

REPRESENTATIONS AND CERTIFICATIONS

Instructions: All offerors must complete **Section I** (General Information) and **Section IV** (Other Representations and Certifications). Complete **Section II** (Online Representations and Certifications) and **Section III** (Representations and Certifications) as instructed in each section. Read and sign the certification in **Section V** and return all pages with offer.

SECTION I—GENERAL INFORMATION

- (1) Offeror Name: _____
- (2) Offeror's DUNS Number (9 digits, no dashes or spaces): _____
- (3) Offeror's CAGE Code (if any; 5 characters, alphanumeric): _____
- (4) Taxpayer Identification Number (TIN): _____
- (5) The North American Industry Classification System (NAICS) code for this solicitation is (**one** NAICS code per form, 6 digits maximum): _____
- (6) Offeror's DDTTC registration expiration date: _____

SECTION II—ONLINE REPRESENTATIONS AND CERTIFICATIONS (SAM)

Offeror: Complete this section if the offeror **has** completed the annual representations and certifications electronically at <http://www.sam.gov>. If an offeror **has not** completed the annual representations and certifications electronically at the SAM website, proceed to Section III. **All offerors must complete Section IV (Other Representations and Certifications) regardless of SAM status, as items in this section are not accessible via SAM.**

The offeror has completed the annual representations and certifications electronically via the SAM web site accessed through <http://www.sam.gov> **using the DUNS Number listed in Section I.** After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in Section III of this provision have been entered or updated within the last 12 months, are accurate, complete, current, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below. 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.

*Offeror to identify below the applicable paragraphs in Section III that the offeror has completed for the purposes of this solicitation **only**, including those provisions where offeror elected not to complete on SAM, if any. Any changes provided by the offeror are applicable to this solicitation only.*

Offeror: Continue to Section IV (Other Representations and Certifications). If offeror checks the box above and also completes Section III (Representations and Certifications) in whole or part, the information Section III takes precedence over the information in offeror's SAM submission if inconsistencies exist.

Parsons Buyer/Subcontract Administrator: If offeror has checked the box above, print offeror's current SAM submission and include it with this form unless offeror filled out Section III in its entirety. It is not necessary to print Section III of this form unless offeror elected to fill out all or a portion of that section as indicated above.

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SECTION III—REPRESENTATIONS AND CERTIFICATIONS

Offeror: Complete this section **only** if the offeror **has not** (1) completed the annual representations and certifications electronically at <http://www.sam.gov> and (2) checked the box in Section II **or** if there are exceptions and/or incomplete responses as listed in Section II to the completed annual representations and certifications available electronically in SAM. Otherwise proceed to Section IV.

(1) Small Business Program Representations (FAR 52.219-1 [Oct 2014] ALT I [Sep 2015])

(Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Offeror's small business representations below are applicable only to the NAICS code shown on page 1.)

NOTE: Under 15 U.S.C. 645(d), misrepresentation by the offeror of its status under this paragraph is punishable by imposition of fine, imprisonment, or both; subjects the offeror to administrative remedies including suspension and debarment; and may make offeror ineligible to participate in programs under the Small Business Act.

(a) Definitions.

"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, which 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" means a small business concern that meets the criteria consistent with 13 CFR 124.1002—

(1) Not less than 51 percent of which is unconditionally and directly owned by one or more socially and economically disadvantaged individuals who are citizens of the United States; and

(2) The management and daily business operations of which are controlled by one or more socially and economically disadvantaged individuals; and

(3) Where the concern is owned by one or more individuals, each individual represents that their net worth does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2).

"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 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) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

(d) *Other small business concern statuses.* [Complete **only** if the offeror represented itself as a small business concern in paragraph (c) of this provision.] The offeror represents as part of its offer that it is a:

Veteran-owned small business concern

Small disadvantaged business concern*

HUBZone small business concern**

Service-disabled veteran-owned small business concern

Women-owned small business concern

HUBZone small business concern joint venture**

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(e) * **Complete only if the offeror has represented itself as a *small disadvantaged business concern*.** The offeror shall check the category in which its ownership falls:

- Black American.
- Hispanic American.
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- Asian-Pacific American (Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- Individual/concern, other than one of the preceding.

(f) ** **Complete only if the offeror represented itself as a *HUBZone small business concern* or *HUBZone small business concern joint venture*.** 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)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:*

_____]
Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(2) Certification Regarding Payments to Influence Certain Federal Transactions (FAR 52.203-11 [Sep 2007])

(a) *Definitions.* “Lobbying contact” has the meaning provided at 2 U.S.C. 1602(8). The terms “agency,” “influencing or attempting to influence,” “officer or employee of an agency,” “person,” “reasonable compensation,” and “regularly employed” are defined in the FAR 52.203-12, “Limitation on Payments to Influence Certain Federal Transactions.”

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification.* The offeror, by signing its offer, hereby 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 its behalf in connection with the awarding of this contract.

(d) *Disclosure.* 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.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, for each such failure.

(3) Certification Regarding Responsibility Matters (FAR 52.209-5 [Oct 2015])

(a)(1) The offeror certifies, to the best of its knowledge and belief, that --

(i) The offeror and/or any of its Principals:

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

(B) 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 public (Federal, State, or local) 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 (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation); and

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(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) *Examples.*

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(a)(2) "Principal," for the purposes of this certification, 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).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The offeror shall provide immediate written notice to the Parsons Buyer/Subcontract Administrator if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by Parsons may render the offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to Parsons, the Buyer/Subcontract Administrator may terminate the contract resulting from this solicitation for default.

(4) Previous Contracts and Compliance Reports (FAR 52.222-22 [Feb 1999])

(a) 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.

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(5) Buy American Certificate (FAR 52.225-2 [May 2014])

Complete all applicable sections:

(a) Offeror will not deliver any supplies or materials, nor use any construction material in performance of any award resulting from this solicitation. If checked, skip paragraphs (b) and (c).

(b) The offeror certifies that each end product, except those listed in paragraph (c) 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."

(c) Foreign End Products:

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

[List as necessary, include additional sheets as necessary]

(6) Historically Black College or University and Minority Institution Representation (FAR 52.226-2 [Oct 2014])

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

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2.

"Minority institution" means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a).

(b) Representation. The offeror represents that it—

- is is not a historically black college or university.
 is is not a minority institution.

(7) Certification Regarding Trafficking in Persons Compliance Plan (FAR 52.222-56 [Mar 2015])

(a) The term "commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled "Combating Trafficking in Persons" (FAR 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that—

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds \$500,000.

(c) The certification shall state that—

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either—

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

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Paragraph 8 is applicable to offers related to Department of Defense contracts only:

(8) Buy American Act—Balance of Payments Program Certificate—Basic (DFARS 252.225-7000 [Nov 2014])
(Supersedes paragraph (5) Buy American Certificate (FAR 52.225-2 [May 2014])

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “foreign end product,” “qualifying country,” “qualifying country end product,” and “United States,” have the meanings given in DFARS 252.225-7001, Buy American and Balance of Payments Program—Basic (Dec 2016).

(b) Evaluation. The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program clause of this solicitation, the offeror certifies that—

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) Offeror certifies that the following end products are qualifying country end products:

Line Item No.	Country of Origin
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[List as necessary, include additional sheets as necessary]

(3) The following end products are other foreign end products, including 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 the definition of domestic end product:

Line Item No.	Country of Origin
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[List as necessary, include additional sheets as necessary]

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SECTION IV—OTHER REPRESENTATIONS AND CERTIFICATIONS

Offeror: All offerors must complete this section regardless of SAM status, as items in this section are not accessible via SAM.

(1) Additional Economic Status

- (a) Regardless of size status, offeror represents as part of its offer that it is a/an:
- Alaska Native Corporation (ANC)
 - Federally recognized Indian tribe (FRIT)

(2) Conflicts of Interest (FAR 9.5, Organizational and Consultant Conflicts of Interest and FAR 52.203-16 [Dec 2011], Preventing Personal Conflicts of Interest)

- Offeror represents that no other activities or relationships of offeror or its employees or consultants will affect the ability of offeror to render impartial assistance or advice to Parsons or the Government or will create an unfair competitive advantage for offeror with regard to other work offeror is performing or expects to perform for Parsons or the Government.
- Offeror hereby discloses the following potential conflicts of interest (attach a separate sheet for the disclosure).

(3) Contractor Code of Business Ethics and Conduct (FAR 52.203-13 [Oct 2015])

- (a) Offeror represents that it does does not have a written code of business ethics and conduct.
- (b) If an award greater than \$5,500,000 with a performance period more than 120 days is contemplated, the offeror represents that, within 30 days after contract award, it shall have a written code of business ethics and conduct, a copy of which offeror will make available to each employee engaged in performance of any contemplated award.

(4) Reporting Executive Compensation & First-Tier Subcontract Awards (FAR 52.204-10 [Oct 2018])

(a) As required FAR 52.204-10, Parsons must report certain awards to suppliers for **public viewing** at <http://usaspending.gov>. If Parsons makes an award to offeror that qualifies as a "first-tier subcontract" as defined by FAR 52.204-10(a) and the award value is \$30,000 or more, Parsons must report details of the award as specified in FAR 52.204-10(d)(2). An exception applies to suppliers who, in the previous tax year, had gross income from all sources under \$300,000.

Offeror represents that its gross income in the previous tax year from all sources is over under \$300,000. *If offeror checked "over" continue to paragraph (b); otherwise stop here.*

(b) If offeror has a parent company, parent company's DUNS Number:

(c) In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific form, represented by the DUNS number on page 1, belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, cooperative agreements and/or other forms of Federal financial assistance; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, cooperative agreements and/or other forms of Federal financial assistance?

Yes—continue to paragraph (d) No—stop here

(d) *If offeror checked "Yes" to (c):* Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this specific form, represented by a DUNS number on page 1, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes—stop here No—continue to paragraph (e)

(e) *If offeror checked "No" to (d):* As specified in FAR 52.204-10(d)(3) Parsons must report for **public viewing** at <http://usaspending.gov> the names and total compensation of each of the five most highly compensated executives of the offeror. Offeror cannot claim this information as proprietary and must provide the following information on offeror's five most highly compensated executives:

**Total Compensation* Amount for the
Preceding Completed Fiscal Year in U.S.
Whole Dollars**

Name

Name	Total Compensation* Amount for the Preceding Completed Fiscal Year in U.S. Whole Dollars
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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**As defined in FAR 52.204-10(a)*

(5) Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (FAR 52.204-24 [OCT 2020])

(a) Definitions. As used in this provision—

“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in 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. Contractors are not prohibited from providing—

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

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

(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. Contractors are not prohibited from providing —

(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.

(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.

(d) 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.

(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 (c)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (c)(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—

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(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 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 (c)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (c)(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.

Paragraphs 6 through 9 are applicable to offers related to Department of Defense contracts only:

(6) Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software (DFARS 252.227-7017 [Jan 2011])

(Offeror will have an opportunity to update this information on a task order basis when Parsons awards an IDIQ subcontract.)

Check applicable boxes:

Offeror will not be furnishing any technical data, computer software or computer software documentation under any award that may result from this solicitation.

Offeror will not be furnishing any noncommercial software or any technical data or software documentation that pertains to noncommercial items.

All technical data, computer software or computer software documentation required to be furnished under any award that may result from this solicitation will be submitted without restrictions on use, release or disclosure.

Offeror will submit some technical data or computer software with restrictions on use, release or disclosure.

Offeror must complete and submit an attachment to its offer in the format below outlining its assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, dated and signed by an official authorized to contractually obligate the offeror.

Technical Data or Computer Software to be Furnished With Restrictions* (List)	Basis for Assertion** (Explain)	Asserted Rights Category*** (Identify)	Name of Entity Asserting Restrictions**** (Identify)	DFARS Clause***** (Identify)
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* For technical data (other than software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process.

** Development at private expense, either exclusively or partially, is the only basis for asserting restrictions.

*** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

**** Corporation, individual, or other person, as appropriate.

***** Identify the applicable DFARS clause (DFARS 252.227-xxxx) under which offeror is asserting its rights.

REPRESENTATIONS AND CERTIFICATIONS

(7) Technical Data or Computer Software Previously Delivered to the Government (DFARS 252.227-7028 [Jun 1995])

The offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify:

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(8) Compliance with Safeguarding Covered Defense Information Controls (DFARS 252.204-7008 [Oct 2016])

(a) Definitions. As used in this provision—
“Controlled technical information,” “covered contractor information system,” “covered defense information,” “cyber incident,” “information system,” and “technical information” are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see DFARS 252.204-7012(b)(2))—

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171 “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

- (A) Why a particular security requirement is not applicable; or
- (B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(9) Notice of NIST SP 800-171 DoD Assessment Requirements (DFARS 252.204-7019 [Nov 2020])

(a) *Certification*. Offeror certifies that it has has not completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html, for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(b) *SPRS status*. Offeror has has not uploaded the Basic Self-Assessment score for NIST 800-171 in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>).

(c) If offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the offeror may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to webpmsmh@navy.mil for posting to SPRS along with the information required by DFARS 252.204-7020(d). Offeror must notify Parsons Buyer/Subcontract Administrator upon completion of the Basic Assessment.

(10) Representation of Use of Cloud Computing (DFARS 252.239-7009 [Sep 2015])

(a) Definition. “Cloud computing,” as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

REPRESENTATIONS AND CERTIFICATIONS

(b) The Offeror shall indicate by checking the appropriate blank in paragraph (c) of this provision whether the use of cloud computing is anticipated under the resultant contract.

(c) Representation. The Offeror represents that it—

Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

SECTION V—CERTIFICATION

The offeror represents and certifies as part of this offer that the information provided herewith is accurate, complete and current (including the business size standard applicable to the NAICS code referenced in Section I), as of the date shown below. The information provided will remain valid for no more than twelve months from the date signed; however, the offeror is responsible for updating this information by submitting a revised form should any of the information change during the twelve-month period.

By:

Signature of person authorized to sign on behalf of Offeror

Date Signed

Printed Name

Name of Offeror

Offeror Street Address

Offeror City, State, ZIP Code