of an unsuccessful candidate or vacancy. The CO/COR shall approve or disapprove replacement employees. Continuous failure to provide contractor employees who meet CBP BI or SSBI requirements may be cause for termination of the contract.

(c) Security Responsibilities

1. The Contractor shall ensure that its employees follow the general procedures governing physical, environmental, and information security described in the various DHS CBP regulations identified in this clause. The contractor shall ensure that its employees apply proper business practices in accordance with the specifications, directives, and manuals required for conducting work under this contract. Applicable contractor personnel will be responsible for physical security of work areas and CBP furnished equipment issued under this contract.
2. The CO/COR may require the Contractor to prohibit its employees from working on this contract if continued employment becomes detrimental to the public's interest for any reason including, but not limited to carelessness, insubordination, incompetence, or security concerns.
3. Work under this contract may require access to sensitive information as defined under Homeland Security Acquisition Regulation (HSAR) Clause 3052.204-71, Contractor Employee Access, included in the solicitation/contract. The Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the CO.
4. The Contractor shall ensure that its employees who are authorized access to sensitive information, receive training pertaining to protection and disclosure of sensitive information. The training shall be conducted during and after contract performance.
5. Upon completion of this contract, the Contractor shall return all sensitive information used in the performance of the contract to the CO/COR. The Contractor shall certify, in writing, that all sensitive and non-public information has been purged from any Contractor-owned system.

(d) Notification of Contractor Employee Changes

1. The Contractor shall notify the CO/COR via phone, facsimile, or electronic transmission, immediately after a personnel change become known or no later than five (5) business days prior to departure of the employee. Telephone notifications must be immediately followed up in writing. Contractor's notification shall include, but is not limited to name changes, resignations, terminations, and reassignments to another contract.

II.13 SECURITY PROCEDURES (CONTINUED)

2. The Contractor shall notify the CO/COR and program office (if applicable) in writing of any proposed change in access requirements for its employees at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed change. The CO/COR will notify the Office of Information and Technology (OIT) Information Systems Security Branch (ISSB) of the proposed change. If a security clearance is required, the CO/COR will notify IA/SMD.

(e) Non-Disclosure Agreements

When determined to be appropriate, Contractor employees are required to execute a non-disclosure agreement (DHS Form 11000-6) as a condition to access sensitive but unclassified information.

II.14 SPECIAL SECURITY REQUIREMENT - CONTRACTOR PRE-SCREENING (APPLIES TO QUARTERMASTER SERVICES AND WBURS ONLY)

(a) Contractors requiring recurring access to Government facilities or access to sensitive but unclassified information and/or logical access to Information Technology (IT) resources shall verify minimal fitness requirements for all persons/candidates designated for employment under any Department of Security (DHS) contract by pre-screening the person /candidate prior to submitting the name for consideration to work on the contract. Pre-screening the candidate ensures that minimum fitness requirements are considered and mitigates the burden of DHS having to conduct background investigations on objectionable candidates. The Contractor shall submit only those candidates that have not had a felony conviction within the past 36 months or illegal drug use within the past 12 months from the date of submission of their name as a candidate to perform work under this contract. Contractors are required to flow this requirement down to subcontractors. Pre-screening involves contractors and subcontractors reviewing:

(1) Felony convictions within the past 36 months. An acceptable means of obtaining information on felony convictions is from public records, free of charge, or from the National Crime Information Center (NCIC).

(2) Illegal drug use within the past 12 months. An acceptable means of obtaining information related to drug use is through employee self-certification, by public records check; or if the contractor or subcontractor already has drug testing in place. There is no requirement for contractors and/or subcontractors to initiate a drug testing program if they do not have one already in place.

(3) Misconduct such as criminal activity on the job relating to fraud or theft within the past 12 months. An acceptable means of obtaining information related to misconduct is through employee self-certification, by public records check, or other reference checks conducted in the normal course of business.

(b) Pre-screening shall be conducted within 15 business days after contract award. This requirement shall be placed in all subcontracts if the subcontractor requires routine physical access, access to sensitive but unclassified information, and/or logical access to IT resources. Failure to comply with the pre-screening requirement will result in the Contracting Officer taking the appropriate remedy.

Definition: *Logical Access* means providing an authorized user the ability to access one or more computer system resources such as a workstation, network, application, or database through automated tools. A logical access control system (LACS) requires validation of an individual identity through some mechanism such as a personal identification number (PIN), card, username and password, biometric, or other token. The system has the capability to assign different access privileges to different persons depending on their roles and responsibilities in an organization.

II.15 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

(a) Contractor Performance Evaluations

Interim and final performance evaluation reports will be prepared on this contract or order in accordance with FAR Subpart 42.15. A final performance evaluation report will be prepared at the time the work under this contract or order is completed. In addition to the final performance evaluation report, an interim performance evaluation report will be prepared annually to coincide with the anniversary date of the contract or order.

Interim and final performance evaluation reports will be provided to the contractor via the Contractor Performance Assessment Reporting System (CPARS) after completion of the evaluation.

The CPARS Assessing Official Representatives (AORs) will provide input for interim and final contractor performance evaluations. The AORs may be Contracting Officer's Representatives (CORs), project managers, and/or contract specialists. The CPARS Assessing Officials (AOs) are the contracting officers (CO) or contract specialists (CS) who will sign the evaluation report and forward it to the contractor representative via CPARS for comments.

The contractor representative is responsible for reviewing and commenting on proposed ratings and remarks for all evaluations forwarded by the AO. After review, the contractor representative will return the evaluation to the AO via CPARS.

The contractor representative will be given up to fourteen (14) days to submit written comments or a rebuttal statement. Within the first seven (7) calendar days of the comment period, the contractor representative may request a meeting with the AO to discuss the evaluation report. The AO may complete the evaluation without the contractor representative's comments if none are provided within the fourteen (14) day comment period. Any disagreement between the AO/CO and the contractor representative regarding the performance evaluation report will be referred to the Reviewing Official (RO) within the division/branch the AO is assigned. Once the RO completes the review, the evaluation is considered complete and the decision is final. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file and may be used in future award decisions.

(b) Designated Contractor Representative
The contractor must identify a primary representative for this contract and provide the full name, title, phone number, email address, and business address to the CO within 30 days after award.

(c) Electronic Access to Contractor Performance Evaluations
The AO will request CPARS user access for the contractor by forwarding the contractor's primary and alternate representatives' information to the CPARS Focal Point (FP).

The FP is responsible for CPARS access authorizations for Government and contractor personnel. The FP will set up the user accounts and will create system access to CPARS.

The CPARS application will send an automatic notification to users when CPARS access is granted. In addition, contractor representatives will receive an automated email from CPARS when an evaluation report has been completed.

II.16 GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT (MAR 2003)

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

II.17 GOVERNMENT PROPERTY

The Contractor will be provided with the following items of property for performance of this contract, in accordance with the Government Property clause(s) contained herein.

Item Description	Property ID Number	Quantity	Delivery Date
Keys for locations with on-site operations.	Artesia, NM	1 Set	14 days after contract award
	Glynco, GA	1 Set	14 days after contract award
	Charleston, SC	1 Set	14 days after contract award

II.18 CONTRACT SERVICES NOT REQUIRING A BACKGROUND INVESTIGATION (MAY 2022)

Pre-screening security requirement

Contractors and subcontractors entering a CBP-controlled facility are required to complete requisite pre-screening security checks and are subject to a criminal history and limited background check utilizing the National Crime Information Center (NCIC) system. This request is to be submitted at least 72 hours prior to the date and time where access is required on OMB Form Control No. 3206-0277. Email requests to SMDSECURITYSERVICESBRANCH@cbp.dhs.gov or fax to the Office of Professional Responsibility, ATTN: Security Management Division at **202-344-1860**.

All contractors and subcontractors must be sponsored by a CBP employee or contractor who are in possession of a valid Personal Identity Verification (PIV) card. Contractors and subcontractors who have not been issued a PIV card must be continually escorted upon entering a CBP-controlled facility. CBP's Chief Security Officer (CSO), or their designated official, may deny, revoke, or refuse entry to any individual into CBP's facilities when it has been determined they pose a security or safety risk to personnel or property.

Definitions

Escorted Access –A limited form of access that requires an authorized individual to accompany a visitor while physically located in a CBP-controlled facility.

National Crime Information Center (NCIC) – A computerized index of criminal justice information that is available 24 hours a day to assist in the prompt disclosure of criminal justice and related law enforcement issues to authorized agencies.

Screening – Access eligibility verification which includes, but is not limited to, criminal history checks, foreign visitor screening, and physical body/baggage scanning (e.g., NCIC, magnetometer and x-ray scans).

Sponsor – A CBP authorized individual to accompany a visitor while inside a CBP-controlled facility.

Visitor – Any individual sponsored for physical access to a CBP-controlled facility who does not have unaccompanied facility access approved by CBP and requires an escort while in a CBP-controlled facility. This includes contractors or subcontractors that have not completed any contractual background investigation requirements.

II.19 FAR CLAUSES (INCORPORATED BY REFERENCE)

FEDERAL ACQUISITION REGULATION (48 CHAPTER 1) CLAUSES

NUMBER	TITLE
52.204-9	**PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**
52.204-13	**SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)**
52.204-18	**COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)**
52.212-4	**CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (NOV 2023)**
52.224-1	**PRIVACY ACT NOTIFICATION (APR 1984)**
52.224-2	**PRIVACY ACT (APR 1984)**
52.227-14	**RIGHTS IN DATA-GENERAL (MAY 2014) ALTERNATE I (DEC 2007)**
52.228-5	**INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**
52.232-40	**PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)**
52.242-5	**PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)**
52.244-5	**COMPETITION IN SUBCONTRACTING (AUG 2024)**
52.245-1	**GOVERNMENT PROPERTY (SEP 2021)**
52.245-9	**USE AND CHARGES (APR 2012)**

II.20 CONTRACT CLAUSES – FULL TEXT (FAR/HSAR)

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 address: www.acquisition.gov

(End of Clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any *Department of Homeland Security Acquisition Regulation (HSAR)* (48 CFR *30*) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Clause)

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

(a) Definitions. As used in this clause -

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021) (CONTINUED)

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021) (CONTINUED)

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of Clause)

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES (DEVIATION 20-05) (JUL 2024)

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

"*Kaspersky Lab covered article* means any hardware, software, or service that –

(1) Is developed or provided by a Kaspersky Lab covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab covered entity.

"*Kaspersky Lab Covered entity*" means --

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any Kaspersky Lab covered article. The Contractor is prohibited from --

(1) Providing any Kaspersky Lab covered article that the Government will use on or after October 1, 2018; and

(2) Using any Kaspersky Lab covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES (DEVIATION 20-05) (JUL 2024) (CONTINUED)

(c) *Reporting requirement*.

(1) In the event the Contractor identifies covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report, in writing, via email, to the Contracting Officer, Contracting Officer's Representative, and the Enterprise Security Operations Center (SOC) at NDAA Incidents@hq.dhs.gov , with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

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

(i) Within 3 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a Kaspersky Lab covered article, any reasons that led to the use or submission of the Kaspersky Lab covered article, and any additional efforts that will be incorporated to prevent future use or submission of Kaspersky Lab covered articles.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of Clause)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEVIATION 20-05) (DEC 2020)

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

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

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

"*Covered telecommunications equipment or services*" means --

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

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

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEVIATION 20-05) (DEC 2020) (CONTINUED)

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

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

"*Critical technology*" means --

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

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

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

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

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

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

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

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

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

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

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

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

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEVIATION 20-05) (DEC 2020) (CONTINUED)

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

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

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

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

(d) *Reporting requirement*.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause in writing via email to the Contracting Officer, Contracting Officer's Representative, and the Network Operations Security Center (NOSC) at NDAA_Incidents@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the NOSC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

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

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

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEVIATION 20-05) (DEC 2020) (CONTINUED)

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

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

(End of Clause)

52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS-PROHIBITION (DEC 2023)
Applicable to Quartermaster Services Only

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

Covered article, as defined in 41 U.S.C. 4713(k), means--

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following--

(1) The Office of the Director of National Intelligence;

52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS-PROHIBITION (DEC 2023) (CONTINUED)

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency--

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS-PROHIBITION (DEC 2023) (CONTINUED)

(b) *Prohibition*.

(1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase ‘‘FASCSA order’’ in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;
(B) Name of the covered article or source subject to a FASCSA order;
(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;
(D) Brand;
(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(F) Item description;
(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement*.

(1) During contract performance, the Contractor hall review SAM.gov at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS-PROHIBITION (DEC 2023) (CONTINUED)

(3)(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.
(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;
(B) Order number(s), if applicable;
(C) Name of the product or service provided to the Government or used during performance of the contract;
(D) Name of the covered article or source subject to a FASCSA order;
(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;
(F) Brand;
(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(H) Item description; and
(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.
(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts*.

52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS-PROHIBITION (DEC 2023) (CONTINUED)

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

(End of Clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 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:
[Contracting Officer check as appropriate.]

[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).

[X] (2) 52.203–13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025) (CONTINUED)

[X] (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).

[X] (8) 52.204–15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

[X] (9) 52.204–27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117–328).

[X] (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).

[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).

[X] (21)(i) 52.219–9, Small Business Subcontracting Plan (JAN 2025) (15 U.S.C. 637(d)(4)).

[X] (24) 52.219–16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

[X] (26)(i) 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.

[X] (31) 52.222–3, Convict Labor (JUN 2003) (E.O. 11755).

[X] (32) 52.222-19, Child Labor–Cooperation with Authorities and Remedies (JAN 2025) (E.O. 13126).

[X] (35)(i) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
[ ] (ii) Alternate I (JULY 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 (JULY 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 (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
[ ] (ii) Alternate I (MAR 2015) of 52.222–50 (22 U.S.C. chapter 78 and E.O. 13627).

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025) (CONTINUED)

[X] (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).

[X] (55) 52.226–8, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) (E.O. 13513).

[X] (56) 52.229–12, Tax on Certain Foreign Procurements (FEB 2021).

[X] (59) 52.232–33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

[X] (62) 52.239–1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[X] (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)).

(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:

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

[X] (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).

[X] (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).

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

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

[X] (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 paragraphs (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). **(Does not apply to the U.S. Coast Guard.)**

(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 2016) (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) [X] (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
[ ] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(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).

(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. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.

Such orders may be issued from February 1, 2027 through January 31, 2030 (Base Period), and if exercised for Option 1 orders may be issued from February 1, 2030 through January 31, 2032, for Option 2 from February 1, 2032 through January 31, 2034, for Option 3 from February 1, 2033 through January 31, 2034, and for Option 4 from February 1, 2034 through January 31, 2035.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, this contract shall control.

(c) Delivery orders will be issued electronically. P-Card orders may be issued orally.

(End of Clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $300.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --
(1) Any order for a single item in excess of $5 Million;
(2) Any order for a combination of items in excess of $65 Million; or
(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after the final due date of the last delivery order. **(This does not include backorders or exchanges).**

(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 at any time within the base or option periods of the contract provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract or option 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 eight (8) years.

(End of Clause)

52.223-23, SUSTAINABLE PRODUCTS AND SERVICES (MAY 2024) (DEVIATION FEB 2025)

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

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR part 4270.2).

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process. (42 U.S.C. 6903).

Sustainable products and services means:

(1) Products containing recovered material designated by the U.S. Environmental Protection Agency (EPA) under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products).

(2) Energy- and water-efficient products that are ENERGY STAR® certified or Federal Energy Management Program (FEMP)-designated products (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/eere/femp/search-energy-efficient-products and https://www.energystar.gov/products?s=mega).

(3) Biobased products meeting the content requirement of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR part 4270) (https://www.biopreferred.gov).

(4) Acceptable chemicals, products, and manufacturing processes listed under EPA's Significant New Alternatives Policy (SNAP) program, which ensures a safe and smooth transition away from substances that contribute to the depletion of stratospheric ozone (42 U.S.C. 7671l) (40 CFR part 82, subpart G)(https://www.epa.gov/snap).

(b) *Requirements*.

(1) The sustainable products and services, including the purchasing program and type of product or service, that are applicable to this contract, and any products or services that are not subject to this clause, will be set forth in the statement of work or elsewhere in the contract.

(2) The Contractor shall ensure that the sustainable products and services required by this contract are—

(i) Delivered to the Government;

52.223-23, SUSTAINABLE PRODUCTS AND SERVICES (MAY 2024) (DEVIATION FEB 2025) (CONTINUED)

(ii) Furnished for use by the Government;

(iii) Incorporated into the construction of a public building or public work; and

(iv) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract (versus costs which are normally applied to the Contractor's general and administrative expenses or indirect costs). This includes services performed by contractors performing management and operation of Government-owned facilities to the same extent that, at the time of award, an agency would be required to comply if an agency operated or supported the facility.

(c) *Resource*. The Green *Procurement* Compilation (GPC) available at https://sftool.gov/greenprocurement provides a comprehensive list of sustainable products and services and sustainable acquisition guidance. The Contractor should review the GPC when determining which statutory purchasing programs apply to a specific product or service.

(End of Clause)

52.224-3 PRIVACY TRAINING – ALTERNATE I (DEVIATION)

(a) *Definition.* As used in this clause, personally identifiable information means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) Circular A–130, Managing Federal Information as a Strategic Resource).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who—
   (1) Have access to a system of records;
   (2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or
   (3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.1 and 39.105).

(c) The contracting agency will provide initial privacy training, and annual privacy training thereafter, to Contractor employees for the duration of this contract. Contractor employees shall satisfy this requirement by completing *Privacy at DHS: Protecting Personal Information* accessible at *http://www.dhs.gov/dhs-security-and-training-requirements-contractors*. Training shall be completed within 30 days of contract award and be completed on an annual basis thereafter not later than October 31st of each year.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will—
   (1) Have access to a system of records;
   (2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or
   (3) Design, develop, maintain, or operate a system of records.

(End of Clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025) (DEVIATION FEB 2025)

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

Commercial product, commercial service, and commercially available off-the-shelf item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.

Subcontract includes a transfer of commercial products or commercial services between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial products or services:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509), if the subcontract exceeds the threshold specified in FAR 3.1004(a) on the date of subcontract award and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 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).

(iv) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).

(v) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (NOV 2021), other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.

(vi) 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).

(vii) 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).

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

(ix) (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.

(x) 52.219-8, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C.637(d)(2) and (3)), if the subcontract offers 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.

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025) (DEVIATION FEB 2025) (CONTINUED)

(xi) Reserved.

(xii) Reserved.

(xiii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C.4212(a));

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

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

(xvi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(xvii) (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
(B) Alternate I (MAR 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O. 13627).

(xviii) 52.222-55, Minimum Wages for Contractor Workers under Executive Order 14026 (JAN 2022), if flow down is required in accordance with paragraph (k) of FAR clause 52.222-55.

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause 52.222-62.

(xx) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).
(B) Alternate I (JAN 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable.

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

(xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xxiii) 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.).

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

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

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

3052.204-73 NOTIFICATION AND CREDIT MONITORING REQUIREMENTS FOR PERSONALLY IDENTIFIABLE INFORMATION INCIDENTS (JUL 2023)

(a) *Definitions.* Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual's identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, the DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual.

(1) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.
(2) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements:

(i) Truncated SSN (such as last 4 digits);
(ii) Date of birth (month, day, and year);
(iii) Citizenship or immigration status;
(iv) Ethnic or religious affiliation;
(v) Sexual orientation;
(vi) Criminal history;
(vii) Medical information; and
(viii) System authentication information, such as mother's birth name, account passwords, or personal identification numbers (PINs).

(3) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual.

(b) *PII and SPII Notification Requirements.*

(1) No later than 5 business days after being directed by the Contracting Officer, or as otherwise required by applicable law, the Contractor shall notify any individual whose PII or SPII was either under the control of the Contractor or resided in an information system under control of the Contractor at the time the incident occurred. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by, the Contracting Officer. The Contractor shall not proceed with notification unless directed in writing by the Contracting Officer.
(2) All determinations by the Department related to notifications to affected individuals and/or Federal agencies and related services (*e.g.,* credit monitoring) will be made in writing by the Contracting Officer.
(3) Subject to government analysis of the incident and direction to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first-class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

3052.204-72 SAFEGUARDING OF CONTROLLED UNCLASSIFIED INFORMATION (JUL 2023)

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

Adequate Security means security protections commensurate with the risk resulting from the unauthorized access, use, disclosure, disruption, modification, or destruction of information. This includes ensuring that information hosted on behalf of an agency and information systems and applications used by the agency operate effectively and provide appropriate confidentiality, integrity, and availability protections through the application of cost-effective security controls.

Controlled Unclassified Information (CUI) is any information the Government creates or possesses, or an entity creates or possesses for or on behalf of the Government (other than classified information) that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls. This definition includes the following CUI categories and subcategories of information:

(1) Chemical-terrorism Vulnerability Information (CVI) as defined in 6 CFR part 27, ‘‘Chemical Facility Anti-Terrorism Standards,’’ and as further described in supplementary guidance issued by an authorized official of the Department of Homeland Security (including the Revised Procedural Manual ‘‘Safeguarding Information Designated as Chemical-Terrorism Vulnerability Information’’ dated September 2008);

(2) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (title XXII, subtitle B of the Homeland Security Act of 2002 as amended through Public Law 116-283), PCII’s implementing regulations (6 CFR part 29), the PCII Program Procedures Manual, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security, the PCII Program Manager, or a PCII Program Manager Designee;

(3) Sensitive Security Information (SSI) as defined in 49 CFR part 1520, ‘‘Protection of Sensitive Security Information,’’ as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or designee), including Department of Homeland Security MD 11056.1, ‘‘Sensitive Security Information (SSI)’’ and, within the Transportation Security Administration, TSA MD 2810.1, ‘‘SSI Program’’;

(4) Homeland Security Agreement Information means information the Department of Homeland Security receives pursuant to an agreement with State, local, Tribal, territorial, or private sector partners that is required to be protected by that agreement. The Department receives this information in furtherance of the missions of the Department, including, but not limited to, support of the Fusion Center Initiative and activities for cyber information sharing consistent with the Cybersecurity Information Sharing Act of 2015;

(5) Homeland Security Enforcement Information means unclassified information of a sensitive nature lawfully created, possessed, or transmitted by the Department of Homeland Security in furtherance of its immigration, customs, and other civil and criminal enforcement missions, the unauthorized disclosure of which could adversely impact the mission of the Department;

(6) International Agreement Information means information the Department of Homeland Security receives that is required to be protected by an information sharing agreement or arrangement with a foreign government, an international organization of governments or any element thereof, an international or foreign public or judicial body, or an international or foreign private or non-governmental organization;

(7) Information Systems Vulnerability Information (ISVI) means:

3052.204-72 SAFEGUARDING OF CONTROLLED UNCLASSIFIED INFORMATION (JUL 2023) (CONTINUED)

(i) Department of Homeland Security information technology (IT) systems data revealing infrastructure used for servers, desktops, and networks; applications name, version, and release; switching, router, and gateway information; interconnections and access methods; and mission or business use/need. Examples of ISVI are systems inventories and enterprise architecture models. Information pertaining to national security systems and eligible for classification under Executive Order 13526 will be classified as appropriate; and/or

(ii) Information regarding developing or current technology, the release of which could hinder the objectives of the Department, compromise a technological advantage or countermeasure, cause a denial of service, or provide an adversary with sufficient information to clone, counterfeit, or circumvent a process or system;

(8) Operations Security Information means Department of Homeland Security information that could be collected, analyzed, and exploited by a foreign adversary to identify intentions, capabilities, operations, and vulnerabilities that threaten operational security for the missions of the Department;

(9) Personnel Security Information means information that could result in physical risk to Department of Homeland Security personnel or other individuals whom the Department is responsible for protecting;

(10) Physical Security Information means reviews or reports illustrating or disclosing facility infrastructure or security vulnerabilities related to the protection of Federal buildings, grounds, or property. For example, threat assessments, system security plans, contingency plans, risk management plans, business impact analysis studies, and certification and accreditation documentation;

(11) Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual's identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, the DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual.

(i) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.

(ii) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements:

(A) Truncated SSN (such as last 4 digits);
(B) Date of birth (month, day, and year);
(C) Citizenship or immigration status;
(D) Ethnic or religious affiliation;
(E) Sexual orientation;
(F) Criminal history;
(G) Medical information; and
(H) System authentication information, such as mother's birth name, account passwords, or personal identification numbers (PINs).

3052.204-72 SAFEGUARDING OF CONTROLLED UNCLASSIFIED INFORMATION (JUL 2023) (CONTINUED)

(iii) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual.

Federal information means information created, collected, processed, maintained, disseminated, disclosed, or disposed of by or for the Federal Government, in any medium or form.

Federal information system means an information system used or operated by an agency or by a Contractor of an agency or by another organization on behalf of an agency.

Handling means any use of controlled unclassified information, including but not limited to marking, safeguarding, transporting, disseminating, re-using, storing, capturing, and disposing of the information.

Incident means an occurrence that --

(1) Actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or

(2) Constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

Information Resources means information and related resources, such as personnel, equipment, funds, and information technology.

Information Security means protecting information and information systems from unauthorized access, use, disclosure, disruption, modification, or destruction in order to provide --

(1) Integrity, which means guarding against improper information modification or destruction, and includes ensuring information nonrepudiation and authenticity;

(2) Confidentiality, which means preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information; and

(3) Availability, which means ensuring timely and reliable access to and use of information.

Information System means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

(b) *Handling of Controlled Unclassified Information.*

(1) Contractors and subcontractors must provide adequate security to protect CUI from unauthorized access and disclosure. Adequate security includes compliance with DHS policies and procedures in effect at the time of contract award. These policies and procedures are accessible at https://www.dhs.gov/dhssecurity-and-training-requirementscontractors.

(2) The Contractor shall not use or redistribute any CUI handled, collected, processed, stored, or transmitted by the Contractor except as specified in the contract.

3052.204-72 SAFEGUARDING OF CONTROLLED UNCLASSIFIED INFORMATION (JUL 2023) (CONTINUED)

(3) The Contractor shall not maintain SPII in its invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions. It is acceptable to maintain in these systems the names, titles, and contact information for the Contracting Officer's Representative (COR) or other government personnel associated with the administration of the contract, as needed.

(4) Any government data provided, developed, or obtained under the contract, or otherwise under the control of the Contractor, shall not become part of the bankruptcy estate in the event a Contractor and/or subcontractor enters bankruptcy proceedings.

(c) *Incident Reporting Requirements*.

(1) Contractors and subcontractors shall report all known or suspected incidents to the Component Security Operations Center (SOC) in accordance with Attachment F, Incident Response, to DHS Policy Directive 4300A Information Technology System Security Program, Sensitive Systems. If the Component SOC is not available, the Contractor shall report to the DHS Enterprise SOC. Contact information for the DHS Enterprise SOC is accessible at https://www.dhs.gov/dhs-security-and-trainingrequirements-contractors. Subcontractors are required to notify the prime Contractor that it has reported a known or suspected incident to the Department. Lower tier subcontractors are required to likewise notify their higher tier subcontractor, until the prime contractor is reached. The Contractor shall also notify the Contracting Officer and COR using the contact information identified in the contract. If the report is made by phone, or the email address for the Contracting Officer or COR is not immediately available, the Contractor shall contact the Contracting Officer and COR immediately after reporting to the Component or DHS Enterprise SOC.

(2) All known or suspected incidents involving PII or SPII shall be reported within 1 hour of discovery. All other incidents shall be reported within 8 hours of discovery.

(3) CUI transmitted via email shall be protected by encryption or transmitted within secure communications systems. CUI shall be transmitted using a FIPS 140-2/140-3 Security Requirements for Cryptographic Modules validated cryptographic module identified on https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules. When this is impractical or unavailable, for Federal information systems only, CUI may be transmitted over regular email channels. When using regular email channels, Contractors and subcontractors shall not include any CUI in the subject or body of any email. The CUI shall be included as a password-protected attachment with the password provided under separate cover, including as a separate email. Recipients of CUI information will comply with any email restrictions imposed by the originator.

(4) An incident shall not, by itself, be interpreted as evidence that the Contractor or Subcontractor has failed to provide adequate information security safeguards for CUI or has otherwise failed to meet the requirements of the contract.

(5) If an incident involves PII or SPII, in addition to the incident reporting guidelines in Attachment F, Incident Response, to DHS Policy Directive 4300A Information Technology System Security Program, Sensitive Systems, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:

(i) Unique Entity Identifier (UEI);
(ii) Contract numbers affected unless all contracts by the company are affected;
(iii) Facility CAGE code if the location of the event is different than the prime Contractor location;
(iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, and email);
(v) Contracting Officer POC (address, telephone, and email);

3052.204-72 SAFEGUARDING OF CONTROLLED UNCLASSIFIED INFORMATION (JUL 2023) (CONTINUED)

(vi) Contract clearance level;
(vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network;
(viii) Government programs, platforms, or systems involved;
(ix) Location(s) of incident;
(x) Date and time the incident was discovered;
(xi) Server names where CUI resided at the time of the incident, both at the Contractor and subcontractor level;
(xii) Description of the government PII or SPII contained within the system; and
(xiii) Any additional information relevant to the incident.

(d) *Incident Response Requirements*.

(1) All determinations by the Department related to incidents, including response activities, will be made in writing by the Contracting Officer.

(2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of incidents.

(3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:

(i) Inspections;
(ii) Investigations;
(iii) Forensic reviews;
(iv) Data analyses and processing; and
(v) Revocation of the Authority to Operate (ATO), if applicable.

(4) The Contractor shall immediately preserve and protect images of known affected information systems and all available monitoring/packet capture data. The monitoring/packet capture data shall be retained for at least 180 days from submission of the incident report to allow DHS to request the media or decline interest.

(5) The Government, at its sole discretion, may obtain assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

(e) *Certificate of Sanitization of Government and Government-Activity-Related Files and Information.* Upon the conclusion of the contract by expiration, termination, cancellation, or as otherwise indicated in the contract, the Contractor shall return all CUI to DHS and/or destroy it physically and/or logically as identified in the contract unless the contract states that return and/or destruction of CUI is not required. Destruction shall conform to the guidelines for media sanitization contained in NIST SP 800-88, Guidelines for Media Sanitization. The Contractor shall certify and confirm the sanitization of all government and government-activity related files and information. The Contractor shall submit the certification to the COR and Contracting Officer following the template provided in NIST SP 800-88, Guidelines for Media Sanitization, Appendix G.

(f) *Other Reporting Requirements.* Incident reporting required by this clause in no way rescinds the Contractor's responsibility for other incident reporting pertaining to its unclassified information systems under other clauses that may apply to its contract(s), or as a result of other applicable statutory or regulatory requirements, or other U.S. Government requirements.

3052.204-72 SAFEGUARDING OF CONTROLLED UNCLASSIFIED INFORMATION (JUL 2023) (CONTINUED)

(g) *Subcontracts.* The Contractor shall insert this clause in all subcontracts and require subcontractors to include this clause in all lower tier subcontracts when subcontractor employees will have access to CUI; CUI will be collected or maintained on behalf of the agency by a subcontractor; or a subcontractor information system(s) will be used to process, store, or transmit CUI.

(End of Clause)

3052.204-73 NOTIFICATION AND CREDIT MONITORING REQUIREMENTS FOR PERSONALLY IDENTIFIABLE INFORMATION INCIDENTS (JUL 2023) (CONTINUED)

(i) A brief description of the incident;
(ii) A description of the types of PII or SPII involved;
(iii) A statement as to whether the PII or SPII was encrypted or protected by other means;
(iv) Steps individuals may take to protect themselves;
(v) What the Contractor and/or the Government are doing to investigate the incident, mitigate the incident, and protect against any future incidents; and
(vi) Information identifying who individuals may contact for additional information.

(c) *Credit Monitoring Requirements.* The Contracting Officer may direct the Contractor to:

(1) Provide notification to affected individuals as described in paragraph (b).
(2) Provide credit monitoring services to individuals whose PII or SPII was under the control of the Contractor or resided in the information system at the time of the incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:

(i) Triple credit bureau monitoring;
(ii) Daily customer service;
(iii) Alerts provided to the individual for changes and fraud; and
(iv) Assistance to the individual with enrollment in the services and the use of fraud alerts.

(3) Establish a dedicated call center. Call center services shall include:

(i) A dedicated telephone number to contact customer service within a fixed period;
(ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
(iii) Weekly reports on call center volume, issue escalation (*i.e.,* those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
(iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
(v) Customized Frequently Asked Questions, approved in writing by the Contracting Officer in coordination with the Component or Headquarters Privacy Officer; and
(vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.

(End of clause)

3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (JUL 2023)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

[X] 3052.247-72 F.o.B. Destination Only.

(b) Clauses.

[X] 3052.204-71 Contractor Employee Access.
[X] 3052.204-71 Contractor Employee Access (Alternate I).
[X] 3052.205-70 Advertisement, Publicizing Awards, and Releases.
[X] 3052.219-71 DHS Mentor Protégé Program. (See deviation below)
[X] 3052.228-70 Insurance.
[X] 3052.242-72 Contracting Officer's Representative.

(End of Clause)

3052.219-71 DHS MENTOR-PROTÉGÉ PROGRAM (DEVIATION) (APR 2024)

(a) Large businesses are encouraged to participate in the DHS Mentor-Protégé program for the purpose of providing developmental assistance to eligible protégé entities to enhance their capabilities and increase their participation in DHS contracts.

(b) The program consists of:

(1) Mentor firms, which are large prime contractors capable of providing developmental assistance;
(2) Protégé firms, are small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small business concerns, Historically Black Colleges and Universities, and Minority Serving Institutions; and
(3) Mentor-Protégé agreements, approved by the DHS Office of Small and Disadvantaged Business Utilization (OSDBU).

(c) Mentor participation in the program means providing business developmental assistance to aid protégés in developing the requisite expertise to effectively compete for and successfully perform DHS contracts and subcontracts.

(d) Large business prime contractors serving as mentors in the DHS Mentor-Protégé program are eligible for a post-award incentive for subcontracting plan credit. The mentor may receive small business subcontracting credit for costs it incurs to provide assistance to a protégé. The mentor may use this additional credit towards attaining its subcontracting plan participation goal under the same or another DHS contract. The amount of credit given to a mentor firm for these protégé developmental assistance costs shall be calculated on a dollar-for-dollar basis and reported in the Summary Subcontract Report via the Electronic Subcontracting Reporting System (eSRS) at www.esrs.gov. For example, a mentor/large business prime contractor would report a $10,000 subcontract to the protégé subcontractor and $5,000 of developmental assistance to the protégé as $15,000. The Mentor and Protégé will submit a signed joint statement agreeing on the dollar value of the developmental assistance and the Summary Subcontract Report.

3052.219-71 DHS MENTOR-PROTÉGÉ PROGRAM (DEVIATION) (APR 2024) (CONTINUED)

(e) Contractors interested in participating in the program are encouraged to contact the DHS OSDBU for more information.

(End of Clause)

3052.225-70 REQUIREMENT FOR USE OF CERTAIN DOMESTIC COMMODITIES (NOV 2024)

(a) *Definitions.* As used in this clause—
  (1) "Commercial," as applied to an item described in paragraph(b) of this clause, means an item of supply, whether an end item or component, that meets the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.
  (2) "Component" means any item supplied to the Government as part of an end item or of another component.
  (3) "End item" means supplies delivered under a line item of this contract.
  (4) "Non-commercial," as applied to an item described in paragraph (b) or (c) of this clause, means an item of supply, whether an end item or component, that does not meet the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.
  (5) "Qualifying country" means a country with a memorandum of understanding or international agreement with the United States under which DHS procurement is covered.
  (6) "United States" includes the possessions of the United States.

(b) The Contractor shall deliver under this contract only such of the following commercial or non-commercial items, either as end items or components, that have been grown, reprocessed, reused, or produced in the United States:

  (1) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof; or
  (2) Tents, tarpaulins, covers, textile belts, bags, protective equipment (such as body armor), sleep systems, load carrying equipment (such as fieldpacks), textile marine equipment, parachutes or bandages.

(c) The Contractor shall deliver under this contract only such of the following non-commercial items, either as end items or components, that have been grown, reprocessed, reused, or produced in the United States:

  (1) Cotton and other natural fiber products.
  (2) Woven silk or woven silk blends.
  (3) Spun silk yarn for cartridge cloth.
  (4) Synthetic fabric or coated synthetic fabric (including all textile fibers and yarns that are for use in such fabrics).
  (5) Canvas products.
  (6) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).
  (7) Any item of individual equipment manufactured from or containing any of the fibers, yarns, fabrics, or materials listed in this paragraph (c).

(d) This clause does not apply—

  (1) To items listed in (FAR) 48 CFR 25.104, or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at United States market prices;
  (2) To the covered items in paragraphs (b) and (c) of this clause containing non-compliant fibers when the total value of the non-compliant fibers contained in the end item does not exceed 10 percent of the total purchase price of the end item; or
  (3) To items that are eligible products per (FAR) 48 CFR Subpart 25.4.

(End of Clause)

SECTION III - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

NO.	ATTACHMENT TITLE	NO. OF PAGES
A)	**CLIN PRICING LIST - ALL DHS UNIFORMS III, v3**	**(N/A)**
B)	**COMPONENTS' SPECIFICATIONS**	**(N/A)**
	B1) CBP SPECIFICATIONS CLIN LIST, v3	
	B2) ICE ERO SPECIFICATIONS CLIN LIST, v2	
	B3) ICE HSI SPECIFICATIONS CLIN LIST, v2	
	B4) CISA FEMA SPECIFICATIONS CLIN LIST	
	B5) FEMA SPECIFICATIONS CLIN LIST	
	B6) FLETC SPECIFICATIONS CLIN LIST	
	B7) USCG SPECIFICATIONS CLIN LIST, v2	
	B8) FPS SPECIFICATIONS CLIN LIST, v2	
	B9) FDA SPECIFICATIONS CLIN LIST	
	B10) USSS SPECIFICATIONS CLIN LIST	
	B11) TSA SPECIFICATIONS CLIN LIST, v2	
	B12) TSA FAMS SPECIFICATIONS CLIN LIST	
C)	**PERFORMANCE WORK STATEMENT– DEPARTMENT OF HOMELAND SECURITY UNIFORMS – DEPARTMENT WIDE CONTRACT R2 (DATED Dec 19, 2025)**	**63**
D)	**KISSELL AMENDMENT TUTORIAL**	**2**
E)	**PAST PERFORMANCE CONTRACT REFERENCE DATA SHEET (2020-2025)**	**1**
F)	**PRIOR EXPERIENCE FORM (2020-2025)**	**3**
G)	**SUBCONTRACTING PLAN OUTLINE**	**10**

Other Attachments for Reference Purposes:

CBP Directive HB1400-05D ISSP Handbook v.8
CBP Seals Signatures Directory - OLD AND NEW – FINAL
Example of S2V Data
Full DHS branding guide
OFO Academy
USBP Academy
AMO Academy
Seal Lockup Full color VERT WHT Txt

SECTION IV – SOLICITATION PROVISIONS (PROPOSAL INSTRUCTIONS & EVALUATION CRITERIA)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: www.acquisition.gov

FEDERAL ACQUISITION REQULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE
52.204-7	**SYSTEM FOR AWARD MANAGEMENT (NOV 2024)**
52.204-16	**COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)**
52.212-1	**INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (SEP 2023)**
52.214-34	**SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)**
52.214-35	**SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)**

IV.2 SOLICITATION PROVISIONS – FULL TEXT (FAR/HSAM/CBP)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2024)

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.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2024) (CONTINUED)

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–

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2024) (CONTINUED)

(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 m*eans 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 with13 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–

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2024) (CONTINUED)

(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.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2024) (CONTINUED)

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*.

(i) The offeror represents as part of its offer that 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*.]

(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:[_____.]*

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2024) (CONTINUED)

(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)(9) and (10):
Complete paragraphs (c)(9) and (10) 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)); or

(ii) It □ is, □ is 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.

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(5) of this provision.)

□ Black American.

□ Hispanic American.

□ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

□ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

□ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

□ Individual/concern, other than one of the preceding.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2024) (CONTINUED)

(d) *Representations required to implement provisions of Executive Order 11246*- (1) Previous contracts and compliance. The offeror represents that-

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

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

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

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

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

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

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

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

(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."

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2024) (CONTINUED)

(2) *Foreign End Products:*

Line Item Number	Country of Origin	Exceeds 55% domestic content (yes/no)

[List as necessary]

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

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

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

(B) The terms "*Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product*,'' ''*commercially available off-the-shelf (COTS) item*,'' ''*critical component*,'' ''*domestic end product*, "*end product*," "*foreign end produ*ct," "*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 Bahraini, 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 Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. 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 Number	Country of Origin	Exceeds 55% domestic content (yes/no)

[List as necessary]

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2024) (CONTINUED)

(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.	Country of Origin

[List as necessary]

(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 paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (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

[List as necessary]

(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.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2024) (CONTINUED)

Other End Products:

Line Item No.	Country of Origin

[List as necessary]

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

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

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

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

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

(4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds 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.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2024) (CONTINUED)

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

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

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

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

(1) Listed end products.

Listed End Product	Listed Country 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.)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2024) (CONTINUED)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2024) (CONTINUED)

(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–

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2024) (CONTINUED)

(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: _____.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2024) (CONTINUED)

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)).

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2024) (CONTINUED)

(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–

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2024) (CONTINUED)

(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)

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)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery Indefinite Quantity (IDIQ) Contract resulting from this solicitation. The delivery orders awarded using this contract will be Fixed Unit Price orders.

(End of Provision)

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SECTION IV – SOLICITATION PROVISIONS (PROPOSAL INSTRUCTIONS & EVALUATION CRITERIA) (CONTINUED)

IV.1 PRE-PROPOSAL SITE VISIT: If any Vendor wishes to submit a proposal, they ***should*** attend the Pre-Proposal Site Visits conducted the week of December 8th – Artesia, NM, and Glynco, GA. To participate in any/all site-visits, arrangements are to be made with the Contracting Officer's Representative (COR), Benjamin Morrison: 817-914-3703 or email at benjamin.t.morrison@cbp.dhs.gov at least 3 days prior to attending (for badging purposes). A vendor may only send up to 3 (three) maximum representatives. Mr. Morrison must be provided with each attendee's Full Legal Name and Social Security Number for access to the facility. (The SSN will be safeguarded by the COR.)

Offerors are urged to attend the site visits as these are where quartermaster services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. However, under no circumstances shall failure to inspect the site(s) constitute grounds for a claim after contract award.

IV.2 DEADLINE FOR RECEIPT OF QUESTIONS FROM PROSPECTIVE OFFERORS: Potential offerors may submit questions in writing regarding the Performance Work Statement and the terms and conditions of this solicitation, via email only, to the contract specialist, Cami Schmidt, at **camilla.j.schmidt@cbp.dhs.gov** by **1:00 PM EST, Monday, November 24, 2025,** after release of the solicitation (original deadline). Please be advised that the Government intends to transmit questions and answers to all prospective offerors. **Final deadline for receipt of questions based on revised specifications for CBP(v3) and FPS (v2) is 1:00 PM EST, Wednesday, February 18, 2026**.

IV.3 ACKNOWLEDGMENT OF AMENDMENTS: The offeror must acknowledge (by signing and returning the SF30 with its proposal) acceptance of all Amendments (if any) to the Solicitation in its Proposal.

IV.4 GENERAL INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS

(a) The Offeror shall not exceed the specified page limitations stated (cover pages and table of contents will not be counted toward the specified page limits). The Government will not consider any pages in excess of the limitation for evaluation purposes.

(b) The proposal must be clear, coherent, and prepared in sufficient detail for effective evaluation. The proposal shall clearly demonstrate how the Offeror intends to accomplish the work required and must include convincing rationale and substantiation of all claims. The Offeror shall assume that the Government has no prior knowledge of its experience and will base its evaluation on the information presented in the Offeror's proposal.

(c) The Offeror is cautioned that "parroting" of the Request for Proposal (RFP) with a statement of intent to perform does not reveal the Offeror's understanding of the requirements or capability for addressing them and may result in the finding of a weakness in the approach.

(d) The Offeror is advised that the use of promotional material will not constitute compliance with the requirements concerning the content of responses.

(e) "Page X of Y Pages" numbering, the Offeror's name and submission date in the header or footer of each page shall be used. All pages of the written proposal shall be sequentially numbered with no gaps, breaks, or sub-page numbers/letters. Detailed tables of contents shall be used (the table of contents itself does not count toward the specified page limit).

(f) The Offeror is encouraged to use graphic presentations where such presentations will contribute to the compactness and clarity of the proposal. Graphic presentations must be within the main body of the proposal, and will count as part of the specified page limits. (All graphics must use the same font as specified for the remainder of the submission.)

IV.5 GENERAL INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS (CONTINUED)

(g) If any subcontractors or teaming partners are proposed, the Offeror's proposal shall clearly delineate the specific supplies and/or services and percentages to be performed by such subcontractors or teaming partners.

(h) All information submitted in response to this solicitation, inclusive of graphics, shall be formatted on 8 ½" x 11" size paper, in Arial font, no smaller than 11 point (including in tables and graphics). Only Arial shall be used. No other variations of Arial will be acceptable. For instance, Arial Nova Condensed Light and Arial Narrow are not acceptable. The pages shall be numbered; if applicable each side of an 8 ½" x 11" sheet of paper shall constitute one (1) page. Although resumes are excluded from the technical page limit, resumes shall be limited to no more than two (2) pages and each shall follow the referenced formatting specifications.

(i) Offer shall be clearly marked with the solicitation number: **70B01C26R00000004**.

(j) Minimum Offer Acceptance Period. The Government requires a minimum acceptance period of at least 120 calendar days from the proposal due date.

(k) RELEASE OF INFORMATION: The Offeror is hereby notified that questions/requests for clarifications submitted in response to this Solicitation will be posted publicly with the applicable response and may be considered public records subject to release when a public record request is made in accordance with the law. Thus, it is the Offeror's responsibility to ensure that submitted questions do not contain any kind of proprietary information.

(l) Offer in response to this solicitation is due no later than by the date and time specified in block 8 of the SF1449. Offeror shall submit proposals in three (3) volumes, as follows:

Volume I (Phase 1) – Past Performance, Prior Experience, Distribution Capacity, and Transition Plan
Volume II (Phase 2) – Technical Approach, with Subfactors A – E
Volume III (Phase 2) – Price

(m) **KISSELL AMENDMENT AND TRADE AGREEMENT ACT APPLICATION**

I.1.1.1. **Offerors' attention** is drawn to HSAR 3052.225-70 Requirement for Use of Certain Domestic Commodities (DEVIATION 13-01), appearing at Page 40 of this solicitation. Additionally, Attachment D is provided with this solicitation to provide further guidance on the Kissell Amendment (See Attachment D – Kissell Amendment Tutorial Appendix). Offerors should thoroughly review and familiarize themselves with each of these provisions as they are likely to address any questions offerors may have regarding the application of the Kissell Amendment. Additionally, please take note that this acquisition is also covered by the Trade Agreements Act.

I.1.1.2. **Offerors' attention** is also drawn to Attachment A (CLIN Pricing List - All DHS Uniforms III) to this solicitation, specifically the column named "Kissell Covered Item Yes/No" for each component's uniform CLINs. Uniform items are indicated with a "Yes," "Yes*," "No" and "No*." A "Yes" means that DHS has determined that the item is a Kissell-covered item. This means that Offerors are required to provide a Kissell-compliant item. A "No" means the item is not Kissell-covered. If an item is not Kissell-covered, Offerors will not be required to provide a Kissell-compliant item. Items with a "No*" are mostly those items where specifications permit either leather or synthetic material equivalent and it is unclear whether offerors will be proposing items containing textiles or not. Items with a "Yes*" are mostly those items where specifications require both leather and synthetic.

IV.6 GENERAL INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS (CONTINUED)

If the Offeror chooses to propose an item that contains textiles in accordance with the description of textiles in 6 USC 453b for either a "No*" or "Yes*" item, that item must be Kissell-compliant. Please be advised that the Trade Agreements Act applies to all items that are not Kissell-covered. Moreover, the Kissell Amendment requires application consistent with U.S. obligations under international agreements such that uniform items covered by trade agreements are entitled to equal consideration with domestic uniform items. *See* Kissell Tutorial Appendix for further details.

I.1.1.3. Offerors shall submit only Kissell-compliant items for all the Kissell-covered uniform items indicated on Attachment A unless a Non-Availability Determination request has been granted. Offerors wishing to make a Kissell Non-Availability Determination request shall submit such requests **at least two weeks prior to the closing date for the solicitation**. This request shall contain a master index of the items for which the offeror is requesting a Non-Availability Determination. Each item for which a Non-Availability Determination is sought shall be supported by the following information, at a minimum:

I.1.1.3.1.1. A description of the foreign and domestic items
I.1.1.3.1.2. Quantity
I.1.1.3.1.3. Cost
I.1.1.3.1.4. Time of delivery or availability
I.1.1.3.1.5. A detailed justification of the reason for use of foreign items

I.1.1.4. It is incumbent upon offerors to clearly and fully support any request for a Non-Availability Determination. Requests that do not include all of the minimum information required will not be considered. Offerors are requested to also provide information about any change to the specification for the item which would permit it to be sourced as Kissell-compliant. Any recommended change(s) must be clearly indicated and described.

I.1.1.5. Upon receipt of this information, CBP will review any recommended changes to the specifications. If deemed appropriate, CBP will amend the solicitation to clarify its requirements and provide all offerors at least one week to respond to any such change(s) before proposals are due. In those instances where CBP amends the solicitation to clarify its requirements to promote Kissell-compliance, the amendment will render the Non-Availability Determination request for that item unnecessary.

I.1.1.6. For the items where CBP does not amend the specifications, CBP will compile the Non-Availability Determination requests from all offerors. CBP will compile all pertinent information provided by offerors requesting a Non-Availability Determination for any items and publish the material on FedBizOpps for public comment. After review of the material submitted with the request and information submitted by the public, the Contracting Officer will prepare for each item where there is a Non-Availability Determination request, the following information as required by HSAR 3025.7002-2:

- An analysis of alternatives that would not require a domestic non-availability determination; and
- A written justification by the requiring activity, with specificity, why such alternatives are unacceptable.

I.1.1.7. CBP will transmit the information to the DHS Office of the Chief Procurement Officer (OCPO) where the information for each item will be reviewed and a decision made about whether or not to grant the Non-Availability Determination. The decision for each item will be sent to CBP and CBP will inform all offerors whether or not the Non-Availability Determination has been granted for each item. The offerors will then have time to revise their proposals prior to the closing date for the solicitation. Any determination of non-availability made prior to the closing date for the solicitation will be final for the purposes of this procurement, regardless of information provided by the public after the date such information was due and regardless of whether or not other offers of compliant items are submitted.

IV.6 GENERAL INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS (CONTINUED)

I.1.1.8. Offerors are required to indicate the **Country of Origin** for each item on Attachments A and B (CLIN Lists and Components Specifications, respectively). The successful offeror shall not change an item's country of origin once contract is awarded **without Government pre-approval**.

I.1.1.9. Kissell Amendment applies to all the Kissell-designated DHS uniform items listed on Attachments A and B (CLIN Lists Components Specifications, respectively) for DHS components. **The Kissell Amendment is not applicable to FDA uniform items.**

I.1.1.10. Please note that Offerors shall comply with BOTH the Kissell Amendment (See HSAR 3052.225-70-Requirement for Use of Certain Domestic Commodities (Mar 2013) (Deviation 13-01) (See Pages 21 and 22), and with the Trade Agreements Act (TAA) as implemented in FAR 25.4-Trade Agreements. There are different requirements for the Kissell Amendment and the Trade Agreements Act. Please see below for additional information concerning the Trade Agreements Act.

(n) Trade Agreements Act (TAA)

As the Kissell Amendment requires application consistent with U.S. obligations under international agreements, CBP will be evaluating offers in accordance with FAR Subpart 25.5. Specifically, CBP will be evaluating in accordance with FAR Subpart 25.503, which addresses evaluation of group offers. This is because this solicitation is being defined as a group of uniform items, including those from FDA, and award can be made only on the group for all of the line items specified. CBP reserves the right, however, to not make award on a line item or items if CBP determines that the requirements have changed. Any award, however, will be made on the basis of all line items as a group or the group of remaining line items if CBP determines to not make award on specific line item(s). The related ancillary services, Shipping/Handling of Existing Government-Owned Inventory, and the Quartermaster Services are not included in the definition of the group of supplies for the purposes of FAR 25.503.

NOTE: The HSAR clause (HSAR 3052.225-70) implementing Kissell and the FAR clause (FAR 52.225-5) implementing the TAA are both contract terms and conditions that offerors are required to comply with. Thus, compliance with both Kissell and TAA are considerations that impact whether an offeror is determined to be in compliance with the terms of the contract. This information must be updated in each submission of its proposal.

IV.7 UNITED STATES MEXICO CANADA AGREEMENT (USMCA)

The Parties to NAFTA (United States, Mexico, and Canada) have signed a an agreement, the U.S.-Mexico-Canada Agreement (USMCA) that will impact the countries from which TSA uniforms can be sourced and still be considered Kissell-compliant. That is to say, in accordance with the USMCA, only TSA uniform items sourced from the United States or Chile will be considered Kissell-compliant. Thus, the Contractor will need to identify and present their pricing for all TSA items sourced only from either the United States or Chile.

IV.8 INTRODUCTION TO THE PRICING STRUCTURE:

All pricing submitted under Items 10, 50, 90, 130, 170 **shall be in accordance with HSAR 3052.225-70 Requirement for Use of Certain Domestic Commodities (DEVIATION 13-01)**. Additionally, Attachment D is attached to this solicitation to provide further guidance on the Kissell Amendment (See Attachment D —Kissell Amendment Tutorial Appendix).

The Contractor shall provide unit prices for all items listed in Attachment A – CLIN Pricing List - All DHS Uniforms III**. The specifications for these items are outlined in** Attachements B1 – B12. (See page 40 entitled SECTION III - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS). The quantities specified in Attachment A are estimates for price evaluation purposes only and are not purchased under this contract. Unit prices for the same item but of different gender must be provided with the same unit price **(e.g., CBPOBP-008, Dress Shirt, Short Sleeve Male, and CBPOBP-006, Dress Shirt, Short Sleeve, Female shall have the same unit pricing).**

IV.8 INTRODUCTION TO THE PRICING STRUCTURE (CONTINUED):

NOTES FOR THE PRICING STRUCTURE:

It is not the Government's intent to limit this acquisition to brand-name items. To the extent that a specification contains a brand-name reference, the Government requests that the offeror propose either a brand-name item or an equal item. If the offeror proposes an equal item, please provide information describing how the item is equal in accordance with the specifications (included) to the brand-name item described by the Government.

All pricing submitted for quartermaster services under items 20, 30, 40, 60, 70, 80, 100, 110, 120, 140, 150, 160, 180, 190, and 200 shall be in accordance with the Service Contract Labor Standards and the referenced Wage Determinations in II.3 above.

IV.9 SUBMISSION REQUIREMENTS FOR CONSIDERATION AS AN OFFEROR TO THE SOLICITATION

This solicitation is constructed into a two-phase approach, wherein Phase 1 consists of Factors 1 – 4 (non-price factors), and Phase 2 consists of Factors 5 – 7 (Factor 7 being the price factor).

PHASE 1: FACTOR 1: PAST PERFORMANCE, FACTOR 2: PRIOR EXPERIENCE, FACTOR 3: DISTRIBUTION CAPACITY, FACTOR 4: TRANSITION PLAN

Within Phase 1, each offeror's proposal submitted in response to this solicitation shall be in one (1) complete volume. In this volume, the offeror shall submit **up to three (3) Past Performance Contract Reference Data Sheets – Attachment E** (each are one (1) page), and submit **up to three (3) Prior Experience Forms - Attachment F** (each are three (3) pages), **up to two (2) pages for an explanation of their distribution capability**, and **up to three (3) pages describing their transition plan from the preceding contract**. Additionally, the offeror may include one (1) additional page to allow Offerors to include a Cover Letter or Cover Page, if desired. This means the maximum page count shall not exceed 18 pages in total for Phase I, Volume I. The Offeror shall not include any pricing information in Volume I, other than historical pricing related to past performance to allow the government to assess relevancy.

Only items on the CLIN Pricing List (Attachment A) are current requirements for which offerors need to provide pricing. Any items within the Specifications Documents (Attachments B1-B12) which are not shown in the CLIN list are obsolete and therefore pricing is not required for those items. Not all items in the components' specification lists are required. When vendors find a specification that does not appear in the CLIN lists, it is to be disregarded – no pricing is required.

Phase 1: Factor 1 – Past Performance
Examine past performance as related to contractual requirements, timeliness, and customer satisfaction. References will be contacted.

- **Past Performance** (Contract Reference Data) shall be submitted using the data sheets indicated (Appendix B) for a maximum of 3 pages.

  Offerors shall submit Past Performance references performed as the prime contractor to determine its recency (contracts currently in process or completed within five (5) years of the date set for receipt of proposals), and relevancy (i.e., similarity in size, scope, and complexity) to the contractual requirements.

  The Offeror's relevant Past Performance will be evaluated to assess the Offeror's likelihood of being able to perform the contract successfully by examining the quality of service, timeliness of delivery/work, business relations, customer satisfaction, and staffing (including subcontractors/partners) provided to previous customers. The Government will be contacting the references identified on the Past Performance Contract Reference Data Sheets (Attachment E) to inform its evaluation of past performance.

  Sources of the information, context of the data, and general trends in the Offeror's performance and any associated risk will be considered. As part of this evaluation, the Government may contact any previous

agency/contractor that the Offeror has supported (provided as above or not). References may also be checked for any proposed first- tier sub-contractors.

IV.9 SUBMISSION REQUIREMENTS FOR CONSIDERATION AS AN OFFEROR TO THE SOLICITATION (CONTINUED)

The Government will consider past or current contracts (including Federal - CPARS, State and local government and private) for efforts like the Government requirement. The Government will consider the information provided on problems encountered with the identified contracts and associated corrective actions. Offerors with a negative past performance rating will be afforded an opportunity to address adverse past performance information. The Government may also consider information obtained from any other sources when evaluating past performance.

The Government may consider past performance information regarding predecessor companies, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant.

Evaluation of past performance will include an evaluation of the Offeror's past performance in complying with the requirements of FAR clause 52.219-8 Utilization of Small Business Concerns.

In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance (neutral evaluation).

Phase 1: Factor 2 – Prior Experience
Review prior experience with descriptions of how similar contracts have been managed. Ensure prior Performance Work Statement requirements were addressed.

- **Prior Experience** shall be submitted using the form indicated (Attachment F) for a maximum of 9 pages. Offerors shall provide at least two (2), and no more than three (3), written detailed descriptions demonstrating the Offeror's direct prior experience with successful projects of comparable scope (closely similar in size, scope, and complexity) to the requirements outlined in the Performance Work Statement (PWS). Descriptions shall provide sufficient detail that demonstrates the Offeror's depth and breadth of experience completing the work specified in the PWS.
  For Factor 2, the proposal shall address how the Offeror ensured adequate staffing was continually available, how the Offeror captured and retained personnel, and how the Offeror was able to continue to perform at the same/optimal levels if/when a position remained unfulfilled for any length of time.

Phase 1: Factor 3 – Distribution Capacity
Examine distribution capacity to ensure the offeror can meet inventory and distribution/logistical demands of this contract.

- **Distribution Capacity** shall be submitted electronically with a maximum of 2 pages for this submission.

  For Factor 3, the proposal shall demonstrate how the offeror will meet the requirements for inventory control management, warehousing, and tracking of all inventories, either manufactured or sourced to ensure secure storage and timely deliveries of all uniform items in accordance with current commercial standards. The proposal shall demonstrate how well the offeror will manage levels of inventory to meet the Government's requirements as well as how the offeror plans to distribute items to official government duty stations and process returns.

Phase 1: Factor 4 – Transition Plan
Evaluate proposed timelines for turnover of material items, records, and implementation.

IV.9 SUBMISSION REQUIREMENTS FOR CONSIDERATION AS AN OFFEROR TO THE SOLICITATION (CONTINUED)

- **Transition Plan** shall be submitted electronically with a maximum of 3 pages for this submission.

  For Factor 4, the proposal shall demonstrate the offeror's proposed processes and procedures (1) address the orderly turnover of uniforms items, materials, supplies, facilities, equipment, and records/data to ensure effective implementation of delivery orders, as well as responsibilities inherent at contract end; (2) demonstrate a feasible plan for accepting employee account data for Web-Based Uniform Requesting System (WBURS); (3) identify timeframes for when uniform items would be available on the WBURS, after Government approval of First Article uniform items; (4) articulate an acceptable timeframe to implement all Component Delivery Orders; and (5) support an approach to successfully managing Phase-In and Phase-Out Plans.

NOTE: FAILURE OF A PROPOSAL TO COMPLY WITH THESE INSTRUCTIONS MAY BE GROUNDS FOR EXCLUSION OF THE PROPOSAL FROM FURTHER CONSIDERATION.

After evaluations of the Factors included in Phase 1 are complete, each participating Offeror will receive an Advisory Notification. Offerors not among the most highly rated in Phase 1 will be advised that they are unlikely to be viable competitors and will be provided with the general basis for the Government's advisory recommendation. The primary intent of the advisory notification process is to minimize costs for those Offerors with little to no chance of receiving an award. However, the Government's Advisory Notification will be a recommendation only, and those Offerors who are advised that they are unlikely to be viable competitors may elect to continue their participation in the procurement. The Government anticipates that up to four (4) Offerors will be considered among the most highly rated and advised of their viability as the procurement moves into Phase

NOTE: THE ADVISORY NOTIFICATION IS THE ONLY NOTICE THE GOVERNMENT WILL PROVIDE DURING PHASE 1; DEBRIEFINGS WILL NOT OCCUR AT THE END OF PHASE 1.

PHASE 2: FACTOR 5: TECHNICAL APPROACH, FACTOR 6: ORAL PRESENTATION, & FACTOR 7: PRICE

Within Phase 2, each offeror's proposal submitted in response to this solicitation shall be in two (2) complete volumes and shall include 1 oral presentation.

In Volume II, the offeror shall submit their Technical Approach, with five (5) approximately equally weighted subfactors. Volume II is limited to 25 pages in total, including the cover page. Subfactor A: Required Plans and Requirements Planning submissions will not count against the 25-page limit for the Technical Submittal. However, the total number of pages allotted for plans shall not exceed 15 pages. This is in total not 15 pages for each plan, thus the overall total maximum number of pages for Volume II shall not exceed 40 pages. The Offeror shall not include any pricing information in Volume II.

NOTE: OFFERORS THAT ARE ADVISED TO PROCEED TO PHASE 2 (AS WELL AS VENDORS WHO CHOOSE TO CONTINUE REGARDLESS OF THE RECOMMENDATION) WILL BE INSTRUCTED AS TO THE DUE DATE FOR SUBMISSION OF THE REQUIREMENTS LISTED ABOVE.

Phase 2: Factor 5: Technical Approach (Volume II)

The narrative for the Technical Approach must be written in a clear, concise fashion describing precisely what the Offeror proposes to do to meet the requirements under the Performance Work Statement. The Technical Approach shall cover the Offeror's approach for achieving each individual task area of the Performance Work Statement in sufficient detail for it to be evaluated. The Offeror's Technical Approach shall show proposed methods and techniques for completing the performance requirements under the Performance Work Statement.

IV.9 SUBMISSION REQUIREMENTS FOR CONSIDERATION AS AN OFFEROR TO THE SOLICITATION (CONTINUED)

(1) Subfactor A: Required Plans and Requirements Planning
(2) Subfactor B: Uniform Samples
(3) Subfactor C: Logistical Functions
(4) Subfactor D: Ability One & UNICOR
(5) Subfactor E: Small Business Subcontracting Plan

Subfactor A: Required Plans and Requirements Planning

(1) Quality Control Plan – Minimum Requirements: The proposal shall demonstrate the processes the Offeror will maintain to ensure consistent quality control procedures for all products and uniforms, as well as the proposed methods for identifying deficiencies in supplies or services and for taking corrective action before the level of performance becomes unsatisfactory. The proposal shall demonstrate processes for conducting external audits (outside the manufacturing plants) to maintain product quality.

(2) Security Plan – Minimum Requirements: The proposal shall demonstrate the proposed processes and procedures which provide for (1) securing Government furnished information, equipment, and Government-branded uniform items; (2) maintaining a staff dedicated to securing all automated systems to prevent unauthorized access; and (3) adhering to security requirements to include:

(a) Adhering to Government-branded uniform items as “FOUO/LES” for items which are For Official Use Only and Law Enforcement Sensitive.
(b) Reporting on any security breach within 24 hours of discovery.
(c) Securing all uniforms, Government-branded items, and Government-furnished information throughout the supply chain.
(d) Storing Government-branded items in a separate (i.e., caged) location.
(e) Disposing of Government-branded items, when required, in a secure manner.
(f) Providing Destruction Reports on items destroyed with Government approval.
(g) Ensuring all uniform items including logos, branding, artwork, embellishments, badges, patches and other insignia depicting DHS are reserved solely for use in performing the work of this contract and that DHS retains all intellectual property rights.
(h) Ensuring employees performing work at the Artesia, Glynco, and Charleston training academies undergo an initial background investigation and periodic re-investigations.
(i) Preventing employees who receive an “unsuitable/unfit for employment” rating by DHS from working on DHS contracts.
(j) Accommodating the Government to perform security audits.
(k) Ensuring proper handling and security of Personally Identifiable Information (PII), Allowance Account information, and other data.

(3) Customer Satisfaction/Service/Outreach Plan – Minimum Requirements: The proposal shall demonstrate how the proposed plan addresses the Customer Service/Satisfaction and Outreach requirements within the PWS in the areas of: (1) monitoring customer satisfaction in the product lines for the Components; (2) providing a mechanism for authorized users to provide feedback on the WBURS; (3) providing submitted feedback in a real-time, downloadable format for Government review; and (4) providing customer service reports and status on customer service center and methods.

IV.9 SUBMISSION REQUIREMENTS FOR CONSIDERATION AS AN OFFEROR TO THE SOLICITATION (CONTINUED)

Subfactor B: Uniform Samples

The offeror shall submit one (1) each of the samples in the following tables with its proposal:

CLIN NO.	SPEC NO.	DESCRIPTION	COMPONENT
CBPOFO-382	CID2-2-20 (a)	Rough Duty Uniform Pant – OFO	CBP
CBPOFO-520	CID1-2-26 (j)	Rough Duty Uniform Short Sleeve Shirt – OFO	CBP
CBPCBP-531	CID3-1-02 (l)	Black Insulated Soft Shell	CBP
CBPOBP-437	CID1-3-10 (a)	Olive Drab Green Long Sleeve Performance Patrol Shirt	CBP
CBPOBP-002	PD3-1-01(c)	USBP Ike Jacket	CBP
CBPOBP-158	CID1-4-06 (a)	Black Short Sleave Polo	CBP
CBPOAM-433	PD3-1-11	Tan Honor Guard Coat	CBP
CBPOAM-409	CID1-2-25(a)	Shirt, 2Pc Flight Suit, Flame Resistant, Tan	CBP
CBPCBP-557	CID8-2-49 (a)	CBP Seal Sew Down	CBP
FLETC-049	FLETC-049	Navy Windbreaker	FLETC
FLETC 032	FLETC 032	Navy Criminal Investigation Training Program Polo	FLETC
ERO 16	ERO 16	SRT Tactical Tops OCP	ICE
ERO 8	ERO 8	ERO Ballcap	ICE
FAMS-APS-012	FAMS-APS-012	Tactical Khaki Pants	TSA – FAMS
FAMS-FDU-009	FAMS-FDU-009	Navy Long Sleave T-Shirt	TSA – FAMS
FAMS-ACD-012	FAMS-ACD-012	5 in 1 Parka	TSA – FAMS
TSA-TSO-100	TSA-TSO-100	Navy Cargo Pant	TSA
TSA-TSO-023	TSA-TSO-023	Short Sleave Royal Blue Uniform Shirt	TSA
FEMA 005	FEMA 005	Lightweight Jacket	FEMA
FEMA 019	FEMA 019	Navy Short Sleeve Polo	FEMA

Meeting "Fit" is defined as: correct style of item; true male and female sizing; zippers and adjustable accessories are properly applied to the garment; item is developed to meet the applicable athletic (defined as generally broader in the chest and slimmer in the waist), slim (defined as clothing closer to the body), or standard fits; etc.

Meeting "Quality of Workmanship" is defined as: outside and inside details of the garment meet the requirements; collar, pockets, and waistbands meet the appropriate measurements; fabric content and weight are correct.

Samples shall demonstrate both “fit” and “quality of workmanship.” Considerations will include (but are not limited to) true male and female sizing; zippers and adjustable accessories are properly applied to the garment; item is developed to meet the applicable athletic (defined as generally broader in the chest and slimmer in the waist), slim (defined as clothing closer to the body), or standard fits; outside and inside details of the garment meeting the requirements; collar, pockets, and waistbands meet the appropriate measurements; fabric content and weight are correct. The provided samples shall also demonstrate that uniform items have a neat and tailored appearance consistent with law enforcement uniforms. *In addition, TSA samples shall demonstrate compliance with the RFP’s stated sourcing restrictions for these items, *i.e.*, domestic products of the United States or eligible products of Chile.

IV.9 SUBMISSION REQUIREMENTS FOR CONSIDERATION AS AN OFFEROR TO THE SOLICITATION (CONTINUED)

Samples shall be submitted to the following address:

Attention: Sherrie Butler
U.S. CUSTOMS AND BORDER PROTECTION
OFAM/AAMD/UMC
MAIL STOP 1104
1100 HAMPTON PARK BLVD
CAPITOL HEIGHTS, MD 20743

Subfactor C: Logistical Functions

(1) Quartermaster Services – Minimum Requirements: The proposal shall demonstrate the Offeror's plan to establish a presence at the FLETC facilities in Glynco, Georgia, Artesia, New Mexico, and Charleston, South Carolina. Services include managing on-site operations, measuring/fitting employees, managing inventory, issuing uniforms, performing alterations, and providing the necessary equipment and fixtures.

(2) Unique Sizing (all uniform items, including made to measure, female uniform items, maternity wear) – Minimum Requirements: The proposal shall demonstrate how the Offeror will establish a program to produce or purchase items with unique sizing requirements for employees whose proportions do not allow a standard stock pattern to be used. The proposal shall demonstrate how the offeror will be able to ship all made-to-measure items within ninety (90) calendar days from the order date. The proposal shall also demonstrate how the Offeror will manage pattern retention, female sizing, and maternity/skirt options for religious exceptions.

(3) Delivery/Shipment – Minimum Requirements: The proposal shall provide data that demonstrates how the Offeror will establish and articulate the system(s)/method(s) the Offeror will use to track items throughout the supply chain and shipping processes to ensure on-time delivery/shipment per the PWS.

Subfactor D: AbilityOne & UNICOR

The proposal shall demonstrate how the offeror will include both AbilityOne and UNICOR as part of its proposal. This Subfactor should focus on the type of arrangement that the offeror has with these contractors (i.e., Memorandum of Understanding, Teaming Arrangement, Basic Subcontracting or other agreement).

Subfactor E: Small Business Subcontracting Plan

The proposal shall demonstrate how the Offeror will meet or exceed the current Small Business Subcontracting goals and ensure compliance with FAR Subpart 19.7. Additionally, the proposal shall demonstrate subcontractor relationships for the PWS requirements.

Note: Small Business Offerors are not required to submit a Small Business Subcontracting Plan in accordance with FAR Subpart 19.7. However, as stated above, a Small Business Offeror shall submit all subcontractor relationships, if any, for the PWS requirements.

1. 41.5% for small business.
2. 3% for HUBZone small business.
3. 5% for small-disadvantaged business.
4. 5% for women-owned small business.
5. 5% for Service-Disabled Veteran-Owned small business.

IV.9 SUBMISSION REQUIREMENTS FOR CONSIDERATION AS AN OFFEROR TO THE SOLICITATION (CONTINUED)

Factor 6: Oral Presentation (No Associated Written Volume)

Offerors shall attend an in-person meeting for Factor 6 - Oral Presentation. Offerors shall give an Oral Presentation of their Technical Approach and shall provide sufficiently detailed descriptions for successfully accomplishing objectives. Specifically, the offerors must address sections 4.4 Web-Based System (including live demo), 4.9.2 Order Data Reporting (including real time data), 6.4 Change Management Process, and meeting the key performance indicators identified in section 7.1 Performance Indicators and Metrics, Contract-Wide specified in the Performance Work Statement (PWS) and demonstrate the soundness thereof. The Technical Approach shall reflect a clear understanding of the services to be rendered as described in the PWS.

The Offeror's technical approach shall demonstrate how the offeror will meet the requirements of the PWS to include how they will manage the approximately 1,700 items on the contract, how they will be set up to manage the various components and their POCs, and how they will ensure compliance with the Performance Standards, including the Key Performance Indicators, how they will meet the Scheduled Dates for Item Approvals, and other deliverables included in the PWS.

The Oral Presentation must include a demonstration of the offeror's Web-Based Uniform Requestion System (WBURS), as well as how they will meet the reporting and data requirements, and how they will manage the uniform allowance accounts, and allowance account change requests.

The Government will allow up to 90 minutes for this portion of the Oral Presentation.

At the conclusion of the Offeror's Oral Presentation, the Government will provide Offerors with 5 additional "on-the-spot" topics which pertain to the task order services and Technical Approach. These shall be addressed in a presentation format. Offerors will be given a specified amount of time to step away and prepare their responses and will be allotted 60 minutes to present a response to the topics upon their return.

Slide decks and/or visuals used during the Oral Presentation, including the presentation of "on-the-spot" topics, shall be submitted to the Government at the conclusion of the Oral Presentation. These will be used for reference purposes only. Such written and/or visual materials will not be evaluated. Only content presented during the Oral Presentation, inclusive of the "on-the-spot" topics presentation, will be evaluated.

Factor 7: Price (Volume III)

Offerors shall submit a price proposal as a separate Volume III. The Offeror shall not include any technical information in Volume III.

The Price Proposal shall be submitted in electronic format. This volume should provide support for the offeror's pricing methodology for both uniform items and services. In addition, all pricing for CLIN Lists (Base and Options as well as prices for both All Components and Domestic/Chilean items for TSA) must be provided as part of the Pricing Proposal.

The Offeror shall provide completed copies of Attachment A as part of its price proposal for price evaluation purposes. The Government also requires additional pricing information to support the Offeror's basis for its proposed pricing. This may include commercial catalogs, internal market research, and previous sales price data.

The Offeror's fixed unit prices for Kissell-compliant uniform items shall be provided using the Pricing Structure in Sections I and IV, and include pricing for <u>all</u> items for <u>each</u> DHS Component's CLIN listed in Attachment A. Unit prices for the same item but of different gender must be provided with the same unit price **(e.g., CBPOBP-008, Dress Shirt, Short Sleeve Male, and CBPOBP-006, Dress Shirt, Short Sleeve, Female shall have the same unit pricing).** In addition to unit pricing, Offerors shall also identify country of origin information for each item. All unit prices proposed shall not exceed two decimal places: **(e.g., $ 25.72 not $ 25.71546).** The Offeror shall offer its best price for the items and services required to support this requirement.

IV.9 SUBMISSION REQUIREMENTS FOR CONSIDERATION AS AN OFFEROR TO THE SOLICITATION (CONTINUED)

A contractual coefficient proposed shall be specified in Attachment A in the Other Line Items Tab. As stated in PWS Section 6.4, Change Management). This coefficient for items added shall be provided as a percentage.

The quantities in the schedule are representative estimates for evaluation purposes only and are not to be construed as the minimum/maximum quantities that the Government may order under the contract.

Contractors are also to provide a "Discount Schedule" for price reductions for bulk purchases of items by CBP, TSA, FDA, and FPS as shown below:

For Single Delivery Order Purchase of 100-299 units of an individual **CLIN ___%** discount will apply to those items.

For Single Delivery Order Purchase of 300 units or more of an individual **CLIN ___%** discount will apply to those items. In either case all units must be shipped to a single delivery location to qualify. (This excludes any Cold Weather Gear and does not apply to any of the other Components).

Cover page(s) will not be counted towards total page limitation. Unit Item pricing for Attachment A – **CLIN PRICING LIST - ALL DHS UNIFORMS III** will not count against the total page limit for Volume III.

NOTE: FAILURE OF A PROPOSAL TO COMPLY WITH THESE INSTRUCTIONS MAY BE GROUNDS FOR EXCLUSION OF THE PROPOSAL FROM FURTHER CONSIDERATION.

ADDITIONAL SOLICITATION DATA:

REQUESTS FOR CLARIFICATION

All requests for solicitation clarifications or other questions related to the solicitation shall be submitted via e-mail **(ONLY)** to the Contract Specialist, Camilla (Cami) Schmidt, at camilla.j.schmidt@cbp.dhs.govnot later than 1:00 PM EST, Monday, November 24, 2025. All answers to questions or requests for clarifications will be posted publicly.

Questions shall be submitted in the format below:

"Document, Attachment, or Exhibit, Paragraph, Page Number, Question"

Note: All email requests must use the RFP Number 70B01C26R00000004 – Request for Clarification in the Subject Line.

Clarifications may require a formal amendment to this solicitation. **If the Government issues one or more amendments to the solicitation, the Offeror must acknowledge each and every amendment to be considered responsive to the RFP**.

PROPOSAL DUE DATE, TIME AND LOCATION ARE AS FOLLOWS:

Phase I (Factors 1-4):

Date: Friday, December 19, 2025
Time: 3:00 pm Eastern Standard Time

Phase II (Factors 5-7):

Date: Tuesday, March 10, 2026
Time: 3:00 pm Eastern Standard Time

IV.9 SUBMISSION REQUIREMENTS FOR CONSIDERATION AS AN OFFEROR TO THE SOLICITATION (CONTINUED)

Location:

All Required Proposal Information:

ATTN: Ronie Namata and Cami Schmidt
ronie.m.namata@cbp.dhs.gov
camilla.j.schmidt@cbp.dhs.gov

Samples:

ATTN: Sherrie Butler
U.S. Customs and Border Protection
OFAM/AAMD/UMC
MAIL STOP 1104
1100 Hampton Park Blvd
Capitol Heights, MD 20743

IV.10 EVALUATION--COMMERCIAL ITEMS

Using a tradeoff process, the Government intends to 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 government will evaluate proposal submissions in Phase 1 based on Confidence Ratings, and proposal submissions in Phase 2 based on a combination of Adjectival Ratings and Confidence Ratings.

EVALUATION FACTORS FOR AWARD

1. Past Performance
2: Prior Experience
3: Distribution Capacity
4: Transition Plan
5. Technical Approach, including Subfactors A-E
6. Oral Presentation
7. Price

Ratings Tables with Descriptions

Confidence Level Ratings Table, Phase 1, Factor 1

RATING	DESCRIPTION
High Confidence	Based on the offeror's performance record, the Government has high confidence the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's performance record, the Government has confidence the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's performance record, the Government has substantial doubt the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's performance record, the Government no confidence the offeror will be able to successfully perform the required effort.
Neutral	IAW FAR 15.305(a)(2)(iv), the offeror does not have record of relevant past performance or information is not available. The offeror will not be evaluated favorably or unfavorably.

IV.10 EVALUATION--COMMERCIAL ITEMS (CONTINUED)

Confidence Level Ratings Table, Phase 1 Factors 2-4

RATING	DESCRIPTION
High Confidence	The Government has high confidence that the Contractor understands the requirement, proposes a sound approach, and/or will be successful in performing the contract.
Some Confidence	The Government has some confidence that the Contractor understands the requirement, proposes a sound approach, and/or will be successful in performing the contract.
Low Confidence	The Government has low confidence that the Contractor understands the requirement, proposes a sound approach, and/or will be successful in performing the contract.

Adjectival Ratings Table, Phase 2, Factors 5 and 6 (inclusive of Factor 5 Subfactors)

RATING	DEFINITION
Outstanding	The proposal demonstrates an excellent understanding of the requirements and an approach that significantly exceeds performance or capability standards. The proposal contains one or more exceptional strengths that will significantly benefit the Government, and it contains no deficiencies, and no weaknesses, or very few minimal weaknesses.
Very Good	The proposal demonstrates a very good understanding of the requirements and an approach that exceeds performance or capability standards. The proposal contains one or more strengths that will benefit the Government, no deficiencies, and only a few minor weaknesses.
Satisfactory	The proposal demonstrates an acceptable understanding of the requirements and an approach that meets performance or capability standards. The proposal presents an acceptable solution that contains few or no strengths, no deficiencies, and some weaknesses.
Poor	The proposal demonstrates a shallow understanding of the requirements and an approach that only marginally meets performance or capability standards necessary for minimally acceptable contract performance. The proposal contains no deficiencies, but it contains few or no strengths and it contains significant weaknesses.
Unacceptable	The proposal fails to meet the requirements or contains one or more deficiencies or gross omissions, or a combination of weaknesses for which correction would require a major revision or redirection of the proposal.

IV.10 EVALUATION--COMMERCIAL ITEMS (CONTINUED)

It should be noted that an award may be made to other than the lowest price proposal if the Government determines that a price premium is warranted due to technical merit. The Government may also award to other than the highest technically rated proposal, if the Government determines that a price premium is not warranted.

In accordance with FAR 15.306(a)(3), the Government intends to evaluate the proposal and award without discussion. However,once the Government determines the Contractor that is the best-suited (i.e., the apparent successful Contractor), the Government reserves the right to communicate with only that Contractor to address any remaining issues, if necessary, and finalize a Contract with that Contractor. These issues may include technical and price. If the parties cannot successfully address any remaining issues, as determined pertinent at the sole discretion of the Government, the Government reserves the right to communicate with the next best-suited Contractor based on the original analysis and address any remaining issues.

In the event that the Government determines that discussions are necessary, it may establish a competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit efficient competition among the most highly rated proposals.

Phase 1: Factor 1 – Past Performance

The Government will evaluate the Offeror's Past Performance performed as the prime to determine its recency (contracts currently in process or completed within five (5) years of the date set for receipt of proposals), and relevancy (i.e., similar in size scope, and complexity) to the contractual requirements. The Offeror's relevant Past Performance will be evaluated to assess the Offeror's likelihood of being able to perform the contract successfully by examining the quality of service, timeliness of delivery/work, business relations, customer satisfaction, and staffing (including subcontractors/partners) provided to previous customers. The Government will be contacting the references identified on the Past Performance Contract Reference Data Sheets (Attachment E) to inform its evaluation of past performance.

Sources of the information, context of the data, and general trends in the Offeror's performance and any associated risk will be considered. As part of this evaluation, the Government may contact any previous agency/contractor that the Offeror has supported (provided as above or not).

The Government will consider past or current contracts (including Federal, State and local government and private) for efforts like the Government requirement. The Government will consider the information provided on problems encountered with the identified contracts and associated corrective actions. Offerors with a negative past performance rating will be afforded an opportunity to address adverse past performance information. The Government may also consider information obtained from any other sources when evaluating past performance.

The Government may consider past performance information regarding predecessor companies, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant.

Evaluation of past performance will include an evaluation of the Offeror's past performance in complying with the requirements of FAR clause 52.219-8 Utilization of Small Business Concerns.

In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance (neutral evaluation).

IV.10 EVALUATION--COMMERCIAL ITEMS (CONTINUED)

Phase 1: Factor 2 – Prior Experience

Offerors shall provide at least two (2), and no more than three (3), written detailed descriptions demonstrating the Offeror's direct prior experience with successful projects of comparable scope (closely similar in size, scope, and complexity) to the requirements outlined in the Performance Work Statement (PWS). Descriptions shall provide sufficient detail that demonstrates the Offeror's depth and breadth of experience completing the work specified in the PWS.

This factor shall address how the Offeror ensured adequate staffing was continually available, how the Offeror captured and retained personnel, and how the Offeror was able to continue to perform at the same/optimal levels if/when a position remained unfulfilled for any length of time.

Phase 1: Factor 3 – Distribution Capacity

The proposal will be evaluated on how the offeror will meet the requirements for inventory control management, warehousing, and tracking of all inventories, either manufactured or sourced to ensure secure storage and timely deliveries of all uniform items in accordance with current commercial standards. The proposal will also be evaluated on how well the offeror will manage levels of inventory to meet the Government's requirements. This evaluation will also examine how the offeror plans to distribute items to official government duty stations and process returns.

Phase 1: Factor 4 – Transition Plan

The Government will evaluate how well the proposed processes and procedures (1) address the orderly turnover of uniforms items, materials, supplies, facilities, equipment, and records/data to ensure effective implementation of delivery orders, as well as responsibilities inherent at contract end; (2) demonstrate a feasible plan for accepting employee account data for Web-Based Uniform Requesting System (WBURS); (3) identify timeframes for when uniform items would be available on the WBURS, after Government approval of First Article uniform items; (4) articulate an acceptable timeframe to implement all Component Delivery Orders; and (5) support an approach to successfully managing Phase-In and Phase-Out Plans.

<u>Factors in Phase 1 are all approximately equal in importance to each other.</u>

Phase 2: Factor 5 – Technical Approach

The technical approach will be evaluated based on the following subfactors, which have the following relative weights - Subfactors A-E are approximately equal in importance to each other.

Subfactor A: Required Plans and Requirements Planning

Quality Control Plan – Minimum Requirements: The Government will evaluate how well the plan demonstrates the processes the Offeror will maintain to ensure consistent quality control procedures for all products and uniforms. The evaluation will also assess the proposed methods for identifying deficiencies in supplies or services and for taking corrective action before the level of performance becomes unsatisfactory. The evaluation will also evaluate the proposed processes for conducting external audits (outside the manufacturing plants) to maintain product quality.

Security Plan – Minimum Requirements: The Government will evaluate how well the proposed processes and procedures provide for (1) securing Government furnished information, equipment, and Government-branded uniform items; (2) maintaining a staff dedicated to securing all automated systems to prevent unauthorized access; and (3) adhering to security requirements to include:

IV.10 EVALUATION--COMMERCIAL ITEMS (CONTINUED)

(1) Adhering to Government-branded uniform items as “FOUO/LES.”
(2) Reporting on any security breach within 24 hours of discovery.
(3) Securing all uniforms, Government-branded items, and Government-furnished information throughout the supply chain.
(4) Storing Government-branded items in a separate (i.e., caged) location.
(5) Disposing of Government-branded items, when required, in a secure manner.
(6) Providing Destruction Reports on items destroyed with Government approval.
(7) Ensuring all uniform items including logos, branding, artwork, embellishments, badges, patches and other insignia depicting DHS are reserved solely for use in performing the work of this contract and that DHS retains all intellectual property rights.
(8) Ensuring employees performing work at the Artesia, Glynco, and Charleston training academies undergo an initial background investigation and periodic re-investigations.
(9) Preventing employees who receive an “unsuitable/unfit for employment” rating by DHS from working on DHS contracts.
(10) Accommodating the Government to perform security audits.
(11) Ensuring proper handling and security of Personally Identifiable Information (PII), Allowance Account information, and other data.

Customer Satisfaction/Service/Outreach Plan – Minimum Requirements: The Government will evaluate how well the proposed plan addresses the Customer Service/Satisfaction and Outreach requirements within the PWS in the areas of: (1) monitoring customer satisfaction in the product lines for the Components; (2) providing a mechanism for authorized users to provide feedback on the WBURS; (3) providing submitted feedback in a real-time, downloadable format for Government review; and (4) providing customer service reports and status on customer service center and methods.

Subfactor B: Uniform Samples

The samples will be evaluated as to both “fit” and “quality of workmanship.” Considerations will include (but are not limited to) true male and female sizing; zippers and adjustable accessories are properly applied to the garment; item is developed to meet the applicable athletic (defined as generally broader in the chest and slimmer in the waist), slim (defined as clothing closer to the body), or standard fits; outside and inside details of the garment meeting the requirements; collar, pockets, and waistbands meet the appropriate measurements; fabric content and weight are correct. The samples will also be evaluated to ensure that the uniform items have a neat and tailored appearance consistent with law enforcement uniforms. *In addition, TSA samples shall be evaluated for compliance with the RFP’s stated sourcing restrictions for these items, *i.e.*, domestic products of the United States or eligible products of Chile.

Meeting "Fit" is defined as: correct style of item; true male and female sizing; zippers and adjustable accessories are properly applied to the garment; item is developed to meet the applicable athletic (defined as generally broader in the chest and slimmer in the waist), slim (defined as clothing closer to the body), or standard fits; etc.

Meeting "Quality of Workmanship" is defined as: outside and inside details of the garment meet the requirements; collar, pockets, and waistbands meet the appropriate measurements; fabric content and weight are correct.

Samples are shown on the following page:

IV.10 EVALUATION--COMMERCIAL ITEMS (CONTINUED)

Table 1: Uniform Evaluation Samples

CLIN NO.	SPEC NO.	DESCRIPTION	COMPONENT
CBPOFO-382	CID2-2-20 (a)	Rough Duty Uniform Pant – OFO	CBP
CBPOFO-520	CID1-2-26 (j)	Rough Duty Uniform Short Sleeve Shirt – OFO	CBP
CBPCBP-531	CID3-1-02 (l)	Black Insulated Soft Shell	CBP
CBPOBP-437	CID1-3-10 (a)	Olive Drab Green Long Sleeve Performance Patrol Shirt	CBP
CBPOBP-002	PD3-1-01(c)	USBP Ike Jacket	CBP
CBPOBP-158	CID1-4-06 (a)	Black Short Sleave Polo	CBP
CBPOAM-433	PD3-1-11	Tan Honor Guard Coat	CBP
CBPOAM-409	CID1-2-25(a)	Shirt, 2Pc Flight Suit, Flame Resistant, Tan	CBP
CBPCBP-557	CID8-2-49 (a)	CBP Seal Sew Down	CBP
FLETC-049	FLETC-049	Navy Windbreaker	FLETC
FLETC 032	FLETC 032	Navy Criminal Investigation Training Program Polo	FLETC
ERO 16	ERO 16	SRT Tactical Tops OCP	ICE
ERO 8	ERO 8	ERO Ballcap	ICE
FAMS-APS-012	FAMS-APS-012	Tactical Khaki Pants	TSA – FAMS
FAMS-FDU-009	FAMS-FDU-009	Navy Long Sleave T-Shirt	TSA – FAMS
FAMS-ACD-012	FAMS-ACD-012	5 in 1 Parka	TSA – FAMS
TSA-TSO-100	TSA-TSO-100	Navy Cargo Pant	TSA
TSA-TSO-023	TSA-TSO-023	Short Sleave Royal Blue Uniform Shirt	TSA
FEMA 005	FEMA 005	Lightweight Jacket	FEMA
FEMA 019	FEMA 019	Navy Short Sleeve Polo	FEMA

The samples will be evaluated as to both “fit” and “quality of workmanship.” Considerations will include (but are not limited to) true male and female sizing; zippers and adjustable accessories are properly applied to the garment; item is developed to meet the applicable athletic (defined as generally broader in the chest and slimmer in the waist), slim (defined as clothing closer to the body), or standard fits; outside and inside details of the garment meeting the requirements; collar, pockets, and waistbands meet the appropriate measurements; fabric content and weight are correct. The samples will also be evaluated to ensure that the uniform items have a neat and tailored appearance consistent with law enforcement uniforms. *In addition, TSA samples will be evaluated to ensure compliance with the RFP’s stated sourcing restrictions for these items, *i.e.*, domestic products of the United States or eligible products of Chile.

Subfactor C: Logistical Functions

Quartermaster Services – Minimum Requirements: The proposal will be evaluated on how well it provides a plan to establish a presence at the FLETC facilities in Glynco, Georgia, Artesia, New Mexico, and Charleston, South Carolina. Services include managing on-site operations, measuring/fitting employees, managing inventory, issuing uniforms, performing alterations, and providing the necessary equipment and fixtures.

IV.10 EVALUATION--COMMERCIAL ITEMS (CONTINUED)

Unique Sizing (all uniform items, including made to measure, female uniform items, maternity wear) – Minimum Requirements: The proposal will be evaluated as to how well it establishes a program to produce or purchase items with unique sizing requirements for employees whose proportions do not allow a standard stock pattern to be used. The proposal shall also be evaluated as to how the offeror will be able to ship all made-to-measure items within ninety (90) calendar days from the order date. The proposal shall also be evaluated on how well it explains pattern retention, female sizing, and maternity/skirt options for religious exceptions.

Delivery/Shipment – Minimum Requirements: The proposal will be evaluated on how well it shows how the offeror will provide data that shows how they will establish and articulate the system(s)/method(s) the Contractor will use to track items throughout the supply chain and shipping processes to ensure on-time delivery/shipment per the PWS.

Subfactor D: AbilityOne & UNICOR

The Government will evaluate how each offeror will include both AbilityOne and UNICOR as part of its proposal. This evaluation will focus on the type of arrangement that the offeror has with these contractors (i.e., Memorandum of Understanding, Teaming Arrangement, Basic Subcontracting or other agreement).

Subfactor E: Small Business Subcontracting Plan

The Government will evaluate how well each Offeror addresses how it will meet or exceed the current Small Business Subcontracting goals and ensure compliance with FAR Subpart 19.7. Additionally, the proposal will be reviewed to understand subcontractor relationships for the PWS requirements.

Note: Small Business Offerors are not required to submit a Small Business Subcontracting Plan in accordance with FAR Subpart 19.7. However, as stated above, a Small Business Offeror shall submit all subcontractor relationships, if any, for the PWS requirements.

1. 41.5% for small business.
2. 3% for HUBZone small business.
3. 5% for small-disadvantaged business.
4. 5% for women-owned small business.
5. 5% for Service-Disabled Veteran-Owned small business.

The proposal will be evaluated on the Offeror's overall proposed technical approach to achieving the requirements of the PWS and its demonstrated ability to perform the work; on the content and completeness of the Offeror's technical proposal and the responsiveness to the requirements identified in the PWS and RFP; the extent to which the Offeror's solution reflects a demonstrated understanding of the requirements, and sound, practical, and feasible methods to accomplish all tasks, and proposed acceptable methods for ensuring the quality of deliverables and uniform items in accordance with the PWS. Unique concepts, features, and other approaches offered in the proposal may be considered in terms of the degree to which risks are identified and minimized, as well as the potential benefits to be derived by the Government therefrom.

<u>Factor 5 Subfactors A-E are approximately equal in importance to each other.</u>

Phase 2: Factor 6: Oral Presentation (No Associated Written Volume)

The Government will evaluate Factor 6 - Oral Presentation based on how well the presentation shows a correlation to how the vendor will meet the Technical Approach (Factor 5) and shall provide sufficiently detailed descriptions for successfully accomplishing objectives. Specifically this will include how the Offerors must address sections 4.4 Web-Based System (including live demo), 4.9.2 Order Data Reporting (including real time data), 6.4 Change Management Process, and meeting the key performance indicators identified in section 7.1 Performance Indicators and Metrics, Contract-Wide specified in the Performance Work Statement (PWS) and demonstrate the soundness thereof. The Technical Approach shall reflect a clear understanding of the services to be rendered as described in the PWS.

Phase 2: Factor 6: Oral Presentation (No Associated Written Volume) (Continued)

The Offeror's technical approach shall demonstrate how the offeror will meet the requirements of the PWS to include how they will manage the approximately 1,700 items on the contract, how they will be set up to manage the various components and their POCs, and how they will ensure compliance with the Performance Standards, including the Key Performance Indicators, how they will meet the Scheduled Dates for Item Approvals, and other deliverables included in the PWS.

The Government will allow up to 90 minutes for this portion of the oral presentation.

Factors in Phase 2 (Factor 5 Technical Approach and Factor 6 Oral Presentation) are approximately equal in importance to each other.

ALSO

Non-Price factors in Phase 2 (Factor 5 Technical Approach and Factor 6 Oral Presentation) are significantly more important than all Factors in Phase 1 (Factor 1, Past Performance Factor 2, Prior Experience, Factor 3 Distribution Capacity, and Factor 4 Transition Plan.).

Phase 2: Factor 7: Price (Volume III)

Price will be evaluated for reasonableness and completeness based on Unit Prices, as well as the total of all pricing submitted (i.e., the base period inclusive of all options), and a separate evaluation of the Contractual Coefficient (PWS, Paragraph 6.4) to include an assessment of whether the proposed pricing is balanced among the unit prices and options. Using the formulas pre-populated on Attachment A, the total evaluated price will be calculated by multiplying the unit price (in each respective period – base or option) times the total estimated quantity of the item.

The calculation of the Grand Total Summary Price (total evaluated price) in the manner prescribed above is necessary to satisfy the full and open competition requirements of FAR Part 6, as well as FAR 17.207(f), so as to establish fixed pricing for all uniform items over all options.

In order to ensure reasonableness of the offered price, the team may use different analytical techniques in accordance with FAR 15.404, such as a review of potentially unbalanced pricing proposal elements, to determine if there is any price-related issue that could pose an unacceptable risk to the Government. For instance, the Government will evaluate the pricing for the 50 top-procured items, and 50 random items (100 items in total) to see if unit prices for those items raise concerns about unbalanced pricing.

This analysis will assess whether unit pricing for items with higher ordering volumes is overstated while unit pricing for items with lower ordering volumes is understated such that award at the proposed unit prices would result in DHS paying unreasonably high prices during the life of the contract.

Option Year Pricing Evaluation - the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Option year pricing will also be analyzed for unbalanced pricing. This evaluation of options does not obligate the Government to exercise the option(s).

OVERALL EVALUATION:

All evaluation factors other than price, when combined, are significantly more important than price. As the technical evaluation of proposals approaches equality, price becomes more important in making the award determination. In the event that two or more proposals are determined not to have any substantial technical differences (i.e., are technically equivalent), the award may be made to the lowest priced proposal.

ADDITIONAL CLAUSES AND PROVISIONS

(Added in Solicitation Amendment 0005)

HOMELAND PROCUREMENT REFORM ACT -- COVERED ITEMS (JUN 2023)

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

Covered item, as applied to an item described in subsection (b) of this clause, means –

(1) Footwear provided as part of a uniform;

(2) Uniforms;

(3) Holsters and tactical pouches;

(4) Patches, insignia, and embellishments;

(5) Chemical, biological, radiological, and nuclear protective gear;

(6) Body armor components intended to provide ballistic protection for an individual, consisting of one or more of the following:

(i) Soft ballistic panels;

(ii) Hard ballistic plates; or

(iii) Concealed armor carriers worn over a uniform; or

(iv) External armor carriers worn over a uniform; and

(7) Any other item of clothing or protective equipment as determined appropriate by the Secretary.

Frontline operational component, as applied to an item described in subsection (b) of this clause, means any of the following entities of the Department of Homeland Security --

(1) U.S. Customs and Border Protection;

(2) U.S. Immigration and Customs Enforcement;

(3) The United States Secret Service;

(4) The Transportation Security Administration;

(5) The Federal Protective Service;

(6) The Federal Emergency Management Agency;

(7) The Federal Law Enforcement Training Centers; and

(8) The Cybersecurity and Infrastructure Security Agency.

(b) Each supplier of a covered item with an insignia (such as any patch, badge, or emblem) and each supplier of such an insignia, if the covered item with such insignia or such insignia, as the case may be, is not produced, applied, or assembled in the United States, shall --

(1) store such covered item with such insignia or such insignia in a locked area; and

(2) report to both the Contracting Officer and Contracting Officer's Representative (COR) within 24 hours any pilferage or theft of such covered item with such insignia or such insignia occurring at any stage before delivery of such covered item with such insignia or such insignia.

(c) *Destruction Requirements*. The contractor shall destroy any such defective or unusable covered item with insignia or insignia in a manner that renders the covered item unusable with no possibility of reassembly.

(1) Destruction shall be verified by a Government witness or other approved method of verification as stated in the contract.

(2) Each destruction record shall include a certification by the contractor that the defective or unusable covered item with insignia or in insignia was destroyed in a manner that renders the covered item unusable with no possibility of reassembly.

(3) Records shall be maintained, for three years after the creation of such records, of such destruction that include the date of such destruction, a description of the covered item with insignia or insignia destroyed, the quantity of the covered item with insignia or insignia destroyed, and the method of destruction. Destruction records shall be provided to the Contracting Officer and COR on a quarterly basis or contract expiration, whichever occurs first.

(d) *Late Deliveries*. The Contractor shall ensure covered items are delivered in accordance with the delivery timelines established in the contract. The contractor shall report all late deliveries to the Contracting Officer and COR, including the reason for the late delivery, for each fiscal year either not later than October 15th or contract expiration whichever occurs first.

(e) *Subcontracts*. The Contractor shall insert this clause in all subcontracts for covered items and require subcontractors to include this clause in all lower tier subcontracts for covered items.

(End of Clause)

HOMELAND PROCUREMENT REFORM ACT -- SMALL BUSINESS REQUIREMENTS (JUN 2023)

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

Covered item, as applied to an item described in subsection (b) of this clause, means --

(1) Footwear provided as part of a uniform;

(2) Uniforms;

(3) Holsters and tactical pouches;

(4) Patches, insignia, and embellishments;

(5) Chemical, biological, radiological, and nuclear protective gear;

(6) Body armor components intended to provide ballistic protection for an individual, consisting of one or more of the following:

(i) Soft ballistic panels;

(ii) Hard ballistic plates; or

(iii) Concealed armor carriers worn over a uniform; or

(iv) External armor carriers worn over a uniform; and

(7) Any other item of clothing or protective equipment as determined appropriate by the Secretary.

(b) The contractor shall ensure one-third of the value of covered items under the contract are manufactured or supplied in the United States (U.S.) by entities that qualify as small business concerns as such term is described under section 3 of the Small Business Act (15 U.S.C. 632).

(c) If the Contractor is a U.S. small business concern or is providing a covered item of a U.S. small business concern, the contractor shall supply covered items only to the extent that such concern is --

(1) unable to manufacture covered items in the U.S.;

(2) an entity registered with the System for Award Management (or successor system) administered by the General Services Administration; and

(3) in compliance with ISO 9001:2015 of the International Organization for Standardization (or successor standard) or other standard identified in the solicitation.

(End of Clause)

HOMELAND PROCUREMENT REFORM ACT CERTIFICATE -- SMALL BUSINESS REQUIREMENTS (JUN 2023)

(a) The Offeror certifies that each covered item listed in paragraph (b) is provided by an entity(ies) that qualifies as a small business concern as such term is described under section 3 of the Small Business Act (15 U.S.C. 632). The offeror also certifies that small business concerns that are supplying covered items are unable to manufacture such items in the U.S.

(b) The Offeror shall identify below each small business providing covered items under the contract as follows:

Name of Small Business	Manufacturer or Supplier	Confirmation Small Business Meets the requirements of (b)(1)-(3) Yes/No	Covered Item(s)	Total Value of Covered Item(s)	Total Percentage Value of Covered Item(s) Manufactured or Supplies in the U.S.

[List as Necessary]

(End of Provision)