

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM</b> Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number		Page 1 Of 37	
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number W56HZV-22-Q-0057	
6. Solicitation Issue Date		7. For Solicitation Information Call:		A. Name EBONI ALBERT		B. Telephone Number (No Collect Calls) (586) 282-1234	
8. Offer Due Date/Local Time		9. Issued By ACC-DTA  6501 E. 11 MILE RD.  DETROIT ARSENAL, MI 48397-5000		Code W56HZV		10. This Acquisition is <input checked="" type="checkbox"/> Unrestricted OR <input type="checkbox"/> Set Aside: % For:	
				<input type="checkbox"/> Small Business <input type="checkbox"/> Women-Owned Small Business (WOSB) Eligible Under the Women-Owned Small Business Program			
				<input type="checkbox"/> Hubzone Small Business <input type="checkbox"/> EDWOSB			
				<input type="checkbox"/> Service-Disabled Veteran-Owned Small Business NAICS: 339991			
				<input type="checkbox"/> 8(A) Size Standard:			
11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule		12. Discount Terms		<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (15 CFR 700)		13b. Rating DOA4	
				14. Method Of Solicitation <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. Deliver To SEE SCHEDULE		Code		16. Administered By		Code	
Telephone No.							
17a. Contractor/Offeror Code		Facility		18a. Payment Will Be Made By		Code	
Telephone No.							
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer				18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum			
19. Item No.	20. Schedule Of Supplies/Services			21. Quantity	22. Unit	23. Unit Price	24. Amount
	SEE SCHEDULE						
				(Use Reverse and/or Attach Additional Sheets As Necessary)			
25. Accounting And Appropriation Data						26. Total Award Amount (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return <u>1</u> Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified.				<input type="checkbox"/> 29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:			
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print)		31c. Date Signed	

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

☐ Received ☐ Inspected ☐ Accepted, And Conforms To The Contract, Except As Noted: \_\_\_\_\_

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative		
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative		
			32g. E-Mail of Authorized Government Representative		
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment	37. Check Number
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	
38. S/R Account No.		39. S/R Voucher Number	40. Paid By		
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)		
41b. Signature And Title Of Certifying Officer			41c. Date		
			42c. Date Rec'd (YY/MM/DD)	42d. Total Containers	

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<b>Name of Offeror or Contractor:</b>		

SUPPLEMENTAL INFORMATION

Buyer Name: EBONI ALBERT  
 Buyer Office Symbol/Telephone Number: CCTA-APS-A/(586)282-1234  
 Type of Contract 1: Firm Fixed Price  
 Kind of Contract: Supply Contracts and Priced Orders  
 Weapon System: Detection and Alarm Devices

\*\*\* End of Narrative A0000 \*\*\*

A.1 ADMINISTRATIVE SUMMARY:

This solicitation, W56HZV-22-Q-0057, is being issued under the authority of the Federal Acquisition Regulation (FAR) 16.202 --- FIXED PRICE CONTRACTS and (FAR) 13 SIMPLIFIED ACQUISITION PROCEDURES. U.S. Army Contracting Command DTA (ACC-DTA) intends to negotiate and award a one year firm fixed price contract with a, one year, 100% option ordering period for the item listed below.

A.1.1 REQUIREMENT:

ACC-DTA is soliciting offers for the following item:

ITEM NME: Gasket  
 NSN: 5530 01 545 2049  
 NIIN: 015452049  
 QUANTITY: 266 each

A.2 UNIQUE ASPECTS OF THIS SOLICITATION:

A2.1 This solicitation W56HZV-22-Q-0057, is for a one year Firm Fixed Price contract with a, one year, 100% option ordering period as follows:

CLIN 0002AA Option Ordering Period 1 up to 356 days after award.

The Government reserves the right to exercise the options in accordance with Section I clause 52.217-40001 (LOCAL WARREN) SEPARATELY PRICED OPTION FOR INCREASED QUANTITY.

A.2.2 The offeror shall submit prices for each CLINs 0001 and 0002

A.2.3 As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. You quality system shall achieve (i) defect prevention and (ii) process control providing adequate quality controls throughout all areas of contract performance.

(a) Your quality system under this contract shall be in accordance with the quality system indicated by an X below:

- ☒
 ISO 9001 : 2015 (tailored: delete paragraph 8.3) or comparable system
- ☐
 ISO 9001 : 2015 (untailored) or comparable quality system
- ☐
 ISO 90001 : 2015 (tailored: delete paragraphs) or comparable quality system

If you intend to use a system comparable to ISO 90001 : 2015. Please identify your quality system below. You may use an in-house quality system, or one based on a commercial, military, national or international system.

A.2.4 The closing date for this solicitation is Monday, 21-Nov-2022 at 4:30 PM Eastern Standard Time with a delivery schedule of 90 days after award.

A.2.5 Requirements for online submission:

- A. Vendors must log into Beta.Sam.Gov to be able to submit electronic responses for opportunities
- B. Vendors must be registered in the System for Award Management (SAM) at [Http://www.sam.gov](http://www.sam.gov) (a Federal Government owned and operated free website) and have a cage code and CCR Marketing Partner Identification Number (MPIN).
- C. Once logged into Beta.Sam.Gov website, vendors will be asked to enter basic information and directed how to submit you proposal to this solicitation.

A.3 ELECTRONIC CONTRACTING:

(a) All Army Contracting Command Detroit Arsenal solicitations will be publicized on the System for Award Management website (<https://www.sam.gov> ). Any additional attachments, including Technical Data Packages (TDPs) when available electronically, will be separate attachments or links embedded in the solicitation.

(b) As of 10 August 2015, unless directed to do otherwise in Section L of this solicitation, vendors are required to submit a quote or proposal on the website "<https://www.sam.gov/> ".

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(c) Please pay close attention to the Issued By block location on the cover page of the solicitation for closing date and time. The closing date and time is based on the local time of the listed location of the Issued By office. In accordance with FAR 15.208(a), offerors are responsible for submitting proposals, and any revisions, and modifications, so as to be received by the Government office designated in the solicitation by the time specified.

(d) It is the responsibility of the Offeror to ensure the proposal/quote is received by the date and time specified on the cover page of this solicitation. In accordance with FAR 15.208, if the proposal/quote was not received at the initial point of entry to the Government infrastructure (in this case, received through SAM) by the exact date and time specified on the cover page of this solicitation, it will be determined late. Proposal/quote is defined to mean ALL volumes or parts required in the solicitation are included in the electronic submission.

Note: There is no "expected" or "target" length of time for proposal submission; size and content may be factors, therefore offerors are strongly cautioned when submitting proposals to allow adequate time for submission.

(e) Solicitations may remain posted on [www.SAM.gov](http://www.SAM.gov) after the solicitation closing date. If the response deadline has passed for the solicitation, vendors will no longer be able to submit electronic responses.

(f) Any award issued as a result of this solicitation will be distributed electronically. In the event of a FOIA request for a copy of any award issued as a result of this solicitation, or any subsequent modifications to the contract, the contract and modifications will be released, including the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of the Governments intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If an Offeror objects to such release in the base contract or contract modifications, the Offeror must notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for the objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(g) Questions pertaining to this solicitation should be directed to the Contract Specialist identified on the cover page of this solicitation. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center (PTAC) website at <http://www.aptac-us.org/> to locate a regional center.

A.4 ACKNOWLEDGEMENT OF AMENDMENTS

Acknowledge all the amendments received from the Government by identifying the amendment number and its issue date below:

<u>Amendment Number:</u>	<u>Date:</u>
_____	_____
_____	_____
_____	_____
_____	_____

A.5\_\_ ARMY CONTRACTING COMMAND DETROIT ARSENAL (DTA) OMBUDSPERSON

Information regarding the Ombudsperson for this contract is located at the following website: <https://www.tacom.army.mil/ombudsperson>  
\_ (Best viewed using Google Chrome or Microsoft Edge)

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A.6\_\_ ALL OR NONE-COMMERCIAL ITEM ACQUISITION

(a) This provision serves as an addendum that modifies paragraph (h) of FAR 52.212-1, entitled INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS. Paragraph (h) is modified to say that the proposal or quote must offer to provide the total quantity of the items in this solicitation.

(b) Only one award will be made as a result of this solicitation. Offers submitted for less than the total quantities of all the items in this solicitation will NOT be considered for award.

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\*\*\* END OF NARRATIVE A0001 \*\*\*

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	GASKET NSN: 5330-01-545-2049 Mfr CAGE: 79986 Mfr Part Number: 20001113-01				
0001AA	<u>PRODUCTION QUANTITY</u>  COMMODITY NAME: GASKET CLIN CONTRACT TYPE: Firm Fixed Price PRON: EH2C0240EH      PRON AMD: 02 AMS CD: SM2B1100000  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC                                  SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001    W58HZ12011V636    W562RM      J                                  2 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001                                  266                                  14-OCT-2023  FOB POINT: Origin  SHIP TO: (W562RM)      SU W0MC ARMY GENERAL SUPPLY DLA DISTRIBUTION RED RIVER HIGHWAY 82 WEST TEXARKANA,TX,75507-5000	266	EA	\$ _____	\$ _____
0002	GASKET				
0002AA	<u>UNEXERCISED OPTION</u>  COMMODITY NAME: GASKET CLIN CONTRACT TYPE: Firm Fixed Price  <u>Packaging and Marking</u>			\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9000	<p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC                          SUPPL <u>REL CD</u>    <u>MILSTRIP</u>    <u>ADDR</u>   <u>SIG CD</u>   <u>MARK FOR</u>   <u>TP CD</u> 001</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (W562RM)     SU WOMC ARMY GENERAL SUPPLY DLA DISTRIBUTION RED RIVER HIGHWAY 82 WEST TEXARKANA,TX,75507-5000</p> <p><u>DATA ITEMS</u></p> <p>The Exhibit Line Item Numbers (ELINS) below are associated with specific contract requirements. Please refer to the citations listed within each ELIN for additional information.</p> <p>(End of narrative A001)</p>				
A001	<p><u>ENGINEERING CHANGE PROPOSAL (ECP)</u></p> <p>SERVICE REQUESTED: CDRL A001 ECP CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>ECP shall be in accordance WITH CDRL A001, Exhibit A, Section J, List of Attachments.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination DLVR SCH                          PERF COMPL <u>REL CD</u>                <u>QUANTITY</u>                <u>DATE</u> 001                                1                                SEE DD FORM 1423</p>	1	LO		\$ ** NSP **
A002	<p><u>REQUEST FOR VARIANCE</u></p> <p>SERVICE REQUESTED: CDRL A002 RFV</p>	1	LO		\$ ** NSP **

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>RFV shall be in accordance with CDRL A002, Exhibit A, Section J, List of Attachments.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 SEE DD FORM 1423</p>				
A003	<p><u>NOTICE OF REVISION (NOR)</u></p> <p>SERVICE REQUESTED: CDRL A003 NOR CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>NOR shall be in accordance with CDRL A003, Exhibit A, Section J, List of Attachments.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 SEE DD FORM 1423</p>	1	LO		\$ ** NSP **
A004	<p><u>TEST/INSPECTION REPORTS</u></p> <p>SERVICE REQUESTED: CDRL A004 FATR CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>FATR shall be in accordance WITH CDRL A004, Exhibit A, Section J, List of Attachments.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL REL CD QUANTITY DATE</p>	1	LO		\$ ** NSP **



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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A005	<p>001 1 SEE DD FORM 1423</p> <p><u>TEST/INSPECTION REPORTS</u></p> <p>SERVICE REQUESTED: CDRL A005 PRODUCTION LOT CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Production Lot shall be in accordance with CDRL A005, Exhibit A, Section J, List of Attachments.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 SEE DD FORM 1423</p>	1	LO		\$ ** NSP **
A006	<p><u>CERTIFICATE OF COMPLIANCE</u></p> <p>SERVICE REQUESTED: CDRL A006 CERTIFICATE OF COMP CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Certificate of Compliance shall be in accordance with CDRL A006, Exhibit A, Section J, List of Attachments.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 SEE DD FORM 1423</p>	1	LO		\$ ** NSP **

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**Name of Offeror or Contractor:**

INSPECTION AND ACCEPTANCE

E.1\_\_ INSPECTION AND ACCEPTANCE POINTS: ORIGIN

The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT: \_\_\_\_\_

(Name) (CAGE)

\_\_\_\_\_

(Address) (City) (State) (Zip)

ACCEPTANCE POINT: \_\_\_\_\_

(Name) (CAGE)

\_\_\_\_\_

(Address) (City) (State) (Zip)

\*\*\*

E.2\_\_ DRAWINGS FOR INSPECTION

(a) When requested, the Contractor shall make available to the Government Inspector, the drawings, specifications and any applicable Engineering Exceptions associated to the drawings, to which the product was manufactured. Upon completion of product inspection and acceptance by the Government Inspector, all drawings, specifications and Engineering Exceptions, will be returned to the Contractor.

(b) If the contractor is not the actual manufacturer of the item being procured (i.e. dealer, distributor, etc.) the contractor shall ensure that subcontractor drawings are available for review to support the Government's inspection requirements.

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\*\*\* END OF NARRATIVE E0001 \*\*\*

DELIVERIES OR PERFORMANCE

F.1\_\_ FOB POINT

Delivery on F.O.B. origin offers will be F.O.B. Carrier's equipment, wharf, or freight station, at the Government's option, at or near:

(1) Contractor's Plant: \_\_\_\_\_

(City) (State) (ZIP) (County)

(2) Subcontractor's Plant: \_\_\_\_\_

(City) (State) (ZIP) (County)

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F.2\_\_ TRANSPORTATION DATA FOR FOB ORIGIN OFFERS

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

(1) Facilities for shipping by rail

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**Name of Offeror or Contractor:**

[ ] are

[ ] are not

available at the F.O.B. point(s) stated in this solicitation.

(2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

(NAME) (LOCATION)

(3) Facilities for shipping by water

[ ] are

[ ] are not

available at the F.O.B. point(s) stated in this solicitation.

(4) Facilities for shipping by motor

[ ] are

[ ] are not

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL: /Unit MOTOR: /Unit WATER: /Unit

CAUTION: Give the cost of Reimbursable Loading Charge (not already included in the offered Unit Price) on a per unit basis. The unit of measure is as indicated on the Schedule page (Section B), under the Unit Column.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) If there is no fill in provided for an additional charge for rail shipment above (a)(5), the contractor agrees that the contract price already includes all charges for such shipments, therefore shipment by rail will result in any additional cost to the Government.

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\*\*\* END OF NARRATIVE F0001 \*\*\*

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**Name of Offeror or Contractor:**

CONTRACT ADMINISTRATION DATA  
G.1\_\_ Transportation Account Code (TAC) for FOB Origin Shipment  
  
DCMA: The TAC to use in GBL preparation for shipments made under this contract is AUER.  
  
[End of Instructions]  
  
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\*\*\* END OF NARRATIVE G0001 \*\*\*

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**Name of Offeror or Contractor:**

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT/2018
2	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG/2020
3	52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	NOV/2021
4	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
5	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV/2021
6	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	NOV/2021
7	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
8	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	DEC/2019
9	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	MAY/2016
10	252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES	JAN/2021
11	252.204-7020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	MAR/2022
12	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC	JUN/2022
13	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	MAR/2022
14	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
15	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
16	252.225-7056	PROHIBITION REGARDING BUSINESS OPERATION WITH THE MADURO REGIME	MAY/2022
17	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	DEC/2018
18	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
19	252.232-7017	ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS--PROHIBITION ON FEES AND CONSIDERATION	APR/2020
20	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022)	MAY/2022

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

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

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

\_\_\_ (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. 2402).

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

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

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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- \_\_\_ (5) [Reserved].
- \_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021) (31 U.S.C. 6101 note).
- \_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- \_\_\_ (10) [Reserved]
- \_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).
- \_\_\_ (ii) Alternate I (MAR 2020) of 52.219-3.
- \_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_\_ (13) [Reserved]
- \_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (MAR 2020) of 52.219-6.
- \_\_\_ (iii) Alternate II (Nov 2011) of 52.219-6.
- \_\_\_ (15)(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.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (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.
- \_\_\_ (18)(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.
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (SEP 2021)(15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages--Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021)(15 U.S.C. 657 f)
- \_\_\_ (22)(i) 52.219-28, Post Award Small Business Program Rerepresentation (SEP 2021)(15 U.S.C. 632(a)(2)).
- \_\_\_ (ii) Alternate I (MAY 2020) of 52.219-28.
- \_\_\_ (23) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (SEP 2021) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (SEP

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- 2021) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).
- \_\_\_ (27) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- \_\_\_ (28) 52.222-19, Child LaborCooperation with Authorities and Remedies (Jan 2022) (E.O. 13126).
- \_\_\_ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- \_\_\_ (30)(i) 52.222-26, Equal Opportunity (Sep 2016)(E.O. 11246).
- \_\_\_ (ii) Alternate I (Feb 1999) of 52.222-26.
- \_\_\_ (31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212).
- \_\_\_ (ii) Alternate I (July 2014) of 52.222-35.
- \_\_\_ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020)(29 U.S.C. 793).
- \_\_\_ (ii) Alternate I (July 2014) of 52.222-36.
- \_\_\_ (33) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Jun 2020)(38 U.S.C. 4212).
- \_\_\_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (35)(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).
- \_\_\_ (36) 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 and commercial services as prescribed in FAR 22.1803.)
- \_\_\_ (37)(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.)
- \_\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).
- \_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).
- \_\_\_ (40)(i) 52.223-13, Acquisition of EPEAT[supreg]-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.
- \_\_\_ (41)(i) 52.223-14, Acquisition of EPEAT[supreg]-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- \_\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- \_\_\_ (43)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- \_\_\_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- \_\_\_ (45) 52.223-20, Aerosols (June, 2016) (E.O. 13693).
- \_\_\_ (46) 52.223-21, Foams (June, 2016) (E.O. 13693).

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- \_\_\_ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- \_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.
- \_\_\_ (48) 52.225-1, Buy American--Supplies (NOV 2021) (41 U.S.C. chapter 83).
- \_\_\_ (49)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I (JAN 2021) of 52.225-3.
- \_\_\_ (iii) Alternate II (JAN 2021) of 52.225-3.
- \_\_\_ (iv) Alternate III (JAN 2021) of 52.225-3.
- \_\_\_ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- \_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- \_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)(42 U.S.C. 5150).
- \_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
- \_\_\_ (56) 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. 2307(f)).
- \_\_\_ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- \_\_\_ (58) 52.232-33, Payment by Electronic Funds Transfer -- System for Award Management (Oct 2018)(31 U.S.C. 3332).
- \_\_\_ (59) 52.232-34, Payment by Electronic Funds Transfer -- Other Than System for Award Management (Jul 2013)(31 U.S.C. 3332).
- \_\_\_ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- \_\_\_ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- \_\_\_ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).
- \_\_\_ (63)(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:
- \_\_\_ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (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



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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 Under Executive Order 14026 (Jan 2022) (E.O. 14026).

\_\_\_\_ (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 Contractors directly pertinent records involving transactions related to this contract.

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products 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) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds 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.

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

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

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

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

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

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

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

(xiii)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. 7104(g)).

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(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. 7104(g)).

(xiv) 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).

(xv) 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).

(xvi) 52.222-54, Employment Eligibility Verification (May 2022).

(xvii) 52.222-55, Minimum Wages Under Executive Order 14026 (Jan 2022) (Executive Order 14026).

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

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

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

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 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.

(xxii) 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)

21            52.204-25            PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO            NOV/2021  
SURVEILLANCE SERVICES OR EQUIPMENT

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

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

"Covered foreign country" means The Peoples Republic of China.

"Covered telecommunications equipment or services" means--

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

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

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

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

"Critical technology" means--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil> . For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil> .

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

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

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

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

(End of clause)

Name of Offeror or Contractor:

LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST - DD FORM 1423	20-OCT-2022	002	DATA

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REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

22	252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY/2022
23	52.204-24	REPRESENTATION 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.

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 the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

(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

(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) Representations. 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

**Name of Offeror or Contractor:**

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 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)

24	52.212-3	OFFERORS REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022) --ALTERNATE I (OCT 2014)	OCT/2014
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The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for

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Certain Telecommunications and Video Surveillance Services or Equipment.

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

"Forced or indentured child labor" means all work or service--

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

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

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

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

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

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

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

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;



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- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern"--

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.
- (2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor

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under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

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

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

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

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

NOTE to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: "Administrative merits determination", "Arbitral award or decision", paragraph (2) of "Civil judgment", "DOL Guidance", "Enforcement agency", "Labor compliance agreement", "Labor laws", and "Labor law decision". The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov> . After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. [Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

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

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

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

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

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(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it

\_\_\_ is,

\_\_\_ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it

\_\_\_ is,

\_\_\_ is not a women-owned small business concern.

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

\_\_\_\_\_

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

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

Name of Offeror or Contractor:

(ii) It \_\_\_ is, \_\_\_ not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

\_\_\_ Individual/concern, other than one of the preceding.

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

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

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

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line item No.	Country of origin

Name of Offeror or Contractor:

[List as necessary]

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

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

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

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy AmericanFree Trade AgreementsIsraeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy AmericanFree Trade AgreementsIsraeli Trade Act."

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

Line item No.	Country of origin

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy AmericanFree Trade AgreementsIsraeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line item No.	Country of origin

[List as necessary]

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

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

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

Canadian End Products:
Line item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

Line item No.	Country of origin
<hr/>	
<hr/>	

[List as necessary]

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

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

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

Line item No.	Country of origin
<hr/>	
<hr/>	

[List as necessary]

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

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

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

Other End Products

Line item No.	Country of origin
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[List as necessary]

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

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

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

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

Name of Offeror or Contractor:

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product	
Listed end product	Listed countries of origin

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

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

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

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

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

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(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

\* TIN: \_\_\_\_\_.

\* TIN has been applied for.

\* TIN is not required because:

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



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in the United States;

- \* Offeror is an agency or instrumentality of a foreign government;
- \* Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- \* Sole proprietorship;
- \* Partnership;
- \* Corporate entity (not tax-exempt);
- \* Corporate entity (tax-exempt);
- \* Government entity (Federal, State, or local);
- \* Foreign government;
- \* International organization per 26 CFR 1.6049-4;
- \* Other \_\_\_\_\_.

(5) Common parent.

- \* Offeror is not owned or controlled by a common parent;
- \* Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) Representation. The Offeror represents that--

- (i) It [ ] is, [ ] is not an inverted domestic corporation; and
- (ii) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701

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et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> .)

- (3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if--
- (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
  - (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

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

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

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

Immediate owner CAGE code: \_\_\_\_\_

Immediate owner legal name: \_\_\_\_\_

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

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

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

Highest-level owner CAGE code: \_\_\_\_\_

Highest-level owner legal name: \_\_\_\_\_

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

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

Predecessor legal name: \_\_\_\_\_.

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

(s) [Reserved.]

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

(2) The Offeror represents that--

(i) It [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or

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services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

(End of Provision)

25                    252.204-7017                    PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS                    MAY/2021  
EQUIPMENT OR SERVICES--REPRESENTATION

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does not provide covered defense 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."

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does" provide covered defense 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, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

- (1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).
- (2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.
- (3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).
- (4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

26                    252.239-7098                    PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER                    APR/2021  
NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN  
WEBSITES--REPRESENTATION (DEVIATION 2021-00003)

(a) In accordance with section 8116 of Division C of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions, none of the funds appropriated (or otherwise made available) by this or any other Act for DoD may be used to enter into a contract to maintain or establish a computer network unless such network is designed to

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block access to pornography websites. This prohibition does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities, or for any activity necessary for the national defense, including intelligence activities.

(b) Representation. By submission of its offer, the Offeror represents that it is not providing as part of its offer a proposal to maintain or establish a computer network unless such network is designed to block access to pornography websites.

(End of provision)

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

27	52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT/2018
28	52.212-1	INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV/2021
29	252.204-7019	NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	MAR/2022
L.1___ OFFERS DELIVERED BY THIRD PARTY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)			

(a) Unless specifically authorized elsewhere in this solicitation, paper offers will not be accepted. Preference for offers is to be submitted in response to solicitations via SAM.gov. Alternatively offers may be mailed following these procedures.

(b) Offers, including disks or other electronic media, shall be addressed to:

U.S. Army Contracting Command - Warren

Bid Room, Bldg 231, Mail Stop 303

6501 East 11 Mile Road

Warren, MI 48397-5000

(c) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Offer Receipt Office at the above address.

(d) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

(e) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government.

\*\*\*

L.2\_\_\_ HQ-AMC LEVEL PROTEST PROCEDURES

Complete AMC Protest Procedures can be found at: <http://www.amc.army.mil/Connect/Legal-Resources/>

An agency protest may be filed with either the contracting officer or to HQAMC but not both following the procedures listed on the website above.

\*\*\*

L.3\_\_\_ PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES

For purposes of computing a price for the option quantity specified in Section B of this solicitation and unless otherwise indicated in Section B, it is understood and agreed that the option unit price includes the same level(s) of packing/packaging as those that apply to the basic contract quantity.

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\*\*\* END OF NARRATIVE L0001 \*\*\*

EVALUATION FACTORS FOR AWARD

M.1\_\_\_ EVALUATION OF INCOMPLETE OPTION PRICING

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(a) Per FAR 17.203(d), offerors may price the option CLIN in this solicitation incrementally, by entering different option unit prices that will apply to different subquantities or quantity ranges (in the event that the Government elects to exercise less than 100% of the option). Notwithstanding this fact, the provision entitled EVALUATION OF OPTIONS (FAR 52.217-5, located elsewhere in this Section M) indicates that the Government's evaluation for contract award will include each offeror's price for 100% of the option quantity.

(b) In light of the above, if an offeror specifies unit prices that apply to one or more option quantity ranges, but does not specify a unit price for 100% of the option, we will evaluate that offer for award as follows. The option price for such offer shall be deemed to be the higher of the unit price that applies to the basic (non-option) quantity, or the highest unit price that is identified against any range or subquantity of the option CLIN.

\*\*\*

M.2\_\_ CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD

(a)The Government will award a contract to the offeror that:

(1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation,

(2) submits a bid or proposal that meets all the material requirements (including technical requirements of the specification, if applicable) of this solicitation, and

(3) meets all the responsibility criteria at FAR 9.104.

(b) To make sure that an offeror meets the responsibility criteria at FAR 9.104 the Government may:

(1) arrange a visit to the offerors plant and perform a preaward survey;

(2) ask the offeror to provide financial, technical, production, or managerial background information.

(c) If the offeror does not provide the Government with the data requested within 7 days from the date the requested is received, or if the offeror refuses to have an onsite visit to the offerors facility, the Government may determine the offeror to be nonresponsible.

(d) If the Government visits the offerors facility, please make sure that current certified financial statements and other data relevant to the bid or proposal available for Government personnel to review.

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M.3\_\_ EVALUATION OF TRANSPORTATION COSTS FOR OPTIONS (F.O.B. ORIGIN)

(a) The Government will compute and identify transportation costs pertaining to the option quantity identified in Section B of the solicitation in the same manner as we calculated the cost for the basic quantity.

(b) Where only one basic quantity destination is identified, evaluation of transportation costs for the option quantity will be based on that destination. Where two or more basic quantity destinations are identified, the option will be evaluated using the same ratio as the basic quantity.

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CONTRACT DATA REQUIREMENTS LIST  
DD FORM 1423 (MECHANIZED)

CATEGORY: MISC SYSTEM/ITEM: EMI FILTER CURCUIT CARD ASSEMBLY  
TO CONTRACT/PR: EH2L0072EH  
NSN: 5998-01-541-7223

1. SEQUENCE NUMBER	14. DRFT/REG/REPRO
2. TITLE OF DATA ITEM	DISTRIBUTION COPIES
3. SUBTITLE	
4. DATA ITEM NUMBER	
5. CONTRACT REFERENCE	
6. TECHNICAL OFFICE	7. DD 250 8. APP CODE 9. DIST STATEMENT REQUIRED
10. FREQUENCY	11. AS OF DATE
12. DATE OF 1ST SUBMISSION	13. DATE OF SUBSEQUENT SUBMISSION
15. TOTAL	16. REMARKS

1. A001 14. SEE ADDRESS CODE / /  
2. ENGINEERING CHANGE PROPOSAL (ECP) DISTRIBUTION  
ATTACHED\*\*

3.

4. DI-SESS-80639

5. SECTION C

6. FCDD-CBE-M 7. LT 8. N/A 9. \*  
10. ASREQ 11. N/A 15. TOTAL 0 / 0 / 0

12. ASREQ 13. ASREQ

16. REMARKS

DATA MUST BE IN GOVERNMENT COMPATIBLE SOFTWARE (e.g., MICROSOFT OFFICE OR PORTABLE DOCUMENT FORMAT (pdf)). \*DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER. \*\*SUBMIT ELECTRONICALLY TO "mailto:USARMY.RIA.DEVCOM-CBC.MBX.CMACTION@ARMY.MIL" . ELECTRONIC FILES SHALL BE LESS THAN 7MB. THE PREFERRED METHOD IS THE DD FORM 1692 WHICH IS LOCATED AT <http://www.dtic.mil/whs/directives/infomgt/forms/> . CONTRACTOR FORMAT ALTERNATIVE TO THE DD FORM IS ACCEPTABLE PROVIDED THE NECESSARY DATA ELEMENTS ARE PROVIDED.

1. A002 14. SEE ADDRESS CODE / /  
2. REQUEST FOR VARIANCE (RFV) DISTRIBUTION  
ATTACHED\*\*

3.

4. DI-SESS-80640

5. SECTION C

6. FCDD-CBE-M 7. LT 8. N/A 9. \*  
10. ASREQ 11. N/A 15. TOTAL 0 / 0 / 0

12. ASREQ 13. ASREQ

16. REMARKS

DATA MUST BE IN GOVERNMENT COMPATIBLE SOFTWARE (e.g., MICROSOFT OFFICE OR

PORTABLE DOCUMENT FORMAT (pdf)). \*DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER. \*\*SUBMIT ELECTRONICALLY TO "mailto:USARMY.RIA.DEVCOM-CBC.MBX.CMACTION@ARMY.MIL" . ELECTRONIC FILES SHALL BE LESS THAN 7MB. THE PREFERRED METHOD IS THE DD FORM 1694 WHICH IS LOCATED AT <http://www.dtic.mil/whs/directives/infomgt/forms/> . CONTRACTOR FORMAT ALTERNATIVE TO THE DD FORM IS ACCEPTABLE PROVIDED THE NECESSARY DATA ELEMENTS ARE PROVIDED.

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1. A003 14.  
SEE ADDRESS CODE / /  
2. NOTICE OF REVISION (NOR) DISTRIBUTION  
ATTACHED\*\*  
3.  
4. DI-SESS-80642  
5. SECTION C  
6. FCDD-CBE-M 7. LT 8. N/A 9. \*  
10. ASREQ 11. N/A 15. TOTAL 0 / 0 / 0  
12. ASREQ 13. ASREQ

16. REMARKS  
DATA MUST BE IN GOVERNMENT COMPATIBLE SOFTWARE (e.g., MICROSOFT OFFICE OR PORTABLE DOCUMENT FORMAT (pdf)). \*DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER. \*\*SUBMIT ELECTRONICALLY TO "mailto:USARMY.RIA.DEVCOM-CBC.MBX.CMACTION@ARMY.MIL" . ELECTRONIC FILES SHALL BE LESS THAN 7MB. THE PREFERRED METHOD IS THE DD FORM 1695 WHICH IS LOCATED AT <http://www.dtic.mil/whs/directives/infomgt/forms/> . CONTRACTOR FORMAT ALTERNATIVE TO THE DD FORM IS ACCEPTABLE PROVIDED THE NECESSARY DATA ELEMENTS ARE PROVIDED.

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1. A004 14.  
QAR 0 / 1 / 0  
2. CERTIFICATE OF COMPLIANCE PCO 0 / 1 / 0  
FCDD-CBE-SQI 0 / 1 / 0  
3.  
4. DI-MISC-81356A\*  
5. SECTION E  
6. FCDD-CBE-SQI (RI) 7. LT 8. N/A 9. N/A  
10. ASREQ 11. N/A 15. TOTAL 0 / 3 / 0  
12. ASREQ 13. ASREQ

16. REMARKS  
MODIFY DI-MISC-81356, 2.I TO READ: A STATEMENT ON CONTRACTOR LETTERHEAD CERTIFYING THAT ALL ITEMS FURNISHED ON THE CONTRACT ARE IN FULL COMPLIANCE WITH THE TDP (INCLUDING REVISION OF THE DRAWING AND SPECIFICATION), ALL SPECIFICATIONS AND CONTRACT REQUIREMENTS. SUBMIT CERTIFICATE OF CONFORMANCE PRIOR TO ANY DELIVERY. SUBMIT ELECTRONICALLY TO THE PCO.

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DATE: 05 JULY 2022



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## SECTION I - CONTRACT CLAUSES

AUTO	IF00409	52.204-13	01-OCT-2018	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
AUTO	IF00419	52.204-18	01-AUG-2020	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE
ADDED	IF00435	52.204-23	01-NOV-2021	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
ADDED	IF00026	52.211-15	01-APR-2008	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
AUTO	IF00028	52.212-4	01-NOV-2021	CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
AUTO	IF00414	52.232-40	01-NOV-2021	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS
ADDED	IA00285	252.203-7000	01-SEP-2011	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS
AUTO	IA00354	252.204-7012	01-DEC-2019	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING
AUTO	IA00339	252.204-7015	01-MAY-2016	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT
AUTO	IA00373	252.204-7018	01-JAN-2021	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES
AUTO	IA00378	252.204-7020	01-MAR-2022	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS
ADDED	IA00046	252.225-7001	01-JUN-2022	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC
ADDED	IA00047	252.225-7002	01-MAR-2022	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
ADDED	IA00057	252.225-7016	01-JUN-2011	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS
ADDED	IA00333	252.225-7048	01-JUN-2013	EXPORT-CONTROLLED ITEMS
AUTO	IA00388	252.225-7056	01-MAY-2022	PROHIBITION REGARDING BUSINESS OPERATION WITH THE MADURO REGIME
ADDED	IA00115	252.232-7003	01-DEC-2018	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
ADDED	IA00272	252.232-7010	01-DEC-2006	LEVIES ON CONTRACT PAYMENTS
AUTO	IA00376	252.232-7017	01-APR-2020	ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS--PROHIBITION ON FEES AND CONSIDERATION
AUTO/CHANGE	IF60010	52.212-5	01-MAY-2022	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022)

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

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

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

\_\_\_ (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. 2402).

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

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

\_\_\_ (4) 52.204-10, 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).

\_\_\_ (8) 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).

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

\_\_\_ (10) [Reserved]

\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-3.

\_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (13) [Reserved]

\_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

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

\_\_\_ (iii) Alternate II (Nov 2011) of 52.219-6.

\_\_\_ (15)(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.

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

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

\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (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.

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- \_\_\_ (18)(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.
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (SEP 2021)(15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages--Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021)(15 U.S.C. 657 f)
- \_\_\_ (22)(i) 52.219-28, Post Award Small Business Program Rerepresentation (SEP 2021)(15 U.S.C. 632(a)(2)).
- \_\_\_ (ii) Alternate I (MAY 2020) of 52.219-28.
- \_\_\_ (23) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (SEP 2021) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (SEP 2021) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).
- \_\_\_ (27) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- \_\_\_ (28) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Jan 2022) (E.O. 13126).
- \_\_\_ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- \_\_\_ (30)(i) 52.222-26, Equal Opportunity (Sep 2016)(E.O. 11246).
- \_\_\_ (ii) Alternate I (Feb 1999) of 52.222-26.
- \_\_\_ (31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212).
- \_\_\_ (ii) Alternate I (July 2014) of 52.222-35.
- \_\_\_ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020)(29 U.S.C. 793).
- \_\_\_ (ii) Alternate I (July 2014) of 52.222-36.
- \_\_\_ (33) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Jun 2020)(38 U.S.C. 4212).
- \_\_\_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (35)(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).
- \_\_\_ (36) 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 and commercial services as prescribed in FAR 22.1803.)
- \_\_\_ (37)(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.)
- \_\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).
- \_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).

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- \_\_\_ (40)(i) 52.223-13, Acquisition of EPEAT[supreg]-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.
- \_\_\_ (41)(i) 52.223-14, Acquisition of EPEAT[supreg]-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- \_\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- \_\_\_ (43)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- \_\_\_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- \_\_\_ (45) 52.223-20, Aerosols (June, 2016) (E.O. 13693).
- \_\_\_ (46) 52.223-21, Foams (June, 2016) (E.O. 13693).
- \_\_\_ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- \_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.
- \_\_\_ (48) 52.225-1, Buy American--Supplies (NOV 2021) (41 U.S.C. chapter 83).
- \_\_\_ (49)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I (JAN 2021) of 52.225-3.
- \_\_\_ (iii) Alternate II (JAN 2021) of 52.225-3.
- \_\_\_ (iv) Alternate III (JAN 2021) of 52.225-3.
- \_\_\_ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- \_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- \_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)(42 U.S.C. 5150).
- \_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
- \_\_\_ (56) 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. 2307(f)).
- \_\_\_ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- \_\_\_ (58) 52.232-33, Payment by Electronic Funds Transfer -- System for Award Management (Oct 2018)(31 U.S.C. 3332).
- \_\_\_ (59) 52.232-34, Payment by Electronic Funds Transfer -- Other Than System for Award Management (Jul 2013)(31 U.S.C. 3332).
- \_\_\_ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- \_\_\_ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- \_\_\_ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).
- \_\_\_ (63)(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.

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\_\_\_(iii) Alternate II (NOV 2021) of 52.247-64.

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

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

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

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (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 Under Executive Order 14026 (Jan 2022) (E.O. 14026).

\_\_\_ (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 Contractors directly pertinent records involving transactions related to this contract.

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products 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) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable

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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.

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

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

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

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

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

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

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

(xiii)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. 7104(g)).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. 7104(g)).

(xiv) 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).

(xv) 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).

(xvi) 52.222-54, Employment Eligibility Verification (May 2022).

(xvii) 52.222-55, Minimum Wages Under Executive Order 14026 (Jan 2022) (Executive Order 14026).

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

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

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

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 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.

(xxii) 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)

ADDED	IF70118	52.204-25	01-NOV-2021	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
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#### SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

AUTO	KA00020	252.225-7055	01-MAY-2022	Representation Regarding Business Operations with the Maduro Regime
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AUTO	KF70056	52.204-24	01-NOV-2021	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
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AUTO	KF70008	52.212-3	01-OCT-2014	OFFERORS REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND
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PIIN/SIIN W56HZV-22-Q-0057

MOD/AMD

COMMERCIAL SERVICES (MAY 2022) --ALTERNATE I (OCT 2014)

AUTO	KA70051	252.204-7017	01-MAY-2021	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION
AUTO	KA70062	252.239-7098	01-APR-2021	PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES--REPRESENTATION (DEVIATION 2021-00003)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

AUTO	LF00053	52.204-7	01-OCT-2018	SYSTEM FOR AWARD MANAGEMENT
AUTO	LF00060	52.212-1	01-NOV-2021	INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
AUTO	LA00024	252.204-7019	01-MAR-2022	NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS