

**SECTION B
CONTINUATION BLOCK**

CLIN	DESCRIPTION	TOTAL AMOUNT
0001	Phase I, Development of Roadmap Months 1-12	\$
0002	Phase I, Development of Roadmap Months 13-18	\$
0003	Option Period One (Phase II) (12 Months)	\$
0004	Option Period Two (Phase II) (12 Months)	\$
0005	Option Period Three (Phase II) (12 Months)	\$
0006	Option Period Four (Phase II) (12 Months)	\$
0007	TRAVEL Phase I, Development of Roadmap Months 1-12	To be provided at award
0008	TRAVEL Phase I, Development of Roadmap Months 13-18	To be provided at award
0009	TRAVEL Option Period One (Phase II) (12 Months)	To be provided at award
0010	TRAVEL Option Period Two (Phase II) (12 Months)	To be provided at award
0011	TRAVEL Option Period Three (Phase II) (12 Months)	To be provided at award
0012	TRAVEL Option Period Four (Phase II) (12 Months)	To be provided at award
	TOTAL	\$

TABLE OF CONTENTS

SECTION	TITLE	PAGE
A	COMBINED SYNOPSIS & SOLICITATION	1
B	Price Schedule	2
B.1	PRICE SCHEDULE	2
C	CONTRACT CLAUSES	
C.1	52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)	5
C.2	52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (OCT 2018)	6
C.3	52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2020)	18
C.4	52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	22
C.5	52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	27

C.6	NON-APPROPRIATED FUNDED AGENCY - FHFA (MAR 2011)	28
C.7	DISPUTES (APR 2013)	28
C.8	PUBLIC RELEASE OF CONTRACT AWARD AND PUBLICITY INFORMATION (AUG 2012)	30
C.9	NONDISCLOSURE OF CONTROLLED UNCLASSIFIED INFORMATION, INCLUDING FHFA NON-PUBLIC INFORMATION (OCT 2019)	30
C.10	INVOICING VIA INTERNET PAYMENT PLATFORM (NOV 2017)	35
C.11	FHFA NETWORK ACCESS (JUN 2019)	36
C.12	HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (DEC 2019)	37
C.13	ORDER OF PRECEDENCE -- FHFA CONTRACTS (OCT 2011)	37
C.14	CONTRACT NOT AFFECTED BY ORAL AGREEMENTS	37
C.15	NOTICE TO THE GOVERNMENT OF DELAYS	37
C.16	GOVERNMENT/CONTRACTOR RELATIONSHIPS	38
C.17	FHFA CONTRACT OVERSIGHT PERSONNEL (APR 2013)	38
C.18	INFORMATION COMMUNICATION TECHNOLOGY (ICT) ACCESSIBILITY (MAY 2019)	38
C.19	KEY PERSONNEL (OCT 2012)	39
C.20	MINORITY AND WOMEN INCLUSION (OCT 2017)	39
C.21	CONFLICT OF INTEREST (JUL 2012)	40
C.22	HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 [HSPD-12] (SEP 2012)	41
C.23	GOVERNMENT-FURNISHED PROPERTY AND INFORMATION	42
C.24	IT SECURITY CLAUSE FOR ACQUISITIONS IN WHICH FHFA CONTROLLED UNCLASSIFIED INFORMATION (CUI) WILL BE PROCESSED, STORED, OR TRANSMITTED IN A NONFEDERAL INFORMATION SYSTEM (JUN 2019)	43
D	CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	
D.1	LIST OF ATTACHMENTS	45
E	SOLICITATION PROVISIONS	
E.1	52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)	46
E.2	52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (DEC 2019)	47
E.3	52.216-1 TYPE OF CONTRACT (APR 1984)	67
E.4	52.217-5 EVALUATION OF OPTIONS (JULY 1990)	67
E.5	52.233-2 SERVICE OF PROTEST (SEP 2006)	67
E.6	CONTRACTOR SUPPORT NOTIFICATION	68
F	INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFEROR	
F.1	GENERAL INSTRUCTIONS	69
F.2	PROPOSAL PREPARATION	69

F.3	STEP 1 - VOLUME 1 CORPOPRATE EXPERIENCE SUBMISSION	71
F.4	STEP 2 - ADVISORY DOWN SELECT	71
F.5	STEP 3 – ORAL PRESENTATION ATTENDANCE REQUEST, PRICE PROPOSAL, KEY PERSONNEL, AND CONFLICT OF INTEREST MITIGATION PLAN (IF NECESSARY)	72
F.6	STEP 4 – ORAL PRESENTATION INSTRUCTIONS	73
F.7	ORAL PRESENTATION LOGISTICAL ISSUES	74
F.8	DISCUSSIONS	75
F.9	SMALL BUSINESS SUBCONTRACTING PLAN (IF NECESSARY)	75
G	EVALUATION FACTORS FOR AWARD	
G.1	52.212-2 EVALUATION – COMMERCIAL ITEMS (OCT 2014)	76
G.2	BASIS OF AWARD	76
G.3	RATING SYSTEM FOR FACTORS 1 AND 2	78
G.4	SMALL BUSINESS SUBCONTRACTING PLAN	79

SECTION C CONTRACT CLAUSES

C.1 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for-

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information.

The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

C.2 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017) ALTERNATE I

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement

or correction, and, when required, shall disclose the corrective action taken. [*Insert portion of labor rate attributable to profit.*]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property

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

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

(d) *Disputes*. **Reserved, see FHFA Specialty Clause C.7**

(e) *Definitions*. (1) The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference. As used in this clause-

(i) “Direct materials” means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) “Hourly rate” means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) “Materials” means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) "Subcontract" means any contract, as defined in FAR [subpart 2.1](#), entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

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

(g) *Invoice.*

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;

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

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

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

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

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

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

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

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

(i) *Payments.* (1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed

by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at [2.101](#), the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs*. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs*. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: Travel

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.)*. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: None

(2) *Total cost*. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of

the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

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

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

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

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

(D) Contractor point of contact.

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

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

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

(iii) *Final Decisions*. The Contracting Officer will issue a final decision as required by [33.211](#) if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

(viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

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

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

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

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

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

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

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

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

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

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

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

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

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

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

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Reserved

(u) Unauthorized Obligations.

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

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

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

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

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

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

C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2020)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5)[Reserved].

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

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

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

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

__ (10)[Reserved].

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

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

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

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

__ (13)[Reserved]

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

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

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

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

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

X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

X (17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4))

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

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

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

__ (v) Alternate IV (Aug 2018) of 52.219-9

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

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

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

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside
(Oct 2019) (15 U.S.C. 657f).

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

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

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

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

(26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020)
(E.O.13126).

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

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

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

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

(ii) Alternate I (July 2014) of 52.222-35.

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

(ii) Alternate I (July 2014) of 52.222-36.

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

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

(33) (i) 52.222-50, Combating Trafficking in Persons (Jan 2019)
(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).

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

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

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

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

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

(38) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Oct 2015) of 52.223-13.

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

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

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

(41) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

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

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

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

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

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

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

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

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

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

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

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

__ (48) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

__ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

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

X (55) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).

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

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

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

X (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)
(15 U.S.C. 637(d)(13)).

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

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

__ (iii) Alternate II (Feb 2006) of 52.247-64.

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

[Contracting Officer check as appropriate.]

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

__ (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

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

__ (4) 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).

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

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

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

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

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

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

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

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

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

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

(e)

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

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

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(viii) 52.222-26, Equal Opportunity (Sept 2015) (E.O.11246).

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

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

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

(xii) 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.

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

(xiv)

(A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (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).

(xv) 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).

(xvi) 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).

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

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

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

(xx)

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

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

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

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

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

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

(End of clause)

C.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

C.5 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 prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 1 day before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

C.6 NON-APPROPRIATED FUNDED AGENCY - FHFA (MAR 2011)

(a) Under the Housing and Economic Recovery Act of 2008, FHFA was established as an independent agency in the Executive Branch of the Federal Government.

(b) Notwithstanding any other provision or clause contained herein, whether express or incorporated by reference, FHFA is a non-appropriated funded agency. As such, FHFA is not subject to the Federal Acquisition Regulation (FAR). FHFA voluntarily follows the FAR with some limited exceptions in its acquisition of supplies and services. Any FAR provisions and/or clauses contained herein, whether express or incorporated by reference, are being utilized due to their commonality in the Federal acquisition environment.

(c) The Contractor understands that FHFA is not subject to the Contract Disputes Act of 1978 and that FHFA has its own disputes process as set forth in the clause contained herein and entitled "Disputes".

C.7 DISPUTES (APR 2013)

(a) All disputes arising under or relating to this contract shall be resolved under this clause. The Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-1709) is not applicable to the Federal Housing Finance Agency.

(b) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(c) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within six (6) years after accrual of the claim to the Contracting Officer for a

written decision. A claim by the Federal Housing Finance Agency (FHFA), hereafter "Agency," against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (c)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Agency is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(d) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(e) The Contracting Officer's decision shall be considered final unless the contractor submits a written request for appeal of the decision to FHFA's Senior Procurement Executive (SPE), within 60 days from receipt of the Contracting Officer's decision. The SPE must, within 30 days, decide the claim or notify the Contractor of the date by which the decision will be made. The decision of the SPE is final and conclusive unless a court of competent jurisdiction finds the decision fraudulent, arbitrary or capricious, so grossly erroneous as to imply bad faith, or not supported by substantial evidence. The contractor has 180 days from the date of the SPE's decision to appeal to a court of competent jurisdiction.

(f) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Agency is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(g) The Agency shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, interest shall be paid from the date that the Contracting Officer initially receives the perfected claim. Defective certifications are defined as failing to comply with any portion of (c) (2) or (c) (3) of this clause. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(h) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, or appeal, arising under or relating to the contract, and comply with any decision of the Contracting Officer.

C.8 PUBLIC RELEASE OF CONTRACT AWARD AND PUBLICITY INFORMATION (AUG 2012)

(a) The Contractor, its affiliates, agents or subcontractors, and their respective employees, shall not issue press releases or provide other information to the public or media regarding any FHFA contract award.

(b) The Contractor, its affiliates, agents or subcontractors, and their respective employees, shall not make statements to the media or issue press releases regarding their performance under this Contract.

(c) The Contractor may not issue or sponsor any advertising or publicity that states or implies that FHFA endorses, recommends or prefers the Contractor's services or products.

(d) The Contractor agrees to include this clause in all its subcontracts under this contract.

C.9 NONDISCLOSURE OF CONTROLLED UNCLASSIFIED INFORMATION, INCLUDING FHFA NON-PUBLIC INFORMATION (OCT 2019)

(a) In the course of performance of this contract, Contractor (used hereinafter in this clause to mean Contractor and Contractor's directors, officers, employees, subcontractors, agents, or consultants) may receive and/or produce Controlled Unclassified Information (CUI), as defined in 32 C.F.R. Part 2002 (hereinafter referred to as "FHFA CUI"). One type of FHFA CUI is FHFA Non-Public Information, which is information in any medium, whether electronic, hard copy, or unwritten, that FHFA has not made public, that is created by, obtained by, or communicated to an FHFA employee or FHFA contractor personnel, in connection with the performance of official duties, regardless of who is in possession of the information. FHFA CUI includes, but is not limited to, information of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, and the Federal Home Loan Banks (collectively, the regulated entities), the Office of Finance of the Federal Home Loan Bank System (Office of Finance), or FHFA. FHFA CUI includes information in any form, including documents, electronic mail, computer files, conversations, audio or video recordings, and internal information technology infrastructure components, including Internet Protocols.

(b) All FHFA CUI received and/or produced pursuant to this contract must be handled in accordance with (1) Executive Order 13556, *Controlled Unclassified Information*, 75 FR 68675 (Nov. 4, 2010); (2) 32 C.F.R. Part 2002; and (3) the CUI Registry (available at: <https://www.archives.gov/cui>). Contractor acknowledges that misuse of CUI may be subject to penalties established in applicable Federal laws, regulations, or Government-wide policies. Contractor agrees to report noncompliance with CUI handling requirements to FHFA's

Contracting Officer's Representative (COR) (used in this clause to mean the COR or the Invoice Approver).

(c) Contractor shall not disclose without the prior written approval of the Contracting Officer (CO), any FHFA CUI obtained by, produced by, or disclosed to the Contractor in connection with its performance under this contract, to anyone other than persons within FHFA or persons in the Contractor's organization who are properly entitled to such information for the performance of their official duties and who have signed an FHFA Nondisclosure Agreement.

(d) Contractor shall take all reasonable measures to avoid unintentional or inadvertent disclosure by it of FHFA CUI, and shall return to FHFA any such information, or copies thereof, not later than the date the Contractor has completed performance of its work under this contract. Should a question arise as to whether particular information is FHFA CUI, the Contractor shall immediately contact the FHFA COR and seek a determination as to the information's status. In the absence of a COR, the Contractor shall immediately contact the FHFA CO. If FHFA determines that the information is FHFA CUI, Contractor shall treat it in accordance with this clause.

(e) Contractor has read FHFA Policy No. 301, Use and Protection of Personally Identifiable Information Policy, which is incorporated by reference into the contract, and shall abide by the policy described therein and follow the guidelines given for using and protecting personally identifiable information, which is also a category of CUI. FHFA Policy No. 301 is available on the FHFA website: <http://www.fhfa.gov/AboutUs/Policies/Documents/PII%20Policy%20-%20Signed.pdf>. If the Contractor is required to take annual or role-based privacy awareness training, the Contractor shall read and abide by FHFA's Personally Identifiable Information Breach Response Plan, including ensuring that the Plan is protected in accordance with this clause.

(f) All incidents and breaches that involve FHFA CUI must be reported within one hour of becoming aware of a suspected or actual incident or breach to the FHFA Help Desk at (202) 649-3990, the OTIM Security Team at [!OTIMSecurityTeam@fhfa.gov](mailto:OTIMSecurityTeam@fhfa.gov) and the FHFA Privacy Office at Privacy@fhfa.gov. The Contractor shall then notify FHFA's CO and COR

When reporting a suspected or actual breach, the Contractor must provide as much information as possible, such as the nature of the breach (e.g., lost files, stolen IT equipment, or hacked electronic devices); the information that was involved in the breach; the date, time, and location of the breach; the number of affected individuals; and any other pertinent information. For the purposes of this clause, a breach is defined as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses FHFA CUI, or (2) an authorized user accesses or potentially accesses FHFA CUI for an unauthorized purpose. After reporting a suspected or actual breach, the Contractor shall have a continuing obligation to participate in and assist FHFA in investigating, mitigating, and responding to such a breach.

(g) The Contractor agrees not to use or permit the use of FHFA CUI obtained or created as a result of its performance of work for FHFA under this contract for private gain for itself or any other person or entity by direct action on Contractor's part or by counsel, recommendation, or suggestions to another person or entity.

(h) In accordance with 12 C.F.R. Part 1215, unless by judicial order directed otherwise (after providing the CO with notice as specified below), the Contractor understands that it is prohibited from testifying in court or otherwise with respect to information obtained by, produced by, or disclosed to the Contractor in connection with its performance of work under this contract, and is prohibited from furnishing documents of FHFA, the regulated entities, or the Office of Finance, or copies thereof, in compliance with a subpoena, court order, or otherwise without prior written notice to the CO. The Contractor shall promptly notify the CO of any request, subpoena, court order, or other legal process requiring Contractor's attendance as a witness or the production of documents.

(i) The Contractor understands that it is subject to criminal penalties under 18 U.S.C. 641 and 1905, and other applicable laws for the misuse or unauthorized disclosure of CUI.

(j) The Contractor agrees that each of its personnel and subcontractor personnel working under this contract shall sign the FHFA Nondisclosure Agreement (Agreement) containing the requirements and prohibitions set forth in paragraphs (a) through (i) of this clause. The Contractor further agrees that the Contractor shall submit a copy of each signed Agreement to the FHFA CO and designated COR prior to performance of any work by Contractor's personnel or subcontractor personnel under this contract. This includes all substitutions or additions of Contractor personnel over the contract's performance. The Contractor shall maintain all the original, signed Agreements. Within five business days of a written request from the CO, the Contractor shall provide the signed, original Agreements. (A copy of the Agreement is an attachment.)

(k) The Contractor agrees that any breach of this clause which is attributable to the Contractor constitutes a material breach of contract and may be sufficient grounds for a termination for default.

(l) Control of Information. All FHFA CUI remains the property of FHFA. At any time, at the direction of the CO or COR, the Contractor shall promptly retrieve, deliver, erase, or destroy all FHFA CUI, or any portion thereof, under the Contractor's control or in its possession. Within five calendar days of a request from the CO or the COR, the Contractor shall provide such information in a format and on media as directed by the CO or the COR. Within 15 calendar days prior to completion or termination of the contract, the Contractor shall contact the FHFA COR for direction regarding the proper return, erasure, or destruction of all FHFA CUI under its control or in its possession. To the extent permitted by law, the Contractor shall fully execute these actions and provide written certification to the CO upon completion. Failure to provide written certification may result in a delay in payment or non-payment of invoices.

NONDISCLOSURE AGREEMENT (OCT 2019)

I, _____, during the performance of my work under Contract No. _____ for the Federal Housing Finance Agency (FHFA) and after completing such performance, shall not disclose without the prior written approval of the FHFA's Contracting Officer (CO) any Controlled Unclassified Information (CUI) obtained by, produced by, or disclosed to me in connection with my performance of work for FHFA to anyone other than persons within FHFA, who already have access to such CUI, or persons in my organization who are properly entitled to such information for the performance of their official duties. FHFA CUI obtained, produced, or disclosed under this contract constitutes FHFA Non-Public Information, a category of CUI. FHFA Non-Public Information is information in any medium, whether electronic, hard copy, or unwritten, that FHFA has not made public, that is created by, obtained by, or communicated to an FHFA employee or FHFA contractor personnel, in connection with the performance of official duties, regardless of who is in possession of the information. FHFA CUI includes, but is not limited to, information of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, and the Federal Home Loan Banks (collectively, the regulated entities), the Office of Finance of the Federal Home Loan Bank System (Office of Finance), or FHFA. FHFA CUI includes information in any form, including documents, electronic mail, computer files, conversations, audio or video recordings, and internal information technology infrastructure components, including Internet Protocols.

I will handle all CUI received and/or produced pursuant to this contract in accordance with (1) Executive Order 13556, *Controlled Unclassified Information*, 75 FR 68675 (Nov. 4, 2010); (2) 32 C.F.R. Part 2002; and (3) the CUI Registry (available at: <https://www.archives.gov/cui>). I acknowledge that misuse of CUI may be subject to penalties established in applicable Federal laws, regulations, or Government-wide policies. I agree to report noncompliance with CUI handling requirements to FHFA's Contracting Officer's Representative (COR) (used in this clause to mean the COR or the Invoice Approver).

I shall take all reasonable measures to avoid unintentional or inadvertent disclosure by me of FHFA CUI, and shall return to FHFA any such information, or copies thereof, not later than the date I have completed performance of my work. Should a question arise as to whether particular information is FHFA CUI, I shall immediately contact the FHFA COR and seek a determination as to the information's status. In the absence of a COR, I shall immediately contact the FHFA CO. If the FHFA COR or CO notifies me that the information is FHFA CUI, I shall treat it in accordance with this Agreement.

I have read FHFA Policy No. 301, Use and Protection of Personally Identifiable Information Policy, which is incorporated by reference into the contract, and shall abide by the policy described therein and follow the guidelines given for using and protecting personally identifiable information, which is also a category of CUI. FHFA Policy No. 301 is available on the FHFA website: <http://www.fhfa.gov/AboutUs/Policies/Documents/PII%20Policy%20-%20Signed.pdf>.

If required by FHFA, I acknowledge I shall attend annual and role-based privacy awareness training and shall read and abide by the terms of the Personally Identifiable Information Breach Response Plan, including ensuring that the Plan is protected in accordance with this Agreement.

I agree that if I become aware of a suspected or actual breach of FHFA CUI, I will immediately notify the FHFA Help Desk at (202) 649-3990, the OTIM Security Team at [!OTIMSecurityTeam@fhfa.gov](mailto:OTIMSecurityTeam@fhfa.gov) and the FHFA Privacy Office at Privacy@fhfa.gov. I shall immediately thereafter notify the CO and COR of any suspected or actual breach of CUI.

I shall not use or permit the use of FHFA CUI obtained by me as a result of my performance of work for FHFA for private gain for myself or any other person or entity by direct action on my part or by counsel, recommendation, or suggestions to another person or entity.

In accordance with 12 C.F.R. Part 1215, unless by judicial order directed otherwise (after providing the CO with notice as specified below), I understand that I am prohibited from testifying in court or otherwise with respect to information obtained by, produced by, or disclosed to me in connection with my performance of work under this contract, and I am prohibited from furnishing documents of FHFA, the regulated entities, or the Office of Finance, or copies thereof, in compliance with a subpoena, order, or otherwise without prior written notice to the FHFA CO. I shall promptly notify the CO of any request, subpoena, court order, or other legal process requiring my attendance as a witness or the production of documents.

I understand that I am subject to criminal penalties under 18 U.S.C. 641 and 1905, and other applicable laws for the misuse or unauthorized disclosure of FHFA CUI.

EXECUTED this _____ day of _____, 20____.

Signature: _____

C.10 INVOICING VIA INTERNET PAYMENT PLATFORM (NOV 2017)

All invoices shall be submitted via the Invoice Processing Platform (IPP). The IPP is a secure web-based electronic invoicing and payment information service.

IPP Submission

The IPP website address is <https://www.ipp.gov>. Contractor assistance with enrollment can be obtained by contacting the IPP Production Help Desk via email at ippgroup@bos.frb.gov or phone at (866) 973-3131.

For payment and invoice questions, contact the Accounting Services Division at (304) 480-8000 option 7 or via email at AccountsPayable@fiscal.treasury.gov.

If the Contractor can NOT submit their invoices via IPP, the Contractor may request the Contracting Officer grant a waiver to permit an Alternate Submission Method. The Contracting Officer will provide the Contractor a waiver request form. If the Contracting Officer grants a waiver, the Contractor will be required to submit a copy of the signed waiver with each invoice and follow one of the Alternate Submission Methods identified below.

Alternate Submission Methods

If you are not able to send your invoices via the IPP AND the Contracting Officer has approved an IPP submission waiver, please send the invoice either by electronic mail or hardcopy mail. Hardcopy mail is the least preferred method of submission.

Electronic Mail Submission

Invoices should be submitted electronically to AccountsPayable@fiscal.treasury.gov. Protected Microsoft Excel files are the preferred format; however, Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are also acceptable.

Hardcopy Mail Submission

For US Mail:

OAS ASD APB
A3 - G
BUREAU OF THE PUBLIC DEBT
PO BOX 1328
PARKERSBURG WV 26106-1328

UPS, Federal Express, or other Courier Delivery:

OAS ASD ASB2
A3 - G
BPD WAREHOUSE & OP CENTER DOCK 1
257 BOSLEY INDUSTRIAL PARK DR

PARKERSBURG WV 26101

Invoice Contents

Ensure that the invoice complies with all other payments and invoicing instructions and terms within the Contract. Also, at a minimum, the following information must clearly be included:

- (a) Contractor's name
- (b) Invoice unique identifying number and invoice date
- (c) Period of Performance (Covered by invoice for service contracts)
- (d) Contract or Order number (FHF-FY-X-XXXX)
- (e) Contract Line Item Numbers (CLINs) as stated in the contract must be clearly identified and associated with the invoice for goods and services
- (f) Description, cost or price, and quantity of property and/or services actually delivered or rendered
- (g) Other substantiating documentation or information as considered necessary by the COR or Contracting Officer to support the invoice, including the following items:
 - Price; hourly rates; other costs, less applicable discounts
 - Contractor timesheets including dates and times of performance of Contractor employees
 - Name of the authorized employee(s) performing services
- (h) Name, title, phone number, and complete mailing address of Contractor official to whom payment questions can be addressed by the Government.

Contractors shall not submit invoices for supplies or services more than once a month.

C.11 FHFA NETWORK ACCESS (JUN 2019)

The Contractor (used hereinafter in this clause to mean the Contractor and its directors, officers, employees, subcontractors, agents, or consultants) agrees that any Contractor who has access to FHFA's network shall comply with FHFA's Information System Rules of Behavior (ROB), and will be required to sign the ROB User Acknowledgement prior to being granted access to FHFA's network. Once network access is granted, the Contractor shall complete mandatory training to include, but not limited to:

1. Information Security Awareness Training,
2. Privacy Act Training,
3. Information Classification and Records Management training.

Training shall be completed within 10 business days of being granted access to FHFA's network, and annually thereafter. Failure to complete mandatory training within this time frame may result in suspension of the Contractor's network access. Additionally, if the Contractor is notified by FHFA that their position(s) requires additional specialized training, the Contractor shall complete such additional training within 90 days of their start date, and annually thereafter, as directed by FHFA.

The Contractor shall include this clause in all its subcontracts, and require its subcontractors to do the same for any subcontracts in which the subcontractor will have access to FHFA network.

C.12 HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (APR 2011)

The Contractor shall save, hold harmless, and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature for bodily injury to or death of any person or persons and for loss or damage to any tangible personal property occurring or arising out of the occupancy, use, service, operations, or performance of work under the terms of this contract, resulting in whole or in part from the intentional and/or negligent acts or omissions of the Contractor, and Subcontractor, or any employee, agent, or representative of Contractor or Subcontractor.

C.13 ORDER OF PRECEDENCE- FHFA CONTRACTS (OCT 2011)

In addition to any Order of Precedence Clause included within the Contract, including but not limited to FAR 52.212-4(s) (Contract Terms and Conditions—Commercial Items), FAR 52.214-29 (Order of Precedence—Sealed Bidding), FAR 52.215-8 (Order of Precedence—Uniform Contract Format), FAR 52.241-2 (Order of Precedence—Utilities), any conflict between a unique FHFA clause and a FAR clause will be resolved by giving precedence to the FHFA's clause regardless of its position within an already stated order of precedence. Otherwise, the existing FAR Order of Precedence clause in the contract will govern any conflict or ambiguity.

C.14 CONTRACT NOT AFFECTED BY ORAL AGREEMENTS

No oral agreement of any person shall modify or otherwise affect the Statement of Work or other terms and conditions, as herein stated. All modifications shall be in writing by the Contracting Officer.

C.15 NOTICE TO THE GOVERNMENT OF DELAYS

(a) In the event the Contractor encounters difficulty in meeting performance requirements, or he/she has knowledge that any actual or potential situations is delaying or threatens to delay the timely performance of this contract, he/she shall immediately notify the Contracting Officer and COR, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and shall not be construed as a waiver by the Government of all schedules or data or of rights or remedies provided by law or under this contract. Failure to give timely notice, however, may preclude later consideration of any request for an extension of the contract period.

(b) This notice shall state circumstances and estimated extent of delay. Each such notice submitted to the Government shall be evaluated on its own merit and the Contractor shall be notified, in writing, by the Contracting Officer of the Government's decision.

C.16 GOVERNMENT/CONTRACTOR RELATIONSHIPS

The Government and Contractor understand and agree that the services to be provided under this contract by the Contractor to the Government are non-personal services. The parties recognize that no employer-employee relationship exists or will exist under this contract. The Contractor contracts with the Government to furnish the specified services fully described herein and is accountable to the Government ONLY for furnishing such services, materials or work ordered. For the purpose of this contract, the Contractor's employees shall not be subject to the supervision of a Federal office or employee while engaged in the performance of its duties.

C.17 FHFA CONTRACT OVERSIGHT PERSONNEL (APR 2013)

Contracting Officer Representative (COR). The COR is the person designated in writing by the Contracting Officer to represent FHFA for the purpose of monitoring technical performance and accepting goods or services. The COR is not authorized to issue any instructions or directions which effect any substantive change in this contract, including, but not limited to, an increase or decrease in the price of this contract, or a change in the delivery date(s) or Period of Performance. Specific areas of delegated authority are more particularly defined in the COR Appointment letter issued by the Contracting Officer. If the Contractor does not receive a copy of the COR appointment letter at contract execution, the Contractor shall immediately request it from the Contracting Officer. If there is change of COR, the Contracting Officer will issue an updated appointment letter.

C.18 INFORMATION COMMUNICATION TECHNOLOGY (ICT) ACCESSIBILITY (MAY 2019)

- (a) Pursuant to Section 508 of the Rehabilitation Act of 1973 ([29 U.S.C. 794d](#)), as amended, all Information Communication Technology (ICT) developed, acquired, maintained, or used under this contract/order/BPA must comply with the Revised 508 Standards set forth in 36 CFR Part 1194, [unless FHFA determines, in its sole discretion, that an exception to 508 compliance is applicable.](#) Information about Section 508 is available at <http://www.section508.gov/>. The complete text of the Revised 508 Standards can be accessed at <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule>.
- (b) The Section 508 accessibility standards applicable to this contract/order/BPA are identified in the Statement of Work/Specifications/Performance Work Statement. The Contractor is obligated to provide and maintain the level of 508 compliance established at the time of award (i.e., full compliance, or if accepted by FHFA, the level of compliance established in the Contractor's Accessibility Conformance Report (ACR) at the time of award). If, after award, the Government determines that the ICT provided by the Contractor does not or no longer meets the required accessibility standards, the Contractor shall provide an updated ACR within 10 calendar days of receiving a notice of nonconformance from the Contracting

Officer. Any remediation of the ICT to the level of conformance specified in this contract/order/BPA will be the responsibility of the Contractor and at its own expense.

- (c) In the event of a modification(s) to this contract/order/BPA, which adds new or modifies existing ICT, the Contracting Officer may require that the Contractor submit a completed or updated ACR (found at <https://www.itic.org/policy/accessibility/vpat>) within **10** calendar days or as directed.

C.19 KEY PERSONNEL (OCT 2012)

(a) The following key personnel are essential to the proper performance of Contractor's duties under this contract:

Name	Title
------	-------

Insert Names and Titles at Award.

(b) Contractor must make the above named key personnel available for performance under this contract as long as such persons are employed by Contractor or its related entities. All key personnel changes must be authorized in writing by the FHFA Contracting Officer prior to the new key personnel beginning work. The Contractor must give a minimum of a 14-day advance written notice to the FHFA Contracting Officer and Contracting Officer’s Representative of any proposed substitutions of key personnel. The notice must describe the reason for the proposed change; give the name of the proposed substitute individual with a description of his or her educational and professional background; and justification why the substitute is of equal or superior qualification as defined by the contract’s labor category or if no labor category is included, then in comparison to the current approved key personnel’s qualifications. The determination of acceptability of proposed substitute key personnel is at the sole discretion of the FHFA.

C.20 MINORITY AND WOMEN INCLUSION (OCT 2017)

Contractor confirms its commitment to equal opportunity in employment and contracting. To implement this commitment, the Contractor shall ensure, to the maximum extent possible consistent with applicable law, the fair inclusion of minorities and women in its workforce. The Contractor shall insert the substance of this clause in all subcontracts under this Contract whose dollar value exceeds \$150,000. Within ten business days of a written request from the Contracting Officer, or such longer time as the Contracting Officer determines, and without any additional consideration required from the Agency, the Contractor shall provide documentation, satisfactory to the Agency, of the actions it (and as applicable, its subcontractors) has undertaken to demonstrate its good faith effort to comply with the aforementioned provisions. For purposes of this contract, “good faith effort” may include actions by the contractor intended to identify and, if present, remove barriers to minority and women employment or expansion of employment opportunities for minorities and women within its workforce. Efforts to remove

such barriers may include, but are not limited to, recruiting minorities and women, providing job-related training, or other activity that could lead to those results.

The documentation requested by the Contracting Officer to demonstrate “good faith effort” may include, but is not limited to, one or more of the following:

1. The total number of Contractor’s employees, and the number of minority and women employees, by race, ethnicity, and gender (e.g., an EEO-1);
2. A list of subcontract awards under the Contract that includes: dollar amount, date of award, and subcontractor’s race, ethnicity, and/or gender ownership status;
3. Information similar to that required in item 1, above, with respect to each subcontractor; and/or
4. The Contractor’s plan to ensure that minorities and women have appropriate opportunities to enter and advance within its workforce, including outreach efforts.

Consistent with Section 342(c)(3) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (P.L. 111-203) (Dodd-Frank Act), a failure to demonstrate to the Director of the Agency’s Office of Minority and Women Inclusion such good faith efforts to include minorities and women in the Contractor’s workforce (and as applicable, the workforce of its subcontractors), may result in termination of the Contract for default, referral to the Office of Federal Contract Compliance Programs, or other appropriate action. For purposes of this clause, the terms “minority,” “minority-owned business” and “women-owned business” shall have the meanings set forth in Section 342(g) of the Dodd-Frank Act.

C.21 CONFLICT OF INTEREST (JUL 2012)

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest under applicable Rules of Professional Conduct governing conflicts for attorneys and law firms.

(b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror during the technical evaluation/source selection process, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded. After discussion with the offeror, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the offeror may be found ineligible for award.

(c) As provided in Section F, the offeror will state to the best of its knowledge one of the following in its proposal:

(1) It is not aware of any facts which create any actual or potential conflicts of interest relating to the award of this contract, or

(2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision.

(d) Mitigation. If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the approved mitigation plan will control in the event of a conflict with this provision.

(e) Other Relevant Information. In addition to the mitigation plan, the Contracting Officer may require further relevant information from the offeror. The Contracting Officer will use all information submitted by the offeror, and any other relevant information known to FHFA, to determine whether an award to the offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

(f) Corporation Change or Mitigation Plan Changes. After contract award, the Contractor shall inform the Contracting Officer within thirty (30) calendar days of any corporate mergers, acquisitions, divestures, or any other condition that would change the currently approved mitigation plan. Also, the Contractor shall submit to the Contracting Officer a mitigation plan as outlined in paragraph (d) within 30 calendar days after the Contractor becomes aware of a new actual or potential conflict of interest.

(g) Flow-down. The contractor shall insert the substance of this clause in each subcontract.

C.22 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 [HSPD-12] (SEP 2012)

(a) Performance under this contract may require Contractor employees to have physical and logical access to a Federally controlled facility. HSPD-12 requires that in those instances, agencies create a policy to ensure that those employees have a fully adjudicated identity check prior to unescorted access.

(b) In order to comply with HSPD-12, the FHFA requires the following steps be taken to ensure the safety of the physical space and the integrity of the information technology systems.

(c) Prior to the start of the contract, the Contractor shall provide a list of names of those employees covered by HSPD-12 to the Contracting Officer's Representative (COR) and make those employees available at the place and time specified by the COR in order to initiate screening and background investigations. The appropriate forms will be provided by the COR or the FHFA Human Resources Office.

(d) Contractor employees are required to give, and to authorize others to give, full, frank, and truthful answers to relevant and material questions needed to reach a suitability determination. Refusal or failure to furnish or authorize the furnishing of information may constitute grounds for denial or revocation of credentials. Government personnel may contact the Contractor personnel being screened or investigated in person, by telephone or in writing, and the Contractor agrees to make them available for such contact.

(e) A National Agency Check (NAC) will be conducted prior to beginning of contract performance. This check verifies the identity of the individual applying for clearance. Upon successful completion of the NAC process, an identity card will be issued and unescorted access will be granted. Contractor employees are required to wear and display their identity cards while on duty and when representing the agency, unless wearing the card prevents them from accomplishing the tasks associated with this contract.

(f) Simultaneously, a NAC with Inquiries (NACI) or other background check as required, based on the performance duties, will be initiated to determine the individual's suitability for the position. If the NACI (or other background investigation) adjudication is favorable, nothing more needs to be done. If the adjudication is unfavorable, the credentials will be revoked. In the event of a disagreement between the Contractor and the Government concerning the suitability of an individual to perform work under this contract, FHFA shall have the right of final determination.

(g) This requirement must be incorporated into any subcontracts that require subcontractor personnel to have routine and regular unsupervised access to a Federally controlled facility for more than 180 calendar days or unsupervised access to a Federally controlled Level 3 or 4 information system.

(h) If a Contractor employee has already been credentialed by another agency through the Office of Personnel Management (OPM), and that credential has not yet expired, further investigation may not be necessary. The Contractor shall provide the COR with documentation that supports the individual's status.

(i) During performance of this contract, the Contractor will keep the COR apprised of changes in personnel to ensure that performance is not delayed by compliance with credentialing process. Identity cards that have been lost, damaged, or stolen must be reported to the COR. Replacement will be at the Contractor's expense and may not be charged as either a direct or indirect cost to the contract. If reissuance of expired credentials is needed, it will be coordinated through the COR.

(j) At the end of contract performance, or when a Contractor employee is no longer working under this contract, the Contractor will ensure that all identification cards are returned to the COR. Failure to return identity cards may hold up final invoice payment.

C.23 GOVERNMENT-FURNISHED PROPERTY AND INFORMATION

The Contractor will be provided with access to FHFA office working spaces and laptop computers that the Contractor may use during work at FHFA headquarters and the Contractor's Facility, and access to FHFA's Local Area Network. The Contractor shall return all furnished property to the COR at the completion of the contract. FHFA will provide Contractor personnel with appropriate access to and orientation in the operation of FHFA proprietary systems, as well as all related manuals and guidelines, as necessary and appropriate. FHFA will also provide access to standards, policies and procedures governing documents and presentations.

C.24 IT SECURITY CLAUSE FOR ACQUISITIONS IN WHICH FHFA CONTROLLED UNCLASSIFIED INFORMATION (CUI) WILL BE PROCESSED, STORED, OR TRANSMITTED IN A NONFEDERAL INFORMATION SYSTEM (JUN 2019)

(a) Protection of FHFA Information. The Contractor (used hereinafter in this clause to mean Contractor and Contractor's directors, officers, employees, subcontractors, agents, or consultants) shall implement adequate administrative, technical, logical, physical, and procedural security controls to ensure that FHFA CUI in its possession or under its control is adequately protected from loss, misuse, or unauthorized access or modification. The collection, use, transmission, and disclosure of FHFA CUI shall comply with all applicable Federal laws, regulations, and executive orders, as well as FHFA policies. The Contractor shall not use any FHFA CUI except to the extent necessary to carry out its obligations under the contract, and the Contractor shall not permit non-authorized personnel to access, transmit, maintain, store, use, or disclose any FHFA CUI.

(b) Authorities and Standards. The Contractor shall maintain an active information security program and must maintain compliance with requirements set forth in NIST SP 800-171, Revision (Rev.) 1, *Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations*. In handling FHFA CUI, the Contractor shall comply with all applicable Federal laws, executive orders, regulations, and standards addressing information security, to include:

- (1) Executive Order 13556, Controlled Unclassified Information, 75 FR 68675 (Nov. 4, 2010);
- (2) 32 C.F.R. Part 2002;
- (3) CUI Registry (available at: <https://www.archives.gov/cui>); and
- (4) NIST Special Publication 800-171, Rev. 1, *Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations*

(c) Security Control Verification. Upon contract award, and on a periodic basis throughout performance, FHFA or its authorized contractors, the FHFA Office of Inspector General (OIG), or the Government Accountability Office (GAO), shall have the right to evaluate any or all of the security controls and privacy practices implemented by the Contractor under the contract. The Contractor shall fully cooperate and assist in any Government security controls assessment at each location where FHFA CUI is processed or stored. When practical, the Contracting Officer will provide 14 calendar days' notice; however, the Government, at its sole discretion, may conduct a security control assessment on shorter notice (to include unannounced assessments) in the event of a security incident, or at any other time. These assessments may be conducted either by phone, electronically, or in-person throughout the term of the contract, to verify compliance with Federal and FHFA IT security and privacy requirements. As part of this assessment, FHFA may request external audit reports (e.g., SSAE-16 Type II assessments), the results of independent penetration tests or security assessments, internal security policies, and other artifacts as deemed necessary to verify compliance with NIST SP 800-171, Rev. 1.

(d) Monitoring and Incident Response. The Contractor shall monitor its place of business and information systems for security incidents and breaches, and respond to and resolve any such incidents or breaches in a timely manner. The Contractor must report all actual or suspected incidents and breaches that involve FHFA CUI within one hour of becoming aware of the suspected or actual incident or breach to FHFA's Help Desk at HelpDesk@fhfa.gov or (202)-649-3990. After notifying the Help Desk, the Contractor must notify the FHFA Contracting Officer's Representative (COR) (used in this clause to mean the FHFA COR or Invoice Approver).

(e) Subcontracts. The Contractor shall include this clause in all its subcontracts, and require its subcontractors to do the same, if the subcontractor will operate an information system which will process, store, or transmit FHFA CUI.

(f) General Definitions

Controlled Unclassified Information (CUI), means, in accordance with 32 C.F.R Part 2002, information the Government creates or possesses, or that an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Government-wide policy requires or permits an agency to handle using safeguarding or dissemination controls. FHFA Non-Public Information is a category of CUI, and the Contractor shall protect it in accordance with this contract.

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. See Committee on National Security Systems Instruction 4009.

Privacy practices/requirements, refers to compliance with the Privacy Act of 1974 (5 U.S.C. 552a), which governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals in systems of records maintained by Federal agencies.

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

FHFA Non-Public Information as defined in 12 C.F.R. 1214.1, is information in any medium, whether electronic, hard copy, or unwritten, that FHFA has not made public, that is created by, obtained by, or communicated to an FHFA employee or to FHFA contractor personnel, in connection with the performance of official duties, regardless of who is in possession of the information. FHFA Non-Public Information is a category of CUI, and the Contractor shall protect it accordingly.

SECTION D
CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

ATTACHMENT	DESCRIPTION	NUMBER OF PAGES
A	Statement of Work	9
B	Pricing Worksheet	Excel Spreadsheet
C	Question Format	Excel Spreadsheet

SECTION E SOLICITATION PROVISIONS

E.1 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)

E.2 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (DEC 2019)

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

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

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

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

“Forced or indentured child labor” means all work or service—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended. “Sensitive technology”—

“Sensitive technology”—

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

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

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

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

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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

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

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

“Women-owned 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.

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

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

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), 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 will be performed in the United States or its outlying areas. Check all that apply.

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

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

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

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, that it is, is not a small disadvantaged business concern as defined in 13 CFR124.1002.

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

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

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

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

small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

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

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

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

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each

HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end

product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Supplies.”

(2) Foreign End Products:

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

[List as necessary]

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

(g)

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

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

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

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

Line Item No.	Country of Origin
_____	_____

Line Item No. Country of Origin

[List as necessary]

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

Other Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d),

reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

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

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which

are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

Predecessor CAGE code: (or mark “Unknown”).

Predecessor legal name: .

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

(s)[Reserved].

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

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

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

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

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

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

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

(u)

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

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

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

(v) *Covered Telecommunications Equipment or Services-Representation*. Section 889(a)(1)(A) 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 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.

(End of Provision)

E.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a time and materials contract resulting from this solicitation.

E.4 52.217-5 EVALUATION OF OPTIONS (JULY 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government’s best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

E.5 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried and Mailing Address:

Federal Housing Finance Agency
Constitution Center

400 7th Street SW, Room 5-103
ATTN: Kevin Klekner
Washington DC 20219

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

E.6 CONTRACTOR SUPPORT NOTIFICATION

Contractors are advised that employees of the firm identified below may assist the Contracting Officer and technical evaluators during the acquisition process. These employees will not participate as voting members of the evaluation team (FAR 7.503(c)(12)). Further, these employees shall not rank or recommend one proposal over another or otherwise act in a decision-making capacity. This firm is expressly prohibited from competing for the award(s).

Houlihan Lokey Capital, Inc.
10250 Constellation Boulevard
5th Floor
Los Angeles CA, 90067

In accomplishing their duties related to the acquisition process, employees of the above firm may require access to proprietary information contained in the proposals. Such employees are required to sign a Non-Disclosure Agreement mandating compliance with strict confidentiality restrictions.

If an offeror submits a proposal in response to this solicitation, FHFA will consider the offeror's submission as consent that its proposal may be reviewed by employees of the above firm who have signed a Non-Disclosure Agreement.

SECTION F INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

F.1 GENERAL INSTRUCTIONS

F.1.1 This section provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. Offerors are cautioned to follow the instructions provided in this section carefully to assure the Government receives consistent information in a form that will facilitate proposal evaluation. The offeror's proposal must include all data and information requested in this solicitation and must be submitted in accordance with these instructions. The offer shall be compliant with the requirements as stated in the solicitation and applicable attachments. Nonconformance with the instructions provided in the solicitation and this section may result in an unfavorable proposal evaluation or rejection of the proposal. The proposal shall be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated claims. **FHFA's Contracting Officer reserves the right to reject a submitted proposal as non-compliant if the proposal takes exception to any of the terms of the solicitation, or includes assumptions.** Any questions about terms and conditions of the solicitation shall be asked by the offerors prior to the question submittal deadline detailed below.

F.1.2 Only one contract award will result from this solicitation. Offerors shall submit only one proposal. Alternate proposals will not be accepted or evaluated by the Government. If an offeror submits more than one proposal, the Government will not evaluate any proposal from that offeror.

F.1.3 The written proposal should not simply rephrase or restate the Government's requirements. Offerors shall assume that the Government has no prior knowledge of their facilities, capabilities and experience.

F.1.4 Offerors shall use their legal name and not a shortened version that could be confused with a parent company or other corporation. The offeror should clearly state when their proposal is speaking of themselves, their parent company, or a subsidiary.

F.1.5 The Contracting Officer is the sole point of contact for this procurement. Questions regarding the solicitation or other concerns are to be submitted electronically to the Contracting Officer via e-mail to kevin.klekner@fhfa.gov. **Questions are to be submitted no later than February 28, 2020 at 1:00 PM. Vendors are requested to use the question format included as Attachment C to this solicitation.**

F.1.6 The remarks, explanations, and answers provided by Government representatives whether orally, or in writing, shall not change or qualify any of the terms or conditions of the solicitation. The solicitation can only be changed by a written amendment issued by the Contracting Officer.

F.2 PROPOSAL PREPARATION

F.2.1 The offeror's proposal, as detailed below, shall consist of a three (3) page corporate experience submission, cover letter, and following an advisory down-select, a written price proposal, written key personnel information, and an oral presentation.

F.2.2. Page Limitations. Page limitations shall be treated as maximums. If exceeded, the excess pages will not be considered in the evaluation of the proposal. The excess electronic pages will not be reviewed.

F.2.3. Proposals will be reviewed for completeness and compliance with the RFP and preparation instructions. If an offeror (1) fails or refuses to assent to any of the terms and conditions of the RFP, (2) proposes additional terms and conditions of this RFP, or (3) fails to submit any of the information required by this RFP, then the Contracting Officer may consider the offer to be unacceptable, which could make the offer ineligible for contract award.

F.2.4. If the Contracting Officer determines that a clarification is necessary, a request for clarification will be issued to the offeror. The offeror shall follow the instructions provided by the Contracting Officer.

F.2.5. If the Contracting Officer requests final proposal revisions, the offeror shall follow the final proposal revision instructions provided by the Contracting Officer.

F.2.6. If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the Contracting Officer in writing with supporting rationale.

F.2.7. An offeror's proposal will not be incorporated into the awarded contract as a whole; however, the Government may incorporate portions of the proposal.

F.2.8. In accordance with FAR Subpart 4.8, Government Contract Files, the agency's contracting office will retain one copy of all unsuccessful proposals. Unless the offeror requests otherwise in writing, the agency's contracting office will destroy extra copies of unsuccessful proposals.

F.2.9 All proposals must include a cover page addressing the following information:

1. RFP Number
2. Offeror's Name
3. Subcontractor Name(s), If Applicable
4. Offeror Tax Identification Number (TIN)
5. Offeror Dun & Bradstreet Number (DUNS)
6. Contact Name
7. Contact email address
8. Contact telephone number
9. Complete business mailing address

10. The following statement “The offeror takes no exception and completely accepts all the terms and conditions in the RFP and subsequent amendments.”

F.3. STEP 1, VOLUME I - CORPORATE EXPERIENCE SUBMISSION

F.3.1. The offeror shall, in no more than three (3) pages, provide sufficient information for the Government to determine its level of confidence in the ability of the offeror to perform the requirements of the RFP based on an assessment of relevant experience. The offeror shall demonstrate experience in accordance with the Factor 1 evaluation criteria. The offeror shall provide a summary of the offeror’s overall corporate experience performing relevant work, in particular work performed for the federal government. Corporate experience may include work performed by the firm as well as relevant work performed by the firm’s proposed personnel that was performed while at another firm. **ONLY CORPORATE EXPERIENCE SHOULD BE DISCUSSED IN THIS SUBMISSION.** Information regarding other factors will make it difficult for the Government to evaluate its confidence in your Corporate Experience

F.3.2. Electronic Copies. To be considered timely, electronic copies of the corporate experience submission must be received at the specified email address no later than **10:00 AM Eastern Time on March 4, 2020**. Late submissions, modifications, and revisions will be managed in accordance with FAR 52.212-1(f). The Government will notify offeror’s of receipt of electronic copies by reply email.

F.3.3. Page size shall be 8 ½ X 11-inch white paper. The font size (typewritten or printed letters) shall be equivalent to 12 point Times New Roman (with the exception of pre-printed product literature). No reduction is permitted except for organization charts, tables, or other graphic illustrations. In those instances where reduction is allowable, offerors shall ensure that the print is not less than 10 point Times New Roman. Each page shall have text margins of at least one (1) inch on all sides and single line spacing. Header/footer information (which does not include any information to be evaluated) may be included in the margin space. The offeror’s submission shall not exceed the page limitations specified. Pages that exceed the maximum page limitation will not be evaluated. Offerors **shall not include any price information** in its corporate experience submission.

F.4 STEP 2 – ADVISORY DOWN SELECT

F.4.1 After the Government completes evaluation of Step 1 – Corporate Experience, offerors will receive an advisory notice. Offerors who are rated most highly for Factor 1 will be advised to proceed to oral presentations. While we are unsure how many oral presentations will be conducted, we anticipate no more than five firms will be advised to proceed. Offerors who were not among the most highly rated will be advised that they are unlikely to be viable competitors, along with the general basis for that opinion. The intent of this advice is to minimize proposal development costs for those offerors with little chance of receiving an award. However, the Government’s advice will be a recommendation only, and those offerors may elect to continue their participation in the acquisition. The Government does not intend to

provide debriefings after the completion of Step 1.

F.4.2 Failure to participate in Step 1 precludes further consideration of an offeror. Offeror submissions will not be accepted from offerors who have not submitted Step 1 – Corporate Experience Submissions by the due date and time stated in this solicitation.

F.5 Step 3 – ORAL PRESENTATION ATTENDANCE REQUEST, PRICE PROPOSAL, KEY PERSONNEL, AND CONFLICT OF INTEREST MITIGATION PLAN (IF NECESSARY)

F.5.1 Within one (1) business day of the Government’s issuance of the advisory notice under F.4, Step 2, offerors wishing to participate in oral presentations shall provide to the Contracting Officer via email at kevin.klekner@fhfa.gov, the names of the people who will attend the presentation, their current employers, their intended roles on the contract, and whether they are proposed as key personnel.

F.5.2 Upon the timely submission of the information above, the Contracting Officer will provide the following:

F.5.2.1 A due date for the Price Proposal, Key Personnel resumes, and Conflict of Interest Mitigation Plan (if necessary): this due date will be approximately one (1) week from the issuance of the advisory notice.

F.5.2.2 An assigned date and time of oral presentations: this date will be approximately one (1) week from the issuance of the advisory notice. The presentations will be held at Constitution Center, located at 400 7th Street SW, Washington, D.C.

F.5.2.3 A set of questions that the offeror shall address during their oral presentations.

F.5.3 Price Proposal Instructions

F.5.3.1 The offeror shall complete the provided pricing worksheet for the services identified in the Statement of Work. The offeror shall complete all seven worksheet tabs. The labor categories and number of hours presented in Attachment B are solely for evaluation purposes and should neither be considered a minimum or expectation of actual requirements. The labor rate must include all costs associated with performance including all overhead, overtime, local travel, and any other costs. All prices shall be rounded to two decimal points.

F.5.3.2 The labor categories and number of hours contained in Attachment B are solely for evaluation purposes and should neither be considered a minimum or expectation of actual requirements. The offeror may also identify any additional labor categories (e.g., junior associate) and associated rates beyond those identified using the tab titled, “*Additional Labor Categories*.” The labor rates provided in the “*Additional Labor Categories*” tab will not be part of the price evaluation.

F.5.3.3 The offeror shall include a completed representations and certifications per FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically). If the offeror has not completed its representations and certifications electronically, they shall complete paragraphs (c) through (u) of 52.212-3, and provide it as an attachment.

F.5.4 Key Personnel Instructions

F.5.4.1 The offeror shall propose key personnel that demonstrate the level and depth of professional expertise, certifications, and experience necessary to successfully accomplish the requirements found in Attachment A. At a minimum, the offeror shall provide a brief narrative that defines the key personnel’s role during performance. For each designated member of key personnel, the proposal shall include a resume not to exceed two pages.

F.5.4.2 At a minimum, the offeror shall submit a matrix that identifies key personnel position, degree(s), certification(s), and years of relevant experience. Below is an example matrix template, but the offeror may include additional information or format in whatever way the offeror believes best communicates the information.

Name	Labor Category	Years of Relevant Experience	Education	Certifications

F.5.5 Conflict of Interest Mitigation Plan (If Necessary)

The offeror shall provide a description of any actual or potential conflicts of interest related to FHFA, Treasury, or the GSEs arising under any applicable Rules of Professional Conduct or other similar rules/regulations governing conflicts of interest in the practice of law.

F.5.6 If the offeror has identified any actual or potential conflicts, the offeror shall provide a mitigation plan.

F.6 Step 4 – ORAL PRESENTATION INSTRUCTIONS

F.6.1 FHFA intends to hold the presentations at the Constitution Center, located at 400 7th Street SW, Washington, D.C.

F.6.2 The offeror's attendees at the oral presentation may include up to seven (7) persons. The Government desires that the attendees be those persons the offeror designated as key personnel.

F.6.3 There is no limit on the number of slides that an offeror may use. However, when reviewing and evaluating the oral presentations, FHFA will not evaluate any slide that was not projected and fully addressed during the presentation. The production and use of an excessive number, overly elaborate, or small font slides may result in them not being considered in the evaluation process.

Offerors will bring ten (10) copies of any formal presentation materials for potential FHFA attendees

F.6.4 The Government intends for the oral presentation to proceed as follows:

F.6.4.1 FIRST THIRTY MINUTES. The Contracting Officer will escort the offeror to the oral presentation conference room. The Contracting Officer will then brief the offeror on the oral presentation ground rules.

F.6.4.2 NEXT THIRTY MINUTES. The offeror will present its answers to the questions previously provided by FHFA. The offeror will also provide its prepared presentation to address its technical approach and key personnel qualifications. FHFA does not have a preferred order for the offeror to address these items.

F.6.4.3 FINAL SIXTY MINUTES. The Government will caucus for up to a half-hour to identify any clarification it may require to understand the presentation. The remainder of the hour will be for the Government to ask any clarification questions of the offeror.

F.7 ORAL PRESENTATION LOGISTICAL ISSUES

F.7.1 Offerors may not record their presentations using audio or videotape or any other method/medium.

F.7.2 FHFA will not discuss any proposal attribute that either increases or decreases FHFA's confidence in the provided proposal and will not conduct negotiations or discussions during the oral presentation. Statements made by the offeror or FHFA during the oral presentation will not become a part of any agreement or contract resulting from this solicitation unless FHFA and offeror agree in writing to make it a part of the contract.

F.7.3 Offerors must email an electronic copy of their oral presentation in a Microsoft Office compatible format, at least twenty-four (24) hours prior to the scheduled oral presentation to the

Contracting Officer at kevin.klekner@fhfa.gov. The Contracting Officer cannot load memory sticks or CDs on the day of the oral presentation on a FHFA computer.

F.8 DISCUSSIONS

The Government intends to make an award based on initial proposals but reserves the right to hold discussions. Offerors are encouraged to ensure their initial proposal is their best and final offer. If discussions are conducted and the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

F.9 SMALL BUSINESS SUBCONTRACTING PLAN (IF NECESSARY)

F.9.1.2.1 If the apparent successful offeror is designated as a large business, the offeror shall provide a subcontracting plan as required by FAR 19.702, FAR 19.704, FAR 52.219-8 Utilization of Small Business Concerns, and FAR 52.219-9 Small Business Subcontracting Plan.

SECTION G EVALUATION FACTORS FOR AWARD

G.1 FAR 52.212-2 Evaluation - Commercial Items (Oct 2014)

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

See Section G.2

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

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

G.2 Basis of Award

G.2.1 The Government shall evaluate each proposal against the following factors:

- Factor 1: Corporate Experience Submission
- Factor 2: Oral Presentation and Key Personnel
- Factor 3: Price
- Factor 4: Conflict of Interest

G.2.2 Factors 1 and 2 are referred to as technical factors. Factors 1 is less important than Factor 2. The technical factors (when combined) are significantly more important than Factor 3 Price. However, where proposals are evaluated as relatively equal in technical merit, price becomes more important in making the award determination. It should be noted that award may be made to other than the lowest priced 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.

G.2.3 Factor 4 shall be evaluated on an acceptable/unacceptable basis. The Government will not award to a vendor rated as unacceptable in Factor 4.

G.2.4 After the Government identifies the apparent successful offeror using the procedures specified above, the Contracting Officer may request from the apparent successful offeror a

Small Business Subcontracting Plan. If the Government finds this plan unacceptable, the Government may request these plans from other offerors. This request does not constitute discussions (as that term is defined in FAR subpart 15.3).

G.2.5 Corporate Experience Submission

G.2.5.1 The Government will assess its level of confidence that the offeror will successfully perform the requirements based on its experience, considering matters such as –

G.2.5.1.1 The relevancy of the overall corporate experience as it relates to the requirements in the SOW. Corporate experience may include work performed by the firm as well as relevant work performed by the firm’s proposed personnel that was performed while at another firm.

G.2.5.1.2 The offeror’s experience providing the services included in the SOW to federal government customers.

G.2.5.2 The Government expects only experience to be addressed in the Corporate Experience Submission. Should the Offeror provide information for other technical factors in the Corporate Experience Submission, the Government will assume the offeror does not understand the requirement and in turn may provide a lower confidence rating when assessing Corporate Experience. Should the offeror be advised to provide an oral presentation, any non-experience information provided in the Corporate Experience Submission will not be utilized by the Government when evaluating the oral presentation.

G.2.6 Oral Presentations and Key Personnel

G.2.6.1 For this factor, the Government will assess its level of confidence that the offeror has the capabilities to successfully perform all services required by the Statement of Work based on its technical approach, responses provided to oral presentation questions, and the qualifications of its key personnel.

G.2.7 Price

G.2.7.1 The Government will evaluate the total proposed price for reasonableness. FHFA reserves the right to conduct a price realism analysis to assess whether the proposed prices are unrealistically low. Unrealistically low prices may be considered a negative attribute to the extent that they reflect a lack of technical understanding or a risk inherent in the proposed approach.

G.2.7.2 Unbalanced Pricing. The offer will be reviewed for unbalanced pricing per FAR 15.404-1(g). Unbalanced pricing exists when, despite an acceptable total evaluated price, the price for one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques. Unbalanced pricing may indicate a proposal error and/or a misunderstanding of the contract requirements by the offeror. Based on the analysis performed,

a determination will be made on the appearance of unbalanced or balanced pricing on each proposal.

G.3. Rating System for Factors 1 and 2

G.3.1 The tables below show the ratings the Government will assign in its evaluation of offers when evaluating Factors 1 and 2. The Government will consider the offeror’s approaches and the risks associated with those approaches to arrive at a confidence assessment of the offeror’s likelihood of successfully performing the work and meeting FHFA’s objectives.

Factor 1 Confidence Ratings

High Confidence	The Government has high confidence that the offeror has the ability to perform the requirements and will be successful in performing the work.
Confident	The Government is confident that the offeror has the ability to perform the requirements and will be successful in performing the work.
Some Confidence	The Government has some confidence that the offeror has the ability to perform the requirements and will be successful in performing the work.
Low Confidence	The Government has low confidence that the offeror has the ability to perform the requirements or will be successful in performing the work.

Factor 2 Confidence Ratings

High Confidence	The Government has high confidence that the offeror understands the requirements, proposes a sound approach, and will be successful in performing the work.
Confident	The Government is confident that the offeror understands the requirements, proposes a sound approach, and will be successful in performing the work.
Some Confidence	The Government has some confidence that the offeror understands the requirements, proposes a sound approach, and will be successful in performing the work.
Low Confidence	The Government has low confidence that the offeror understands the requirements, proposes a sound approach, or will be successful in performing the work.

G.4 Factor 4 Conflict of Interest Mitigation Plan

G.4.1 The offeror's Conflict of Interest Mitigation Plan shall be evaluated on an Acceptable/Unacceptable basis.

G.5 Small Business Subcontracting Plan

G.5.1 The Contracting Officer will review the submitted subcontracting plan for compliance with FAR 19.702, FAR 19.704, FAR 52.219-8 Utilization of Small Business Concerns, and FAR 52.219-9 Small Business Subcontracting Plan. The plan will be reviewed as part of the Contracting Officer's responsibility determination. If the Contracting Officer determines that the subcontracting plan is unacceptable, the offeror will not be considered for award.