

Date: July 26, 2023

TO: NCI Bid Board

FROM: Dana Summons, Contract Specialist  
NCI/OA/SAB

RE: Bid Board Request for Quote for a Requirement Titled: Risk Prediction for  
Continuous Time Competing Risk Model in Two-time Scales

The National Cancer Institute (NCI), Data Analytics Branch (DAB), Surveillance Research Program (SRP), Division of Cancer Control and Population Sciences (DCCPS) requires the development of competing risk prediction methods for continuous time hazard modeling in two-time scales, with cancer death modeled on the time since diagnosis scale and other causes of death on the age scale.

This procurement is being conducted using commercial item procedures pursuant to FAR Part 12 and FAR Part 13, specifically FAR Subpart 13.106-1.

Description:

This contract shall extend methods for risk prediction with a continuous time model for survival under competing risks using two-time scales: age for other causes of death and time since diagnosis for cancer death. For the competing risks models, the contractor shall implement both semiparametric and parametric models. With parametric models, the Gompertz or piecewise Gompertz baseline hazard will be used by the Government and Contractor for other-cause mortality modeling. For risk prediction, a simulation-based approach to predict competing risk outcomes for individual patients will be developed by the Government and the Contractor. The deliverables from this work will be an outline of the methodology for this approach, along with associated software developed to implement this approach.

This acquisition for commercial services, prepared in accordance with FAR Part 12 – Acquisition for Commercial Items and will be made pursuant to the authority in FAR 13.106-1(b)(1)(i); and is exempt from the requirements of FAR Part 6. This notice includes all applicable provisions and clauses in effect through FAR Federal Acquisition Circular (FAC) 2023-04 (06-02-2023) Simplified Acquisition Procedures for commercial items. The North American Industry Classification System code is 541690 and the business size standard is \$19 million.

Only one award will be made as a result of this notice. This will be awarded as a Firm-Fixed Price purchase order for severable services.

It has been determined there are no opportunities to acquire green products or services for this procurement.

If any interested party, especially a small business, believes they can meet the attached requirements, they may submit a capability statement, proposal, or quote. The response must be in writing and must contain information and material in sufficient detail to allow NCI to determine whether the party can fully meet this requirement. Offers must be submitted electronically (via email) to Contract Specialist, Dana Summons, at

Dana.summons@nih.gov in Microsoft Word or Adobe Portable Document Format (PDF), **no later than 3:00 PM EST on August 2, 2023 (8/2/23)**. All responses must be received by the specified due date and time in order to be considered. OFFERS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE CONSIDERED. No collect calls will be accepted. Reference # 75N91023Q00143 on all correspondence.

Please ensure your response includes a completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b)) for those representations and certifications that the offeror shall complete electronically).

ATTACHED DOCUMENTS:

Statement of Objectives

FAR 52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services (Dec 2022)

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## STATEMENT OF OBJECTIVES (SOO)

**TITLE:** Risk Prediction for Continuous Time Competing Risk Model in Two-time Scales

### 1.0 PURPOSE

The purpose of this contract is to provide support to the Data Analytics Branch (DAB), Surveillance Research Program (SRP), Division of Cancer Control and Population Sciences (DCCPS), for the development of competing risk prediction methods for continuous time hazard modeling in two-time scales, with cancer death modeled on the time since diagnosis scale and other causes of death on the age scale. The contract aims to extend the methods for competing risk prediction in continuous time hazard modeling across two-time scales in important ways. More specifically, this will be achieved by developing and exploring novel techniques for simulation-based approaches to provide individualized competing risks predictions. This enhancement will allow for more accurate and precise estimates of both cancer and non-cancer death risks, which are crucial in clinical decision making.

### 2.0 BACKGROUND

NCI's Surveillance Research Program (SRP) funds the Surveillance, Epidemiology, and End Results (SEER) Program, which is one of the world's premier cancer surveillance programs. SEER is composed of population-based registries covering up to 48% of the US population. As part of its mission, SRP releases annual reports on incidence, survival, treatment, and mortality using the SEER database to highlight the cancer burden in the population. Such reports are made available to the scientific community and the general public and are routinely cited in both the media and medical literature.

In many of these documents, reported survival information has been net survival, i.e., survival which reflects the likelihood of dying of causes related to cancer in the absence of other causes of death. While net survival is useful as a cancer control measure, it may be less useful for cancer patients and clinical decision makers as cancer patients are at risk of dying of non-cancer causes. Survival measures that account for the competing risks of other-cause death are of great interest to patients and clinicians to make informed decisions. For instance, patients with severe comorbidity may have an increased risk of dying of other causes that would not justify aggressive cancer treatment. Survival statistics accounting for competing causes of death can be calculated as cumulative probabilities of dying from cancer and from other causes along with the probability of survival.

The development of models to better utilize SEER data and estimate competing risks survival models has been a priority of SRP, with the purpose of creating statistical tools that provide survival information that is more clinically relevant to physicians and individual patients. In addition, developing methods to provide physicians and patients with accurate measures of the risk of cancer-related and other-cause death are of great interest to SRP.

The standard approach to competing risks analysis is based on modeling cause-specific hazard functions from the time of diagnosis for both cancer and non-cancer mortality via the proportional hazards model in continuous time, as described in Cheng, Fine and Wei (Biometrics, 1999). Lee et al (2017, Biostatistics) adapted this approach to enable estimation of the model for cancer mortality on the time since diagnosis scale and the model for other cause mortality on the age time scale, which is the more natural scale to model risks of dying of other causes. Lee et al (2019, Statistics in Medicine) extended the continuous-time approach to discrete time and proposed a flexible and computationally convenient framework. In the prior work by Lee et al (2017, Biostatistics; 2019, Statistics in Medicine), the model for other cause mortality accounted for left truncation in the estimation as patients become at risk only after diagnosis. In a previous contract, the contractor extended the methods of Lee et al (2019, Statistics in Medicine) to the continuous time setting using parametric models. The continuous time setting is advantageous because it

## **STATEMENT OF OBJECTIVES (SOO)**

offers a computationally simpler and more straight-forward framework than discrete time. However, to further enhance the application and usability of the developed competing risks models in the continuous time setting, enhancements are needed.

One such enhancement is to develop and explore simulation-based approaches to provide individualized competing risks predictions. Based on the models fit on two-time scales, the predicted cumulative incidence for each type of death (cancer or non-cancer) represents the predicted risk for an average patient with certain risk factors. Methods to estimate the time and type of event for a given patient must account for increased variability at the level of the individual. Methods have been developed for individualized failure time prediction without competing risks, but they have not been extended to the competing risks setting. SRP is interested in predictions for individual failure outcomes as opposed to average outcomes at the population level. Such predictions are valuable for achieving the highest level of precision and accuracy for individual level predictions and can help patients and clinicians who may use these models to inform future treatment decisions.

### **2.1 OBJECTIVE**

The main purpose of this contract is the development of an extension to the methods for risk prediction for competing risks survival models in continuous time on two-time scales, i.e., the time since diagnosis scale to model cancer mortality and the age scale to model other-cause mortality. These competing risks models may be parametric or semi-parametric. Specifically, the contract aims to extend the competing risk models by developing and exploring simulation-based approaches to provide individualized competing risks predictions. Continuous time survival models are considered for computational simplicity. Additionally, the majority of prognosis calculators and nomograms are based on continuous time models. The innovation of this contract is to provide SRP with more comprehensive and enhanced methods and associated software to estimate risk predictions for competing risks survival models in continuous time on two-time scales. SRP expects that these methods will be used to provide reports on the probabilities of dying of cancer, dying of other causes, and surviving that will be useful for clinical decision making.

### **3.0 SCOPE**

This contract shall extend methods for risk prediction with a continuous time model for survival under competing risks using two-time scales: age for other causes of death and time since diagnosis for cancer death. For the competing risks models, the contractor shall implement both semiparametric and parametric models. With parametric models, the Gompertz or piecewise Gompertz baseline hazard will be used by the Government and Contractor for other-cause mortality modeling. For risk prediction, a simulation-based approach to predict competing risk outcomes for individual patients will be developed by the Government and the Contractor. The deliverables from this work will be an outline of the methodology for this approach, along with associated software developed to implement this approach.

### **4.0 PERFORMANCE OBJECTIVES**

The Contractor shall meet the following objectives:

#### **4.1 Develop The Methodology for A Simulation-Based Approach**

The Contractor shall develop the methodology for a simulation-based approach to predict the failure time and type from a competing risks survival model fit on two-time scales for an individual patient. Models will be fit with other-cause mortality modeled on the age scale and cancer mortality modeled on the time

## **STATEMENT OF OBJECTIVES (SOO)**

since diagnosis scale. The competing risks model may be parametric or semiparametric. DCCPS will compare the variability among individual-level predictions to that of predictions for an “average” patient.

### **4.2 Develop the Software Program for a Simulation-Based Approach**

The Contractor shall develop a reproducible software program to implement the simulation-based method developed in Objective 4.1. The program will be implemented by the Government and Contractor in standard statistical software, such as SAS, R, or Stata. The program will allow future users to fit competing risks models on two time scales, obtain risk predictions, and derive predictions of failure time and type for a given data set. The program may also include functions to generate visualizations based on the data or model output. The program may depend on standard functions, functions available through libraries, or original code.

### **4.3 Summarize Findings in a Technical Report**

The Contractor shall summarize the methodologies and results in a technical report that should be suitable for publication in a statistical or medical research journal. The Contractor should outline how the methods developed in this contract are novel and useful for predicting risks of cancer-specific and other-cause death among cancer survivors. The report should include both theoretical results and an application to a cancer-related data set.

## **5.0 TYPE OF ORDER**

This is a firm fixed price purchase order.

## **6.0 NON-SEVERABLE SERVICES**

The services specified in each contract line item (CLIN) have been determined to be non-severable services - a specific undertaking or entire job with a defined end product of value to the Government.

## **7.0 PERIOD OF PERFORMANCE**

The period of performance shall be 12 months from award of the purchase order.

## **8.0 PLACE OF PERFORMANCE**

The work shall be performed at the Contractor’s location.

## **9.0 NON-GOVERNMENT INFORMATION/DOCUMENTS**

The Contractor may develop the simulation-based prediction method in a standard statistical software program such as R, SAS, or Stata. Depending on which language the Contractor chooses, they may implement their methods as a set of functions in a singular program, as a separate library or package, or as a macro function. Regardless, if the Contractor would like to submit the programs associated with the contract to a wider audience, such as through an R package, the program must adhere to standards set forth by CRAN (<https://cran.r-project.org/submit.html>).

## **10.0 REPORT(S)/DELIVERABLES AND DELIVERY SCHEDULE**

## STATEMENT OF OBJECTIVES (SOO)

All written deliverables shall be sent electronically to the NCI Technical Point of Contact (TPOC), TBD at award, in appropriate formats (including but not limited BAM, CRAM, VCF, Excel, DOC, CSV, PDF, PNG, etc.) unless approved by the TPOC in accordance with the deliverable schedule below. The TPOC shall review the contents of all draft deliverables. If no comments or requests for revisions are provided to the Contractor within 30 business days, the deliverables shall be considered acceptable. If revisions are required, NCI shall respond to the Contractor within five (5) business days of receiving the deliverable, specifying the required changes/revisions. Final copies of approved drafts shall be delivered to the NCI TPOC within five (5) business days after receipt of the Government's comments.

The TPOC for this order is:

(TBD)

All deliverables shall be sent electronically per the following deliverable schedule:

| DELIVERABLE        | DELIVERABLE DESCRIPTION / FORMAT REQUIREMENTS   | DUE DATE              |
|--------------------|---|-----------------------|
| #1 (Objective 4.1) | Outline of the methodology for a simulation-based approach to predicting failure time and type. | 11 months after award |
| #2 (Objective 4.2) | Software program(s) for implementation of the proposed methodology.                             | 11 months after award |
| #3 (Objective 4.3) | Technical report on the proposed methodology that includes an application to a cancer data set. | 11 months after award |

## 11.0 INSPECTION AND ACCEPTANCE CRITERIA

Pursuant to FAR clause 52.212-4, all work described in the SOW to be delivered under this contract is subject to final inspection and acceptance by an authorized representative of the Government. The authorized representative of the Government is the NCI TPOC, TBD, who is responsible for inspection and acceptance of all services, materials, or supplies to be provided by the Contractor.

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use information and communication technology (ICT), it shall be accessible to people with disabilities. Federal employees and members of the public who have disabilities must have access to, and use of, information and data that is comparable to people without disabilities. Remediation of any materials that do not comply with the applicable Section 508 requirements as set forth below, shall be the responsibility of the Contractor.

## STATEMENT OF OBJECTIVES (SOO)

Products, platforms and services delivered as part of this work statement that are ICT, or contain ICT, must conform to the Revised 508 Standards, which are located at 36 C.F.R. § 1194.1 & Apps. A, C & D, and available at <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards- and-guidelines>.

Per Section 508 and as mandated under HHS Policy for Section 508 Compliance and Accessibility of Information and Communications Technology (ICT) (07/2020) all documents or electronic files provided to the NIH NCI under contract must be conformant with Section 508 standards and accessible to persons with disabilities. Conformance shall be confirmed by use of material provided at HHS OS Factsheets & Reference Guides and verified through the use of the HHS Checklist Documents (WCAG 2.0 Refresh); in addition, contractors and vendors are encouraged to make use of the instructional materials and checklists at GSA Section 508.gov's Create Accessible Digital Products.

### 12.0 PAYMENT

Payment shall be made upon delivery, inspection and acceptance by the Government. Payment authorization requires submission and approval of invoices to the NCI COR and NIH OFM, in accordance with the payment provisions listed below:

The following clause is applicable to all Purchase Orders, Task or Delivery Orders, and Blanket Purchase Agreement (BPA) Calls: Prompt Payment (Jan 2017) FAR 52.232-25. Highlights of this clause and NIH implementation requirements follow:

#### I. Invoice Requirements

- A. An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. A proper invoice is an "Original" which must include the items listed in subdivisions 1 through 12, below, in addition to the requirements of FAR 32.9. If the invoice does not comply with these requirements, the Contractor will be notified of the defect within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, dairy products, edible fats, or oils) with a statement of the reasons why it is not a proper invoice. (See exceptions under II., below.) Untimely notification will be considered in the computation of any interest penalty owed the Contractor.
  1. Vendor/Contractor: Name, Address, Point of Contact for the invoice (Name, title, telephone number, e-mail and mailing address of point of contact).
  2. Remit-to address (Name and complete mailing address to send payment).
  3. Remittance name must match exactly with name on original order/contract. If the Remittance name differs from the Legal Business Name, then both names must appear on the invoice.
  4. Invoice date.
  5. Unique invoice #s for all invoices per vendor regardless of site.
  6. NBS document number formats must be included for awards created in the NBS: Contract Number; Purchase Order Number; Task or Delivery Order Number and Source Award

## STATEMENT OF OBJECTIVES (SOO)

Number (e.g., Indefinite Delivery Contract number; General Services Administration number); or, BPA Call Number and BPA Parent Award Number.

7. Unique Entity Identifier (UEI) which is in the System for Award Management (SAM) and replaces the Dun & Bradstreet Data Universal Numbering System (DUNS) number.
8. Federal Taxpayer Identification Number (TIN). In those rare cases where a contractor does not have a UEI number or TIN, a Vendor Identification Number (VIN) must be referenced on the invoice. The VIN is the number that appears after the contractor's name on the face page of the award document.
9. Identify that payment is to be made using a three-way match.
10. Description of supplies/services that match the description on the award, by line billed.\*
11. Freight or delivery charge must be billed as shown on the award. If it is included in the item price do not bill it separately. If identified in the award as a separate line item, it must be billed separately.
12. Quantity, Unit of Measure, Unit Price, Extended Price of supplies delivered or services performed, as applicable, and that match the line items specified in the award.

\* NOTE: If your invoice must differ from the line items on the award, please contact the Contracting Officer before submitting the invoice. A modification to the order or contract may be needed before the invoice can be submitted and paid.

Shipping costs will be reimbursed only if authorized by the Contract/Purchase Order. If authorized, shipping costs must be itemized. Where shipping costs exceed \$100, the invoice must be supported by a bill of lading or a paid carrier's receipt.

- B. The Contractor shall submit invoices to the Department of Treasury's Invoice Processing Platform (IPP) at <https://www.ipp.gov> with a copy to the approving official, as directed below.

The Contractor shall submit a copy of the electronic invoice to the following TPOC:

(TBD)

### II. Invoice Payment

- A. Except as indicated in paragraph B., below, the due date for making invoice payments by the designated payment office shall be the later of the following two events:
  1. The 30th day after the designated billing office has received a proper invoice.
  2. The 30th day after Government acceptance of supplies delivered or services performed.
- B. The due date for making invoice payments for meat and meat food products, perishable agricultural commodities, dairy products, and edible fats or oils, shall be in accordance with the Prompt Payment Act, as amended.

### III. Interest Penalties

## **STATEMENT OF OBJECTIVES (SOO)**

- A. An interest penalty shall be paid automatically, if payment is not made by the due date and the conditions listed below are met, if applicable.
  - 1. A proper invoice was received by the designated billing office.
  - 2. A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with a term or condition.
  - 3. In the case of a final invoice for any balance of funds due the contractor for supplies delivered or services performed, the amount was not subject to further settlement actions between the Government and the Contractor.
- B. Determination of interest and penalties due will be made in accordance with the provisions of the Prompt Payment Act, as amended, the Contract Disputes Act, and regulations issued by the Office of Management and Budget.

## **IV. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS, FAR 52.232-40 (Mar 2023)**

- (a)
  - (1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
  - (2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.
  - (b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.
  - (c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

## **V. HHSAR 352.232-71 Electronic Submission of Payment Requests (February 2, 2022)**

- (a) Definitions. As used in this clause—  
Payment request means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), “Content of Invoices” and the applicable Payment clause included in this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or

## **STATEMENT OF OBJECTIVES (SOO)**

successor system. Information regarding IPP, including IPP Customer Support contact information, is available at [www.ipp.gov](http://www.ipp.gov) or any successor site.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with HHS procedures.

(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

### **13.0 PURCHASE ORDER CLAUSES**

#### **FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (Jun 2023)**

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

## STATEMENT OF OBJECTIVES (SOO)

- \_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) ( 41 U.S.C. 4704 and 10 U.S.C. 4655).
- \_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) ( 41 U.S.C. 3509)).
- \_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( 31 U.S.C. 6101 note).
- \_\_ (5) [Reserved].
- \_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- X (8) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- X (9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ( 31 U.S.C. 6101 note).
- \_\_ (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ( 41 U.S.C. 2313).
- \_\_ (11) [Reserved].
- \_\_ (12) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ( 15 U.S.C. 657a).
- \_\_ (13) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ( 15 U.S.C. 657a).
- \_\_ (14) [Reserved]
- \_\_ (15)

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

## STATEMENT OF OBJECTIVES (SOO)

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

\_\_ (16)

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

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

\_\_ (17) 52.219-8, Utilization of Small Business Concerns (Oct 2022) ( 15 U.S.C. 637(d)(2) and (3)).

\_\_ (18)

(i) 52.219-9, Small Business Subcontracting Plan (Oct 2022) ( 15 U.S.C. 637(d)(4)).

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

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

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

\_\_ (v) Alternate IV (Sep 2021) of 52.219-9.

\_\_ (19)

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

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

\_\_ (20) 52.219-14, Limitations on Subcontracting (Oct 2022) ( 15 U.S.C. 637s).

\_\_ (21) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) ( 15 U.S.C. 637(d)(4)(F)(i)).

\_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) ( 15 U.S.C. 657f).

X (23)

(i) 52.219-28, Post Award Small Business Program Rerepresentation (Mar 2023)( 15 U.S.C. 632(a)(2)).

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

\_\_ (24) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) ( 15 U.S.C. 637(m)).

## STATEMENT OF OBJECTIVES (SOO)

— (25) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) ( 15 U.S.C. 637(m)).

— (26) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) ( 15 U.S.C. 644(r)).

— (27) 52.219-33, Nonmanufacturer Rule (Sep 2021) ( 15U.S.C. 637(a)(17)).

X (28) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

— (29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).

X (30) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (31)

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

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

X (32)

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

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

X (33)

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

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

X (34) 52.222-37, Employment Reports on Veterans (Jun 2020) ( 38 U.S.C. 4212).

X (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (36)

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

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

## STATEMENT OF OBJECTIVES (SOO)

X (37) 52.222-54, Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

— (38)

(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.)

— (39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

— (40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

— (41)

(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.

— (42)

(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.

— (43) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) ( 42 U.S.C. 8259b).

— (44)

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

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

X (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

## STATEMENT OF OBJECTIVES (SOO)

— (46) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

— (47) 52.223-21, Foams (Jun 2016) (E.O. 13693).

X (48)

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

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

— (49)

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

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

— (50)

(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) ( 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

— (ii) Alternate I [Reserved].

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

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

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

— (51) 52.225-5, Trade Agreements (Dec 2022) ( 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (52) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

— (53) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

— (54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ( 42 U.S.C. 5150).

## STATEMENT OF OBJECTIVES (SOO)

- \_\_\_ (55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ( 42 U.S.C. 5150).
- \_\_\_ (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
- \_\_\_ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ( 41 U.S.C. 4505, 10 U.S.C. 3805).
- \_\_\_ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) ( 41 U.S.C. 4505, 10 U.S.C. 3805).
- X (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ( 31 U.S.C. 3332).
- \_\_\_ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ( 31 U.S.C. 3332).
- \_\_\_ (61) 52.232-36, Payment by Third Party (May 2014) ( 31 U.S.C. 3332).
- \_\_\_ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) ( 5 U.S.C. 552a).
- \_\_\_ (63) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) ( 15 U.S.C. 637(d)(13)).
- \_\_\_ (64)
  - (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( 46 U.S.C. 55305 and 10 U.S.C. 2631).
  - \_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.
  - \_\_\_ (iii) Alternate II (Nov 2021) of 52.247-64.

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

[Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Labor Standards (Aug 2018) ( 41 U.S.C. chapter67).

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

## STATEMENT OF OBJECTIVES (SOO)

- \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ( 29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( 29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( 41 U.S.C. chapter 67).
- \_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ( 41 U.S.C. chapter 67).
- \_\_\_ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- \_\_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- \_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( 42 U.S.C. 1792).

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

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

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

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

(e)

## STATEMENT OF OBJECTIVES (SOO)

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

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

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

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

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

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

(vi) 52.219-8, Utilization of Small Business Concerns (Oct 2022) ( 15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

(xi) 52.222-37, Employment Reports on Veterans (Jun 2020) ( 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)

## STATEMENT OF OBJECTIVES (SOO)

(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) ( 22 U.S.C. chapter 78 and E.O 13627).

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

(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 (May 2022) (E.O. 12989).

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

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (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. Subtitle A, Part V, Subpart G Note).

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

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

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

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

(End of clause)

## STATEMENT OF OBJECTIVES (SOO)

Alternate I (Feb 2000). As prescribed in 12.301 (b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

Alternate II (Jun 2023). As prescribed in 12.301 (b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 ( 5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

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

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

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

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

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

(F) 52.219-8, Utilization of Small Business Concerns (Oct 2022) ( 15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR

## STATEMENT OF OBJECTIVES (SOO)

19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (G) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (H) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (I) 52.222-35, Equal Opportunity for Veterans (Jun 2020) ( 38 U.S.C. 4212).
- (J) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) ( 29 U.S.C. 793).
- (K) 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.
- (L) 52.222-41, Service Contract Labor Standards (Aug 2018) ( 41 U.S.C. chapter 67).
- (M) \_\_ (1) 52.222-50, Combating Trafficking in Persons (Nov 2021) ( 22 U.S.C. chapter 78 and E.O 13627).
  - \_\_ (2) Alternate I (Mar 2015) of 52.222-50 ( 22 U.S.C. chapter 78 and E.O. 13627).
- (N) 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).
- (O) 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).
- (P) 52.222-54, Employment Eligibility Verification (May 2022) (Executive Order 12989).
- (Q) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (R) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (S) \_\_ (1) 52.224-3, Privacy Training (Jan 2017) ( 5 U.S.C. 552a).
  - \_\_ (2) Alternate I (Jan 2017) of 52.224-3.
- (T) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (U) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Jun 2020) ( 42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

## STATEMENT OF OBJECTIVES (SOO)

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

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

### **FAR 52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

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

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

<https://www.acquisition.gov/hhsar>

(End of Clause)

### **FEDERAL ACQUISITION REGULATION (FAR) – CLAUSES INCORPORATED BY REFERENCE:**

| <u>Clause No.</u> | <u>Title</u>   |
|-------------------|--|
| FAR 52.204-13     | System for Award Management Maintenance (OCT 2018)                                     |
| FAR 52.204-18     | Commercial and Government Entity Code Maintenance (AUG 2020)                           |
| FAR 52.212-4      | Contract Terms and Conditions- Commercial Products and Commercial Services. (DEC 2022) |

### **HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) – CLAUSES INCORPORATED BY REFERENCE:**

| <u>Clause No.</u> | <u>Title</u>   |
|-------------------|--|
| HHSAR 325.222-70  | Contractor Cooperation in Equal Employment Opportunity Investigations (DEC 2015) |
| HHSAR 352.227-70  | Publications and Publicity (DEC 2015)  |
| HHSAR 352.237-74  | Non-Discrimination in Service Delivery (DEC 2015)                                |

(END OF CONTRACT CLAUSES)

## **14.0 SOLICITATION PROVISIONS**

## STATEMENT OF OBJECTIVES (SOO)

### FAR 52.204-24 Representations Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "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" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

## STATEMENT OF OBJECTIVES (SOO)

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

(c) Procedures. 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".

(d) Representation. The Offeror represents that—

(1) It will,  will  not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any

## STATEMENT OF OBJECTIVES (SOO)

factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

## FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

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

[www.acquisition.gov/browse/index/far](http://www.acquisition.gov/browse/index/far)

<https://www.acquisition.gov/hhsar>

(End of provision)

## FEDERAL ACQUISITION REGULATION (FAR) – PROVISIONS INCORPORATED BY REFERENCE:

## **STATEMENT OF OBJECTIVES (SOO)**

| <u>Provision No.</u> | <u>Title</u>   |
|----------------------|--|
| FAR 52.204-7         | System for Award Management (OCT 2018)   |
| FAR 52.204-16        | Commercial and Government Entity Code Reporting (AUG 2020)   |
| FAR 52.212-1         | Instructions to Offerors Commercial Items (MAR 2023)   |
| FAR 52.212-3         | Offeror Representations and Certifications-Commercial Items (DEC 2022) (Provision in full-text included as attachment) |

**(END OF PROVISIONS)**