

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under</b> DPAS (15 CFR 700) ➡		<b>Rating</b> DOA1	<b>Page</b> 1	<b>of</b> 79	<b>Pages</b>
<b>2. Contract Number</b>		<b>3. Solicitation Number</b> W58RGZ-22-R-0066		<b>4. Type of Solicitation</b> <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		<b>5. Date Issued</b> 2022DEC07		<b>6. Requisition/Purchase Number</b> SEE SCHEDULE
<b>7. Issued By</b> ARMY CONTRACTING COMMAND-REDSTONE CCAM-ALA REDSTONE ARSENAL AL 35898-5280			<b>Code</b> W58RGZ	<b>8. Address Offer To (If Other Than Item 7)</b>				

**NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.**

### SOLICITATION

**9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 03:00pm (hour) local time 2023MAR07 (Date).**

**Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.**

<b>10. For Information</b> <b>Call:</b> ➡	<b>A. Name</b> MEAGAN MELTON	<b>B. Telephone (No Collect Calls)</b>			<b>C. E-mail Address</b> MEAGAN.M.MELTON.CIV@MAIL.MIL
		<b>Area Code</b> (256)	<b>Number</b> 842-7406	<b>Ext.</b>	

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### OFFER (Must be fully completed by offeror)

**NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.**

**12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

<b>13. Discount For Prompt Payment</b> (See Section I, Clause No. 52.232-8) ➡	<b>10 Calendar Days (%)</b>	<b>20 Calendar Days (%)</b>	<b>30 Calendar Days (%)</b>	<b>Calendar Days (%)</b>
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<b>14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</b>	<b>Amendment No.</b>	<b>Date</b>	<b>Amendment No.</b>	<b>Date</b>

<b>15A. Name and Address of Offeror</b>		<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>	
<b>15B. Telephone Number</b>		<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> Different From Above - Enter such Address In Schedule		<b>17. Signature</b>	
<b>Area Code</b>	<b>Number</b>	<b>Ext.</b>			<b>18. Offer Date</b>

### AWARD (To be completed by Government)

<b>19. Accepted As To Items Numbered</b>		<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)( 1 ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified) ➡	
<b>24. Administered By (If other than Item 7)</b> <b>Code</b>			<b>25. Payment Will Be Made By</b> <b>Code</b>	
<b>26. Name of Contracting Officer (Type or Print)</b>			<b>27. United States Of America</b>  (Signature of Contracting Officer)	
			<b>28. Award Date</b>	

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b>  W58RGZ-22-R-0066  <b>PIIN/SIIN</b> <b>MOD/AMD</b></p>	<p><b>Page 2 of 79</b></p>
<p><b>Name of Offeror or Contractor:</b></p>		

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: MEAGAN MELTON  
 Buyer Office Symbol/Telephone Number: CCAM-ALA/(256)842-7406  
 Type of Contract 1: Firm Fixed Price  
 Kind of Contract: Maintenance Contracts

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

W58RGZ-22-R-0066

A-1. This is a five (5) year Firm Fixed-Price (FFP) Maintenance and Overhaul (M&O) Indefinite Delivery Indefinite Quantity (IDIQ) contract for the AH-64 Apache Cossi Clutch Assembly. The Government intends to award only one basic Fixed Price contract as a result of this solicitation.

A-2. The Cossi Clutch Assembly for the AH-64 is identified as a Critical Safety Item (CSI). Currently, the following source is the only known approved source for the overhaul:

Honeywell  
 111 S 34th St.  
 Phoenix, AZ 85034-2802  
 CAGE Code: 99193

A-3. No Government Furnished Materials (GFM), other than the reparable assets and reusable containers will be provided.

A-4. Access to FedMall is not authorized.

A-5. Subject to the availability of funds, any quantities ordered will be priced at the unit price established for the ordering period in which they are ordered. Funds shall be obligated by issuance of delivery orders and not by the contract itself.

A-6. Shipping requirements will be provided in each individual Delivery Order.

A-7. The yearly estimated quantities listed herein do not commit the Government to ordering that or any quantity above the minimum quantity for the following:

AH-64 Apache  
 Noun: COSSI CLUTCH ASSEMBLY

Input NSN & Part Numbers (P/N)  
 NSN: 3010-01-515-8483  
 P/N: 3617950-1

Output NSN & P/N  
 NSN: 3010-01-515-8483  
 P/N: 3617950-1

Minimum quantity: 50  
 Maximum quantity: 720

The maximum quantity includes 120 reserved for Foreign Military Sales (FMS).

A-8. The minimum quantity set forth shall be obligated on the first delivery order, to be issued simultaneously with the award of the contract. Any additional quantities ordered will be priced at the Firm Fixed unit price in effect during the ordering period in which they are ordered.

A-9. All ordering periods are in increments of 12 months from the date of award.

Ordering Periods:

The first ordering period is from date of contract award through 365 days after contract award (DACA).

The second ordering period is 366 DACA through 730 DACA.

The third ordering period is from 731 DACA through 1,095 DACA.

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The fourth ordering period is from 1,096 DACA through 1,461 DACA.

The fifth ordering period is from 1,462 DACA through 1,826 DACA.

A-10. The following website are provided for the purpose of containing/reviewing various Army Publications and Technical Manuals/Bulletins:

Technical Manuals and Bulletins - <https://armypubs.army.mil>

DA Pamphlets and Army Regulations - <https://quicksearch.dla.mil/qsSearch.aspx>

A-11. The Cossi Clutch Assembly is a CSI, which requires the contractor and all subcontractors to strictly comply with AMCOM Regulation 702-7 Revised 19 June 2017 which includes QE-STD-1 (Appendix C) and QE-STD-2 (Appendix D). The overhaul must comply with QE-STD-2. If during the overhaul process, the contractor determines that any sub-component of the item must be replaced, the replacement sub-component must comply with QE-STD-1.

A-12. The contractor shall comply with the Total Asset Visibility - contractor (TAV-C) reporting instructions IAW Attachment 0003 - Contractor Repair TAV-C Requirements.

A-13. Complete the following Contractor point of contact information:

Name:\_\_\_\_\_

Telephone Number:\_\_\_\_\_

Fax Number:\_\_\_\_\_

E-mail Address:\_\_\_\_\_

A-14. Proposal shall be submitted electronically to the email address of [meagan.m.melton.civ@army.mil](mailto:meagan.m.melton.civ@army.mil).

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

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>PVA</p> <p>The contractor is required to submit a Process Plan in accordance with narrative C0001 Statement of Work (SOW), paragraph t. The documentation shall be submitted within 30 days after contract award. The Process Plan must be submitted and approved before assets will be shipped in order for the PVA to be conducted.</p> <p>(End of narrative A001)</p>				
0001AA	<p><u>PRODUCT VERIFICATION AUDIT</u></p> <p>SERVICE REQUESTED: PVA CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN represents the PVA for the COSSI CLUTCH ASSEMBLY, Output NSN: 3010-01-515-8483 as shown in CLINs 0002AA and 0003AA.</p> <p>This is a Firm-Fixed Price CLIN.</p> <p>Offeror is required to fill in a proposed firm fixed unit price for the PVA:</p> <p>\$ _____</p> <p>PVA shall be in accordance with the "Product Verification Audit (PVA) Contract Requirements" in Section E.</p> <p>PVA shall be conducted within 90 days after receipt of the reparable. The contractor shall prepare 3 assets for PVA. The contractor is required to notify the Government Quality Office for scheduling of the PVA by email to the following address:</p> <p>usarmy.redstone.devcom-avmc.mbx.qs-contracts@army.mil</p> <p>The contractor shall Carbon Copy the contracting office by email to the following address:</p> <p>usarmy.redstone.acc.mbx.acc-rsa-ccam-ala-contracts@army.mil</p> <p>The contractor shall prepare and forward, through the cognizant Government Quality Element, finalized audit reports within 10 working days after completion of the PVA to the email address above.</p> <p>NOTE: A copy of the cover letter for the report shall</p>				<p>\$ _____</p>

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>be forwarded to the contracting officer.</p> <p>PVA requires approval prior to Government acceptance of contract deliverable assets.</p> <p><u>Failure to pass the PVA may lead to Termination for Default of the contract.</u></p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				
0002	<p>COSSI CLUTCH ASSEMBLY  NSN: 3010-01-515-8483</p>				
0002AA	<p><u>OVERHAUL/REPAIR (US QTY)</u></p> <p>COMMODITY NAME: COSSI CLUTCH ASSEMBLY  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>SYSTEM: Apache AH-64 D/E</p> <p>INPUT NSN: 3010-01-515-8483  INPUT P/N: 3617950-1</p> <p>OUTPUT NSN: 3010-01-515-8483  OUTPUT P/N: 3617950-1</p> <p>Overhaul shall be in accordance with Section C, Statement of Work/Specifications.</p> <p>This Firm Fixed Price (FFP) CLIN includes all mandatory and nonmandatory parts, labor charges, preservation, packaging, packing, marking, and data items necessary to return the unit, to a serviceable condition, as stated in section C, Statement of Work.</p> <p>OFFEROR IS REQUIRED TO FILL IN PROPOSED FIRM FIXED UNIT PRICES: <u>US QTY 600</u></p> <p>ORDERING PERIOD 1 - \$_____ EST Qty 120 ea</p> <p>ORDERING PERIOD 2 - \$_____ EST Qty 120 ea</p> <p>ORDERING PERIOD 3 - \$_____ EST Qty 120 ea</p> <p>ORDERING PERIOD 4 - \$_____ EST Qty 120 ea</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>ORDERING PERIOD 5 - \$_____ EST Qty 120 ea</p> <p>THESE ARE ONLY ESTIMATED QUANTITIES. THE TOTAL MINIMUM QUANTITY FOR THIS REQUIREMENT IS <u>50 EACH</u> AND THE MAXIMUM QUANTITY FOR THIS REQUIREMENT IS <u>720 EACH</u> (600 US/120 FMS).</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE ATTACHMENT 0008-M&amp;O PACKAGING REQUIREMENTS LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p>All Wood Packaging Material (WPM) Must be ISPM-15 compliant.</p> <p>Preservation requirement and packaging requirement contained in the M&amp;O Packaging Requirements (Attachment 0008).</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> FOB POINT: Origin SHIP TO:</p>				
0003	<p>COSSI CLUTCH ASSEMBLY NSN: 3010-01-515-8483</p>				
0003AA	<p><u>OVERHAUL/REPAIR (FMS QTY)</u></p> <p>COMMODITY NAME: COSSI CLUTCH ASSEMBLY CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>SYSTEM: Apache AH-64 D/E</p> <p>INPUT NSN: 3010-01-515-8483 INPUT P/N: 3617950-1</p> <p>OUTPUT NSN: 3010-01-515-8483</p>			\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>OUTPUT P/N: 3617950-1</p> <p>Overhaul shall be in accordance with Section C, Statement of Work/Specifications.</p> <p>This Firm Fixed Price (FFP) CLIN includes all mandatory and nonmandatory parts, labor charges, preservation, packaging, packing, marking, and data items necessary to return the unit, to a serviceable condition, as stated in section C, Statement of Work.</p> <p>OFFEROR IS REQUIRED TO FILL IN PROPOSED FIRM FIXED UNIT PRICES: <u>FMS QTY 120</u></p> <p>ORDERING PERIOD 1 - \$_____ EST Qty 0 ea</p> <p>ORDERING PERIOD 2 - \$_____ EST Qty 24 ea</p> <p>ORDERING PERIOD 3 - \$_____ EST Qty 24 ea</p> <p>ORDERING PERIOD 4 - \$_____ EST Qty 24 ea</p> <p>ORDERING PERIOD 5 - \$_____ EST Qty 48 ea</p> <p>THESE ARE ONLY ESTIMATED QUANTITIES. THE TOTAL MINIMUM QUANTITY FOR THIS REQUIREMENT IS <u>50 EACH</u> AND THE MAXIMUM QUANTITY FOR THIS REQUIREMENT IS <u>720 EACH</u> (600 US/120 FMS).</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u>  PACKAGING/PACKING/SPECIFICATIONS:  SEE ATTACHMENT 0008-M&amp;O PACKAGING REQUIREMENTS  LEVEL PRESERVATION: Military  LEVEL PACKING: A</p> <p>All Wood Packaging Material (WPM) Must be ISPM-15 compliant.</p> <p>Preservation requirement and packaging requirement contained in the M&amp;O Packaging Requirements (Attachment 0008).</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u>  INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>  FOB POINT: Origin</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SHIP TO:				
0004	SCRAP				
0004AA	<u>SCRAP</u>  SERVICE REQUESTED: SCRAP CLIN CONTRACT TYPE: Firm Fixed Price  Units from CLINs 0002AA and 0003AA shall be scrapped or returned in accordance with Section C, Statement of Work/Specifications.  Units determined to be scrap IAW Section C shall be reflected as an increase to CLIN 0004AA with a corresponding decrease in quantity and funds to CLINs 0002AA and 0003AA as appropriate.  In the event the PCO determines that certain items are scrap, the Contractor shall make disposition IAW Government property procedures. Scrapped items shall count toward the minimum quantities ordered hereunder.  The Government may, at its own discretion, reduce any items determined to be scrap by input of additional assets and said scrap quantities will not count as part of the total maximum quantity.  Scrap requires authorization by the Contracting Officer via formal modification. In no event shall the Contractor scrap an item prior to receiving a contractual modification for a unit.  OFFEROR IS REQUIRED TO FILL IN PROPOSED FIRM FIXED UNIT PRICES:  ORDERING PERIOD 1 - \$ _____ Qty 1 ea  ORDERING PERIOD 2 - \$ _____ Qty 1 ea  ORDERING PERIOD 3 - \$ _____ Qty 1 ea  ORDERING PERIOD 4 - \$ _____ Qty 1 ea  ORDERING PERIOD 5 - \$ _____ Qty 1 ea  (End of narrative C001)  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin				\$ _____



**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Deliveries or Performance</u>				
0005	CONTAINERS				
0005AA	<u>CONTRACTOR FURNISHED CONTAINERS</u>  SERVICE REQUESTED: CONTAINERS CLIN CONTRACT TYPE: Firm Fixed Price  <u>SHIPPING CONTAINERS:</u>  OFFEROR IS REQUIRED TO FILL IN PROPOSED FIRM FIXED UNIT PRICES:  ORDERING PERIOD 1 - \$_____ Qty 1 ea  ORDERING PERIOD 2 - \$_____ Qty 1 ea  ORDERING PERIOD 3 - \$_____ Qty 1 ea  ORDERING PERIOD 4 - \$_____ Qty 1 ea  ORDERING PERIOD 5 - \$_____ Qty 1 ea  There is no minimum quantity requirement. This line item will be used on an as needed basis.  The Contractor shall provide Containers, in accordance with Section C, Statement of Work/Specifications and Section J, Attachment 0008, M&O Packaging Requirements.  The Government cannot determine at the time of contract award, how many of the assets to be repaired will be received by the Contractor in unserviceable containers or received without containers.  The Contractor, IAW the Statement of Work, shall submit a Report Of Discrepancy (ROD) SF FORM 364, through their Government Quality Assurance Representative (QAR) for verification, within seven working days to the address shown on EXHIBIT G - CDRL A007. Assets received in unserviceable containers or without a container, require approval by the PCO prior to the purchase of a serviceable container.  <div style="text-align: center;">(End of narrative C001)</div>  <u>Inspection and Acceptance</u>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: DestinationACCEPTANCE: Destination  <u>Deliveries or Performance</u>  0006  <u>CONTRACT DATA REQUIREMENTS LIST (CDRL)</u>  A001  <u>LOGISTICS PRODUCT DATA</u>  SERVICE REQUESTED: EXHIBIT A CLIN CONTRACT TYPE: Firm Fixed Price  TAMMS-A / DI-SESS-81758A  The Contractor shall provide TAMMS-A data IAW Section J, Attachment 0002, TAMMS-A M&O SOW.  (End of narrative C001)  <u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination DLVR SCHPERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 0011AS REQUIRED	1	LO		\$** NSP **
	A002  <u>TECHNICAL REPORT - STUDY/SERVICES - PROCESS PLAN</u>  SERVICE REQUESTED: EXHIBIT B CLIN CONTRACT TYPE: Firm Fixed Price  PROCESS PLAN / DI-MISC-80508B  (End of narrative C001)  <u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination DLVR SCHPERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 0011AS REQUIRED	1	LO		\$** NSP **

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A003	<p><u>TECHNICAL REPORT - STUDY/SERVICES - DD FORM 1348-1A</u></p> <p>SERVICE REQUESTED: EXHIBIT C CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>DD FORM 1348-1A / DI-MISC-80508B</p> <p>(End of narrative C001)</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      AS REQUIRED</p>	1	LO		\$ ** NSP **
A004	<p><u>CONTRACT GFM CONSUMPTION REPORT</u></p> <p>SERVICE REQUESTED: EXHIBIT D CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>CONTRACT GOVERNMENT FURNISHED MATERIAL (GFM) CONSUMPTION REPORT / TOTAL ASSET VISIBILITY - CONTRACTOR (TAV-C) / DI-MGMT-80438B</p> <p>(End of narrative C001)</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      AS REQUIRED</p>	1	LO		\$ ** NSP **
A005	<p><u>QUALITY DEFICIENCY REPORT</u></p> <p>SERVICE REQUESTED: EXHIBIT E CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>QDR / DI-QCIC-80736</p> <p>(End of narrative C001)</p>	1	LO		\$ ** NSP **

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A006	<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                              AS REQUIRED  GOVERNMENT PROPERTY (GP) INVENTORY REPORT  SERVICE REQUESTED: EXHIBIT F CLIN CONTRACT TYPE: Firm Fixed Price  PHYSICAL INVENTORY INSTRUCTIONS / DI-MGMT-80441D  (End of narrative C001)  <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                              AS REQUIRED	1	LO		\$ ** NSP **
A007	REPORT OF SHIPPING (ITEM) AND PACKAGING DISCREPANCY  SERVICE REQUESTED: EXHIBIT G CLIN CONTRACT TYPE: Firm Fixed Price  ROD / DI-MGMT-80503  (End of narrative C001)  <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                              AS REQUIRED	1	LO		\$ ** NSP **

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b> W58RGZ-22-R-0066</p> <p><b>PIIN/SIIN</b> <b>MOD/AMD</b></p>	<p><b>Page 13 of 79</b></p>
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**Name of Offeror or Contractor:**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

datStatement of Work (Sole Source)

for

NSN: 3010-01-515-8483

PRID: 2021H089

PART NUMBER: 3617950-1

STATUS: R

a. The Contractor, as an independent Contractor, and not as an agent or employee of the Government, shall furnish all services, facilities, labor, parts, materials, equipment, tools, and data (other than Government Furnished Property), necessary to accomplish the inspection and overhaul/upgrade for COSSI CLUTCH ASSEMBLY that is required to return the items as specified by Section B, to condition code A as defined by Army Regulation 725-50. The input/output configuration shall be as defined in Section B herein. Upon completion of the overhaul/upgrade, as applicable, the items shall be packaged as defined in each individual delivery order of the contract and shipped to the destination(s) specified in each individual delivery order.

b. Prior to commencement of overhaul/upgrade, the Contractor shall disassemble and inspect the item to the extent necessary to determine if the item is physically unrepairable or has suffered abnormal or catastrophic damage. If the latter condition exists, the Contractor shall notify the Procuring Contracting Officer (PCO) through the cognizant Administrative Contracting Officer (ACO) and shall stop work on the item(s) until given further instructions or disposition of the item(s) by the PCO.

c. In the event the PCO determines that certain items should be scrapped, the contractor shall scrap such items at the fixed unit price in Section B hereof and make disposition in accordance with (IAW) the Contractor's approved Government property procedures. Such scrapped items shall count toward the quantities ordered hereunder.

d. Overhaul/upgrade shall be accomplished IAW Contractor's blueprints/drawings.

e. Critical Safety Item: The overhaul shall comply with the critical characteristics identified as Attachment 0009 to the solicitation/contract.

f. Upon receipt of the reparable, containers shall be reviewed for serviceability. Containers shall be considered serviceable unless one or more of the following conditions exist: (1) containers are structurally damaged to include functional damage to the suspension system, cracks or holes to the container hull, hull deformity to the extent the container cannot be closed (or sealed where required), or dents that will interfere with the item envelope; (2) corrosion has progressed to the point where fit, function or the life of the container is affected. Items received without containers or containers determined to be unserviceable shall be processed IAW the Contractor's locally approved Government Property procedures. Components received improperly packaged, damaged with corrosion/deterioration or those with shipping discrepancies shall be reported IAW DI-MGMT-80503, CDRL A007.

g. Contactor shall comply with U.S. Army Technical Manual (TM) 1-1500-345-23 w/change 1, July 7, 2015, Painting and Marking of Army Aircraft, or most recent version, if painting is required for overhaul of the subject item.

h. Data and reports shall be submitted IAW the Contract Data Requirements List, DD Form 1423, Exhibits A-H. Data shall be packaged, packed and marked as necessary to assure safe delivery to the addresses indicated on the DD Forms(s) 1423.

i. Product Verification Audit (PVA): The Contractor shall conduct the PVA as specified in Section E, PVA Contract Requirements, of the solicitation/contract.

j. The Army Maintenance Management System - Aviation (TAMMS-A): The Contractor shall prepare TAMMS data IAW DI-SESS-81758 and the TAMMS instructions in Exhibit A001 to the solicitation/contract. The contractor shall complete the forms and records as specified in DA PAM 738-751 and TM 1-1500-328-23. See Attachment 0002 for TAMMS-A M&O SOW.

k. Reserved.

l. The items the Contractor shall overhaul/upgrade are identified below:

Input NSN	P/N
3010-01-515-8483	3617950-1
Output NSN	P/N
3010-01-515-8483	3617950-1

m. The overhaul/upgrade planned quantity for 5 years is a minimum 50, maximum 720. Input will be 30 days after receipt of order (ARO). Output shall be as specified in the solicitation/contract schedule. Serviceable assets shall be returned to DODAAC: W25G1U.

Estimated Quantities:  
1st Year: 120  
2nd Year: 144

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3rd Year: 144  
4th Year: 144  
5th Year: 168

n. Inventory Transactions - The contractor shall prepare the following reports:

1. The contractor shall complete and maintain the DD Form 1348-1A receipt for repairables on all shipments IAW DI-MISC-80508B and DD Form 1348-1A, CDRL A003. The contractor shall complete the DD Form 1348-1A, Block 10 (indicates the quantity received), along with Block 22 (signature), and Block 23 (date). Printed names, name/date stamps, and initials shall not be acceptable. If a DD Form 1348-1A is not delivered with the shipment, a DD Form 1348-1A is located at:

<http://www.dtic.mil/whs/directives/forms/eforms/dd13481a.pdf>

The contractor shall prepare this form to include the following corresponding receipt information:

- A. Document Number - (Positions 30-44)
- B. National Stock Number (NSN) - (Positions 8-22)
- C. Condition Code - (Position 71)
- D. Unit Price - (Positions 74-80)
- E. Total Price - (Block 1)
- F. Actual Quantity Received - (Block 10)
- G. Nomenclature - (Block 17)
- H. Signature and Date - (Blocks 22 and 23)

If there are any questions with the above information please contact:  
usarmy.redstone.usamc.mbx.immc-smb-ammo@army.mil

2. The contractor shall prepare a physical inventory report IAW DI-MGMT-80441D, CDRL A006.

3. The contractor shall comply with the Total Asset Visibility - Contractor (TAV-C) reporting instructions IAW Attachment 0003. "Contractor Repair TAV-C Requirements".

o. Foreign Military Sales (FMS): Contractor shall, at all times, segregate Government Furnished Property that is Inventory of Foreign Military Sales (FMS) and the Security Assistance Management Directorate (SAMD). Contractor cannot commingle this property and must segregate these items at all times at the contractor location or that of its subcontractors in storage and in shipment.

p. Reserved.

q. The Government reserves the right to replace any items scrapped.

r. Overhaul Repair Report: N/A

s. Quality Deficiency Report: The Contractor shall prepare a Quality Deficiency Report (QDR) on an as needed basis IAW DI-QCIC-80736, CDRL A005.

t. Supplier Interface and Oversight: The Contractor shall prepare the Process Plan IAW DI-MISC-80508B, QE-STD-2, and the M&O Plan Description and Guidance Instructions. See <https://www.avmc.army.mil/Directorates/SRD/SAR/>.

u. Shipping Containers NSN: 8145-00-522-6907, P/N: 13414-033 shall be utilized. If containers are not reparable or if assets are not delivered in the approved containers, the containers shall be Contractor Furnished Materiel. Shipment: The method of shipment must use a procedure so that the package can be tracked in case the shipment is not received by AMCOM.

v. Overhaul/Upgrade (M&O Plan) Documentation: The contractor shall provide documentation IAW DI-MISC-80508B, CDRL A002. The documentation shall include all legacy (existing) technical information, procedures, and processes (e.g., Overhaul/Repair travelers, workbooks, commercial manuals, drawings, specifications, planning, Federal Aviation Administration (FAA) approved documentation) that the contractor utilized or will utilize in the overhaul of the item. The documentation may be in contractor format. The contractor shall mark the documentation IAW the contract and provide for reproduction cost only.

w. The Contractor shall record the acquisition, receipt, shipment, consumption, disposal of Government Furnished Property (GFP), and any transfer to another contract utilizing the GFP Module in the Procurement Integrated Enterprise Environment (PIEE), <https://piee.eb.mil>, using the GFP attachment listed in Section J, Attachment 0014.

x. The Contractor shall apply a unique item identifier (UII) onto contract deliverables and report in accordance with the data submission procedures at [https://dodprocurementtoolbox.com/cms/sites/default/files/resources/2021-09/GFP%20Reporting%20Guide\\_Vendors\\_June%202018.pdf](https://dodprocurementtoolbox.com/cms/sites/default/files/resources/2021-09/GFP%20Reporting%20Guide_Vendors_June%202018.pdf).

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\*\*\* END OF NARRATIVE C0001 \*\*\*

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SECTION E - INSPECTION AND ACCEPTANCE

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

For FAR clauses: <https://www.acquisition.gov/>  
  
For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-3	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
E-4	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-5	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	DEC/2014

(a) The contractor shall comply with the higher-level quality standard(s) listed below.  
ISO 9001:2000 OR EQUIVALENT

(b) The contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts in--

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require--

(i) Control of such things as design, work operations, in-process control, testing and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

PRODUCT VERIFICATION AUDIT (PVA) CONTRACT REQUIREMENTS

PURPOSE: This PVA requirement establishes/assigns responsibilities for insertion of PVA procedures into overhaul work directives, maintenance data packages and contract documents along with procedures and instructions to be applied in performing PVAs during overhaul, maintenance, modification kit installation, rework, remanufacture, manufacturing, and new procurement contracts. The PVA candidate(s) are used to evaluate that the contractor processes and procedures are adequate to ensure component integrity.

(A) The contractor shall perform and present for acceptance THREE units as specified in this contract. This clause does not supersede instructions contained in depot overhaul work requirements, commercial overhaul manuals, new manufacture technical requirements or other applicable documents. It does not relieve the contractor from maintaining a quality system that will assure items conform to contractual requirements. Contractors may request to delay scheduled PVAs in frequency or waive PVA requirements of selected items in cases where accumulated objective evidence indicates that a consistent quality item is being delivered. PVA actions will be based on the overall performance history, failure impact, supply impact, length of program, and nonscheduled PVAs accomplished by the Systems Readiness Directorate (SRD). Like or similar items may be grouped for these purposes provided concurrence is obtained from SRD Quality Management Division. The contractor may be directed by the Procuring Contracting Officer (PCO) to increase or decrease the scope of a PVA pursuant to the "Changes" clause of the contract for non-commercial items. If however this procurement is for a commercial item, the contractor and the Contracting Officer (CO) will need to enter into a bilateral contract modification to increase or decrease the scope of a PVA.

(B) The contractor shall,

(1) With the concurrence of SRD Quality Management Division (QMD), schedule and perform PVA as required by the terms of the contract or as otherwise required.

(2) Notify PCO with information copy to the SRD QMD, ATTN, "mailto:usarmy.redstone.devcom-avmc.mbx.qs-contracts@army.mil " of the date the PVA candidates will be available. Notification shall be provided at least 20 working days prior to the selected date if facilities are within the Continental United States. If facilities are outside the Continental United States, notification shall be provided at least 95 working days prior to the selected date to allow sufficient time for travelers to gain theater clearance.

(3) Provide technical personnel tooling, measuring and test equipment, work area, forms, and clerical assistance, as required, to perform the PVA. If test cell or other specialized equipment is required; notification of readiness for PVA shall include the availability of these.

(C) The PVA candidate will be selected by the SRD PVA Team Chairman at random from the three (3) tendered candidates for acceptance to



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the Government. For reoccurring audits, if any, the audit candidate will be selected by the PVA Team Chairman from all completed items currently available.

(1) Alternate Procedure. Normally, three assets are required to be completed at time of PVA. If in the PVA Team Chairman's judgment it is in the best interest of the Government, an alternative approach may be taken due to circumstances such as shortage of overhaul assets, shortage of replacement parts, time constraints, or other considerations. At the PVA Team Chairman's discretion, only one PVA candidate may be required to be completed while the other two assets can be in various stages of overhaul as agreed upon prior to the beginning of the PVA) between the PVA Team Chairman and the facility to be audited. For instance, one asset could be disassembled and ready for Overhaul Inspection Procedures, while the other may be prepared for a critical process such as acceptance testing. (This approach is particularly helpful if the critical process is performed by a subcontractor.) For reoccurring audits, if any, the audit candidate will be selected by the PVA Team Chairman from all completed items currently available.

(D) The item selected for PVA will be inspected for adherence to preservation, packaging, and marking requirements prior to removal from the shipping container. A visual inspection and functional test will be performed prior to disassembly.

(E) The PVA Team will review the shop travelers, production processes, procedures, tooling, and equipment used to maintain, overhaul, repair, or manufacture the item being audited for adequacy and conformance to the contractual requirements. The PVA will include verification through objective evidence that all of the inspection, testing, measuring and diagnostic equipment used in the inspection/test of the PVA candidate are maintained in accordance with applicable calibration standards.

(F) Disassembly for overhauled items will be performed in an area accessible only to audit personnel. Normally, audit participation will be limited to specified production and quality assurance personnel of the contractor activity, the cognizant government Quality Assurance Representative (QAR), and the SRD PVA Team Chairman and team personnel.

(G) Visual inspection, dimensional checks (such as backlash, end clearance, running clearance, etc.) and nondestructive testing are accomplished during and after disassembly IAW applicable technical directives. Findings are recorded for comparison with historical data and conformance evaluation. A 100% inspection (or as set forth in relevant specifications) of all physical characteristics, to include but not limited to any dimensions, certifications for materials, processes and/or procedures, as well as any other requirements which may be set forth by other applicable specifications, or in any procurement packages, technical drawings. Depot Maintenance Work Requirements (DMWRs), Maintenance Engineering Orders (MEOs), and/or any other special/functional testing as set forth in this contract.

(H) Applicable accessories and components will be functionally tested and inspected to contractual/work specifications. The PVA team will review subcontractor certifications for testing and inspections. At the request of the PVA Team Chairman, processes (such as Shot peening, heat treating, etc.) performed by subcontractors may also be audited. Contractor shall be able to demonstrate that all testing/ inspection procedures, and acceptance methods are documented in the appropriate area of the overhaul documents, and are approved and controlled by management.

(I) The PVA item shall reassembled and functionally tested IAW applicable specifications and made ready for government acceptance including preservation, packaging, marking, and update of historical records and all applicable documentation.

(J) Conduct of the PVA will be planned in a manner that adequately allows examination/audit of all procedures involved. Each step in the process shall be analyzed to determine compliance to specifications. It may not be logical or possible, due to time constraints, to track the same item throughout the PVA; therefore, at the SRD PVA Team Chairman's discretion, examination of representative assemblies any may be used as evidence of compliance to specification requirements. The SRD PVA Team Chairman will determine the scope and detail of the PVA process. The SRD PVA Team Chairman may delegate follow-up actions to the DCMA QAR, when it is determined to be prudent to the PVA.

(K) During the course of the PVA, the PVA Team Chairman may request progress meetings to provide status to the contractor. After the PVA is completed, the SRD PVA Team Chairman will conduct an exit critique attended by all concerned contractor personnel and the cognizant DCMA QAR and PM Representative. The context of the audit findings and corrective actions will be discussed and any disputes will be resolved. Findings, classifications, and corrective actions will be discussed and determinations made as to cause of defect established (i.e. workmanship, tooling, technical requirements, etc.). The contractor's management personnel shall take immediate action to correct and preclude recurrence of all defects attributable to failure to ensure compliance with requirements.

(L) All defects will be recorded on the SRD PVA Audit Finding Record by the PVA Team. The PVA Team Chairman will provide copies of each finding to the contractor quality assurance element and the cognizant DCMA QAR and PM Representative. This will allow immediate actions to begin in the resolution of the defect. Corrective actions, as well as actions taken to prevent recurrence, shall also be documented on this form by the contractor. The form shall be signed, as a minimum, by the contractor quality manager or designated representative and the SRD PVA Team Chairman. Further actions outlined below pertain to specific actions required by the contractor depending on the classification of the defects:

1. Observation: In the event an observation is discovered, the contractor is not required to provide a written response, but it is encouraged to do so.

2. Minor: In the event a minor defect is discovered, the following actions shall be taken:

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- a. The contractor shall isolate the cause of the defect and initiate corrective actions.
- b. All minor defects shall require a written response addressing corrective actions taken and actions taken to prevent recurrence.
- c. In the event a minor defect is a recurrent deficiency, regardless of weapon system or date when original discrepancy was noted, it will be written into the report as a minor defect, but the corrective actions required below for a major defect will apply.

3. Major: In the event a major defect is discovered, the following actions shall be taken:

- a. The contractor shall halt any work in progress at the responsible station until corrective action is acceptable to the PVA Chairman.
- b. The contractor shall provide the DCMA QAR information reflecting the total quantity shipped, if any, and to what destination pertaining to any item that could contain the identified defect.
- c. The contractor shall determine impact of the defect on products previously delivered under this contract, if any, and initiate corrective action to address those units at no additional cost to the U.S. Government.
- d. The contractor shall isolate the cause of the defect and initiate corrective actions. All findings shall require an in-depth written response outlining corrective actions to prevent recurrence.
- e. The contractor shall review/revise work documents for the specified operation responsible for the defect to ascertain that they are complete, adequate, and sufficiently defined to assure that, if followed and completed by both production, maintenance and inspection personnel, they will provide objective evidence of a quality operation.
- f. The contractor shall assure the cognizant DCMA QAR and the SRD PVA Team Chairman that positive, effective, corrective action has been initiated that will prevent recurrence of the cited defect. This assurance can be verbal at first, however, a written report from the contractor quality element containing all corrective actions completed and actions taken to prevent recurrence shall be provided to the DCMA QAR and the SRD PVA Team Chairman within 24 hours after the verbal response.

4. Critical: In the event a critical defect is discovered, the following actions shall be taken:

- a. All actions outlined in paragraph 3 above shall be completed.
- b. Upon request, the contractor shall provide the SRD technical information necessary for the issuance of a Safety of Flight Message or Aviation Safety Action Message to the field (if necessary).
- c. Government acceptance/release of product will cease immediately until corrective actions are acceptable to the contracting officer.

NOTE: Systemic quality assurance process discrepancies that affect the outcome of product(s) outside the scope of the PVA will require the cognizant DCMA QAR to issue a Corrective Action Request.

(M) FINDING DEFINITIONS:

Minor Finding: A defect or a departure from established processes or standards that may result in failure or reduced usability of the product, or a process noncompliance that holds the potential of causing a defect in the future.

Major Finding: A defect, other than critical, that will likely result in failure, or reduce the usability of the product for its intended purpose.

Critical Finding: A defect that would result in hazardous or unsafe conditions for individuals using, maintaining, or depending upon the product or a defect likely to prohibit the performance of a major end item or major part thereof. This classification requires immediate cessation of Government acceptance/release of product until corrective actions are acceptable to the contracting officer.

Observation: A condition or circumstance that is noted during the PVA that does not currently meet the aforementioned defect criteria. This category may also be used as suggestions for continuous improvement.

(N) Upon completion of the disassembly and/or testing portion of the selected PVA candidate, without finding any critical or major defects, the other two completed candidates will be released as PVA candidates. In the event that a critical or major defect is found in the audit candidate, the contractor shall satisfy to the PVA Team Chairman that such a defect does not exist in the other 2 PVA candidates prior to acceptance, and an effective corrective action has been initiated to preclude re-occurrence of the defect.

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(O) If there are failures during the PVA, the Contractor shall repeat any or all tests, per Government request. If deemed in the best interests of the government, contract termination may be initiated. Upon request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the PVA item. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following disapproval. These actions must be coordinated with the cognizant DCMA QAR. The Government shall take action within 10 working days. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(P) The PVA unit is to be representative of the deliverable quantity. The Contractor shall overhaul both the PVA item and the contractual quantity at the same facility. In the event that there is a change to the process planning (i.e. changes in process sources, parts sources, or location where work is to be performed) after official PVA approval from Contracting Officer, the contractor is required to provide notification of such changes to the CO, so that a determination can be made whether a new PVA is warranted. Notification is required 10 business days prior to shipment of the next delivery.

(Q) The PVA candidates shall be shipped IAW contract delivery schedules or released to supply activity upon receipt of the official PVA approval via the Contracting Officer. The Contractor SHALL NOT retain the PVA item approved under this contract to serve as the manufacturing standard of acceptance.

(R) If the Contractor fails to deliver any PVA on time, or the Contracting Officer disapproves any PVA, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(S) Before PVA approval, the acquisition of materials or components for, or the commencement of overhaul of, the balance of the contract quantity is at the sole risk of the Contractor. Before PVA approval, the costs thereof shall not be allocable to this contract for (1) Progress payments, or (2) termination settlements if the contract is terminated for the convenience of the government.

(T) IF the component is a Critical Safety Item (CSI), see those specific contract clauses for other requirements that may also be audited during the PVA. PVA approval is contingent on contractor submission and SRD Airworthiness approval of changes to manufacturing planning, to correct defects identified during PVA.

(U) Unless otherwise specified in this contract, any end item destroyed or exceeds repairable limits during the PVA process is not to be considered as part of the contract quantity.

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

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## SECTION F - DELIVERIES OR PERFORMANCE

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

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	Regulatory Cite	Title	Date
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	FEB/2006
F-5	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	FEB/2006
F-6	52.247-34	F.O.B. DESTINATION	NOV/1991
F-7	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-8	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	FEB/2006
F-9	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-10	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-11	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-12	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
F-13	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	MAR/2022
F-14	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	MAR/2022

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

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

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"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Governments unit acquisition cost" means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at [http://www.aimglobal.org/?Reg\\_Authority15459](http://www.aimglobal.org/?Reg_Authority15459) .

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html> .

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line,

Name of Offeror or Contractor:

Subline, or Exhibit Line Item Number	Item Description
<u>  N/A  </u>	<u>  N/A  </u>
<u>  N/A  </u>	<u>  N/A  </u>
<u>  N/A  </u>	<u>  N/A  </u>

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
<u>  N/A  </u>	<u>  N/A  </u>
<u>  N/A  </u>	<u>  N/A  </u>
<u>  N/A  </u>	<u>  N/A  </u>

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparables as specified in Attachment Number N/A.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number N/A.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

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- (A) Determine whether to--
- (1) Serialize within the enterprise identifier;
- (2) Serialize within the part, lot, or batch number; or
- (3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and
- (B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;
- (C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and
- (D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.
- (ii) The issuing agency code--
- (A) Shall not be placed on the item; and
- (B) Shall be derived from the data qualifier for the enterprise identifier.
- (d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:
- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Governments unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.
- (e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component,

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or part.

- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/> .

(2) Embedded items shall be reported by one of the following methods--

- (i) Use of the embedded items capability in WAWF;
- (ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/> ; or
- (iii) Via WAWF as a deliverable attachment for exhibit line item number N/A, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

DELIVERY SCHEDULE

(a) The Contractor agrees to accept the MINIMUM quantity of reparables immediately upon issuance of a contract/delivery order(s).

Input of the reparables by the Government and output of the completed items as specified in Section B, shall be accomplished in accordance with the following schedule:

(1) Input by Government:		
ITEM NO.	QTY	No. of Days After Award of Contract/Order
0001AA (PVA)	3	60
0002AA	117	265

(2) Governments Required Output Schedule:		
ITEM NO.	QTY	No. of Days After Award of Contract/Order



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0001AA (PVA)	3	355
0002AA	5/month	470
0003AA	5/month	470

(3) Offerors Proposed Output Schedule:

		No. of Days After Award
ITEM NO.	QTY	of Contract/Order

\*The delivery schedule for all data and reports is as specified on Exhibits A-H.

DELIVERY OF ADDITIONAL QUANTITIES

Additional quantities of Item 0002AA and 0003AA up to the maximum quantity specified in Section B, if and when ordered in accordance with delivery order procedures, shall be delivered at a maximum monthly rate of 5 each per month commencing 205 days after receipt of reparable.

(End of Clause)

ACCELERATED DELIVERY

The Government normally desires maximum acceleration of deliveries provided such acceleration is at no additional cost to the Government. However, prior to acceleration of delivery, approval must be obtained from the Procuring Contracting Officer. Acceleration in the delivery of end items will not be acceptable to the Government unless all other scheduled deliveries relating to contract items such as provisioning, technical documentation, drawings, publications, overpack kits, etc., are accelerated by an equal period of time.

(End of clause)

DEPARTMENT OF DEFENSE ACTIVITY ADDRESS CODE

(a) This contract will require government property to be provided to the contractor. Shipments of government property to contractors cannot be accomplished without an assigned contractor Department of Defense Activity Address Code (DODAAC).

(b) The DODAAC will be a unique code assigned specifically to each contract/delivery order to be effective for the term of the contract/delivery order and will expire upon completion of the contract/delivery order.

(c) To facilitate the assignment of the DODAAC, the contractor must provide the following information:

(1) Mailing address (including 9 digit zip code):

(2) Freight address:

(3) Contractor and Government Entity (CAGE) Code  
where the government property is to be delivered:

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(4) Standard Point Location Code (SPLC):

\_\_\_\_\_

(d) The contractor awarded this contract will be notified of the DODAAC when assigned, (approximately 30 days after award). No government property will be provided prior to the assignment of the DODAAC.

(End of clause)

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

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SECTION G - CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
G-1	252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	DEC/2018

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

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov> ; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/> .

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

- (1) Document type. The Contractor shall submit payment requests using the following document type(s):
  - (i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.
  - (ii) For fixed price line items--
    - (A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

COMBO

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

- (iii) For customary progress payments based on costs incurred, submit a progress payment request.
- (iv) For performance based payments, submit a performance based payment request.
- (v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some Combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

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Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	TBD
Issue By DoDAAC	W58RGZ
Admin DoDAAC	TBD
Inspect By DoDAAC	TBD
Ship To Code	TBD
Ship From Code	TBD
Mark For Code	TBD
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

TBD

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1. ENG CHG PROPOSAL, VALUE ENG CHG PROPOSAL, REQUEST FOR VARIANCE, ENG RELEASE RECORDS, NOTICE OF REVISION, AND SPECIFICATION CHG NOTICE PREPARATION AND SUBMISSION INSTRUCTIONS

1. Contractor initiated Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), and Request for Variance (RFVs), collectively referred to as "proposals", shall be prepared, submitted and distributed in accordance with paragraphs 2, 3 and 4 below except as specified in paragraph 5 below.
2. Format.
  - a. Class I ECPs require the "Long Form Procedure" for documenting the change and describing the effects of the change on the suitability and supportability of the Configuration Item (CI). Class I ECPs should be limited to those that are necessary or offer significant benefit to the Government. Class I ECPs are those that affect the performance, reliability, maintainability, survivability, weight, balance, moment of inertia, interface characteristics, electromagnetic characteristics, or other technical requirements in the specifications and drawings. Class I ECPs also include those changes that affect Government Furnished Equipment, safety, compatibility, retrofit, operation and maintenance manuals, interchangeability, substitutability, replaceability, source control specifications and drawings, costs, guarantees or warranties, deliveries, or schedules. Class II ECPs are those that do not affect form, fit and function, cost, or schedule of the system CI and do not meet the other criteria described above for Class I ECPs.
  - b. Long Form Procedure: Class I changes to the CI require that DD Form 1692, pages 1 through 7 (as applicable), be prepared. Use of this procedure assures that all effects of the change on the CI are properly addressed and documented to the necessary detail to allow proper evaluation of the proposed change.
  - c. Short Form Procedure: ECPs and VECPs, which meet the requirements of Class II ECPs, shall be prepared using DD Form 1692 (page 1 only). Supplemental pages may be used with the form as necessary. The responsible Defense Contract Management Agency (DCMA) Contract Management Office (CMO) will validate data entries in Block 5 "Class of ECP", Block 6 "Priority", and Block 8 "Justification Codes."
  - d. The Contractor shall not manufacture items for acceptance by the Government that incorporate a known departure from requirements, unless the Government has approved an RFV. RFVs shall be prepared using DD Form 1694.
  - e. Each ECP and RFV shall be accompanied by a written and signed evaluation prepared by the responsible Defense Contract Management Agency (DCMA) technical representative. The DCMA written evaluation shall be considered part of the ECP/RFV proposal.
  - f. Classification of RFVs.
    - (1) Major RFVs. RFVs written against CIs shall be designated as major when the RFV consists of acceptance of an item having a nonconformance with contract or configuration documentation involving health; performance; interchangeability; reliability; survivability; maintainability; effective use or operation; weight; appearance (when a factor); or when there is a departure from a requirement classified as major in the contractual documentation.
    - (2) Critical RFVs. RFVs written against CIs shall be designated as critical when the RFV consists of acceptance of an item having a nonconformance with contract or configuration documentation involving safety or when there is a departure from a requirement classified as critical in the contractual documentation.
    - (3) Minor RFVs. RFVs written against CIs shall be designated as minor when the RFV consists of acceptance of an item having a nonconformance with contract or configuration documentation which does not involve any of the factors listed above in paragraphs f(1) or g(2), or when there is a departure from a requirement classified as minor in the contractual documentation.
  - g. Proposals shall include sufficient technical data to describe all changes from existing contract requirements.
  - h. Proposals shall include sufficient justification for making the change, including a statement of contract impact, if the change is not authorized.
  - i. Proposals for ECPs shall set forth a "not to exceed" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the equitable increase shall not exceed this amount.
  - j. Times allowed for technical decisions for ECP and RFV proposals will be worked out via mutual agreement between the Contractor and the Government.

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k. Proposals for VECPs shall set forth a "not less than" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the savings shall not be less than this amount.

l. The Contractor shall utilize DD Form 2617, "Engineering Release Record" (ERR) to release new or revised configuration documentation to the Government for approval.

m. The Contractor shall utilize DD Form 1695, "Notice of Revision" (NOR) to describe the exact change(s) to configuration documentation specified as a data requirement in the contract. The Contractor shall describe the change using sub-sections entitled "WAS" to describe the current contractual technical requirement and "IS" to describe the proposed new requirement.

3. Submittal. The preferred method of submittal is digitally as a single file in Adobe Acrobat Portable Document Format (PDF). Unless otherwise specified, alternate methods of submittal shall be proposed to and authorized by the PCO prior to submittal. If the hardcopy method is requested and approved, the Contractor shall submit two (2) copies of each proposal to the responsible Administrative Contracting Officer (ACO). One (1) copy of each proposal shall be returned to the Contractor within (5) working days after receipt by the ACO, stating whether or not the proposal is in compliance with this provision. Any unresolved differences between the ACO and the Contractor concerning ECPs, VECPs, or RFVs will be submitted to the PCO for resolution.

4. Distribution.

a. Electronic Distribution. The preferred method of distribution for unclassified is through the email or DOD safe site (<https://safe.apps.mil> ) addressed to the PCO. Classified material shall be distributed via SIPERNET or by classified email as determined by the PCO. Microsoft Word is required for use with the transmittal letter (E-mail). Required forms will be attached to the E-mail. All forms may be obtained from the Office of the Secretary of Defense Executive Services Directorate DoD Directives Division website (<http://www.esd.whs.mil/DD/> ) via the DoD Forms menu. The forms are provided in fillable Adobe Acrobat Portable Document Format (PDF). In order to access and use the forms, the user must have the "Adobe Acrobat" software installed on their computer. Drawings may be scanned and sent as an attachment. In some cases, because of size, drawings may have to be sent as hard copies or sent under special electronic instructions provided by the PCO.

5. Alternate Format, Submittal or Distribution Process. Proposals may be prepared in a different format, submitted using a different submittal process or distributed in a different manner than specified in paragraphs 2, 3 and 4 above, so long as the alternate approach is in accordance with a Government approved configuration management plan governed by this contract or the PCO authorizes the alternate format, submittal, or distribution process.

6. Government Acceptance. Acceptance of a proposal by the Government shall be affected by the issuance of a change order or execution of a supplemental agreement incorporating the proposal into the contract unless the PCO authorizes another method of acceptance. The Government will notify the Contractor in writing if a proposal is determined to be unacceptable.

(End of Clause)

\*\*\* END OF NARRATIVE H0001 \*\*\*

H-2. CALIBRATION

The calibration of Test, Measurement and Diagnostic Equipment shall be in accordance with American National Standards Institute/National Conference of Standards Laboratories (ANSI/NCSL) Z540-3-2006 (General Requirements for Calibration Laboratories and Measuring and Test Equipment) or ISO 10012-2003 (Quality Assurance Requirements for Measuring Equipment). Terminology shall be as defined by International Organization for Standardization (ISO) 8402, Quality Management and Quality Assurance - Vocabulary.

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SECTION I - CONTRACT CLAUSES

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

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUN/2020
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY/2014
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUN/2020
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUN/2020
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2020
I-9	52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN/2017
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-11	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUN/2020
I-12	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT/2018
I-13	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG/2020
I-14	52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	NOV/2021
I-15	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	NOV/2021
I-16	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT/2018
I-17	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV/2015
I-18	52.210-1	MARKET RESEARCH	NOV/2021
I-19	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-20	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-21	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	JUN/2020
I-22	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-23	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-24	52.215-14	INTEGRITY OF UNIT PRICES	NOV/2021
I-25	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-26	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-27	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-28	52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA --MODIFICATIONS	NOV/2021
I-29	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	JUN/2020
I-30	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2022
I-31	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	OCT/2022
I-32	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	SEP/2021
I-33	52.222-3	CONVICT LABOR	JUN/2003
I-34	52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT	JUN/2020
I-35	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR/2015
I-36	52.222-26	EQUAL OPPORTUNITY	SEP/2016
I-37	52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUN/2020
I-38	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-39	52.222-50	COMBATING TRAFFICKING IN PERSONS	NOV/2021
I-40	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

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I-41	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	MAY/2022
I-42	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-43	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	JUN/2020
I-44	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2021
I-45	52.227-1	AUTHORIZATION AND CONSENT	JUN/2020
I-46	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	JUN/2020
I-47	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-48	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB/2013
I-49	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-50	52.232-1	PAYMENTS	APR/1984
I-51	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-52	52.232-11	EXTRAS	APR/1984
I-53	52.232-17	INTEREST	MAY/2014
I-54	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-55	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
I-56	52.232-25	PROMPT PAYMENT	JAN/2017
I-57	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	OCT/2018
I-58	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-59	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	NOV/2021
I-60	52.233-1	DISPUTES	MAY/2014
I-61	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-62	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-63	52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	JAN/2017
I-64	52.242-13	BANKRUPTCY	JUL/1995
I-65	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE II (APR 1984)	APR/1984
I-66	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-67	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-68	52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	OCT/2022
I-69	52.245-1	GOVERNMENT PROPERTY	SEP/2021
I-70	52.245-9	USE AND CHARGES	APR/2012
I-71	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-72	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-73	52.246-26	REPORTING NONCONFORMING ITEMS	NOV/2021
I-74	52.247-12	SUPERVISION, LABOR, OR MATERIALS	APR/1984
I-75	52.247-14	CONTRACTOR RESPONSIBILITY FOR RECEIPT OF SHIPMENT	APR/1984
I-76	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-77	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-78	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-79	52.248-1	VALUE ENGINEERING	JUN/2020
I-80	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-81	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-82	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-83	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-84	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-85	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-86	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	AUG/2019
I-87	252.203-7004	DISPLAY OF HOTLINE POSTERS	AUG/2019
I-88	252.204-7000	DISCLOSURE OF INFORMATION	OCT/2016
I-89	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	APR/2020
I-90	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-91	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	DEC/2019
I-92	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	MAY/2016
I-93	252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES	JAN/2021
I-94	252.204-7020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	MAR/2022
I-95	252.204-7022	EXPEDITING CONTRACT CLOSEOUT	MAY/2021
I-96	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-97	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAY/2019
I-98	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-99	252.215-7014	EXCEPTION FROM CERTIFIED COST OR PRICING DATA REQUIREMENTS FOR	JUN/2018



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		FOREIGN MILITARY SALES INDIRECT OFFSETS	
I-100	252.217-7028	OVER AND ABOVE WORK	DEC/1991
I-101	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)--BASIC	DEC/2019
I-102	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
I-103	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-104	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
I-105	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC	JUN/2022
I-106	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	MAR/2022
I-107	252.225-7007	PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	DEC/2018
I-108	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	DEC/2019
I-109	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2022
I-110	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-111	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	DEC/2009
I-112	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	APR/2003
I-113	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-114	252.225-7052	RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN	AUG/2022
I-115	252.225-7056	PROHIBITION REGARDING BUSINESS OPERATION WITH THE MADURO REGIME	MAY/2022
I-116	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	APR/2019
I-117	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
I-118	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2014
I-119	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/2014
I-120	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-121	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2016
I-122	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-123	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-124	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-125	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	APR/2022
I-126	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-127	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	DEC/2018
I-128	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-129	252.232-7017	ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS--PROHIBITION ON FEES AND CONSIDERATION	APR/2020
I-130	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012
I-131	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-132	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-133	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN/2021
I-134	252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION--BASIC	MAY/2014
I-135	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-136	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	JAN/2021
I-137	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-138	252.246-7001	WARRANTY OF DATA--BASIC	MAR/2014
I-139	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
I-140	252.246-7007	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM	AUG/2016
I-141	252.246-7008	SOURCES OF ELECTRONIC PARTS	MAY/2018
I-142	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	FEB/2019
I-143	252.247-7028	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	JUN/2012
I-144	52.209-1	QUALIFICATION REQUIREMENTS	FEB/1995

(a) Definition. Qualification requirement, as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product,

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manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) Combat Capabilities Development Command Aviation and Missile Center (DEVCOM AvMC) Systems Readiness Directorate (SRD)

(Address) <https://www.avmc.army.mil/Directorates/SRD/SAR/>

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offerors Name \_\_\_\_\_

Manufacturers Name \_\_\_\_\_

Sources Name \_\_\_\_\_

Item Name \_\_\_\_\_

Service Identification \_\_\_\_\_

Test Number \_\_\_\_\_ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Governments best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Governments interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of Clause)

I-145 52.216-18 ORDERING

AUG/2020

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through 1,826 days.

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

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor;

or

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(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

I-146                      52.216-19                      ORDER LIMITATIONS                      OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 50, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of 720;

(2) Any order for a combination of items in excess of 720; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within -5- days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I-147                      52.216-22                      INDEFINITE QUANTITY                      OCT/1995

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after delivery of all orders issued on or before the last day of the last ordering period.

(End of Clause)

I-148                      52.219-14                      LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-00008)                      OCT/2022

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that--

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(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to--

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are--

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are--

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for--

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractors 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractors 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractors 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractors 75 percent subcontract amount that cannot be exceeded.

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(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause--

[ ] By the end of the base term of the contract and then by the end of each subsequent option period; or

[ X ] By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business prot[eacute]g[eacute] and its mentor approved by the Small Business Administration, the small business prot[eacute]g[eacute] shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business prot[eacute]g[eacute] in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions..

(End of clause)

I-149                      52.243-7                      NOTIFICATION OF CHANGES                      JAN/2017

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 30 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --

(i) What line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

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(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within -2- (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made --

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of Clause)

I-150                      252.209-7010                      CRITICAL SAFETY ITEMS                      AUG/2011

(a) Definitions.

"Aviation critical safety item" means a part, an assembly, installation equipment, launch equipment, recovery equipment, or support equipment for an aircraft or aviation weapon system if the part, assembly, or equipment contains a characteristic any failure, malfunction, or absence of which could cause--

(i) A catastrophic or critical failure resulting in the loss of, or serious damage to, the aircraft or weapon system;

(ii) An unacceptable risk of personal injury or loss of life; or

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**Name of Offeror or Contractor:**

(iii) An uncommanded engine shutdown that jeopardizes safety.

"Design control activity."

(i) With respect to an aviation critical safety item, means the systems command of a military department that is specifically responsible for ensuring the airworthiness of an aviation system or equipment, in which an aviation critical safety item is to be used; and

(ii) With respect to a ship critical safety item, means the systems command of a military department that is specifically responsible for ensuring the seaworthiness of a ship or ship equipment, in which a ship critical safety item is to be used.

"Ship critical safety item" means any ship part, assembly, or support equipment containing a characteristic, the failure, malfunction, or absence of which could cause--

(i) A catastrophic or critical failure resulting in loss of, or serious damage to, the ship; or

(ii) An unacceptable risk of personal injury or loss of life.

(b) Identification of critical safety items. One or more of the items being procured under this contract is an aviation or ship critical safety item. The following items have been designated aviation critical safety items or ship critical safety items by the designated design control activity:

INPUT NSN:	P/N:
3010-01-515-8483	3617950-1
OUTPUT NSN:	P/N:
3010-01-515-8483	3617950-1

See Attachment 0009, M&O Critical Safety Items

(c) Heightened quality assurance surveillance. Items designated in paragraph (b) of this clause are subject to heightened, risk-based surveillance by the designated quality assurance representative.

(End of clause)

I-151	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	NOV/2021
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(a) Definitions. As used in this clause--

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"--

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

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"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

"United States," means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

- (i) Have a written code of business ethics and conduct; and
- (ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

- (i) Exercise due diligence to prevent and detect criminal conduct; and
- (ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractors disclosure as confidential where the information has been marked confidential or proprietary by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organizations jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial product or commercial service as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractors standards and procedures and other aspects of the Contractors business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individuals respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractors principals and employees, and as appropriate, the Contractors agents and subcontractors.

(2) An internal control system.

(i) The Contractors internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.



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(ii) At a minimum, the Contractors internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractors code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractors code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

I-152      52.204-19      INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS      DEC/2014  
The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

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I-153                      52.204-21                      BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS                      NOV/2021  
(a) Definitions. As used in this clause--

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

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

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

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

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

(b) Safeguarding requirements and procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

I-154 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;

(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

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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> .

(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)

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with Federal Acquisition Regulation (FAR) 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractors estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1(b) applies. If the \$2 million threshold for submission of certified cost or pricing data is adjusted for inflation as set forth in FAR 1.109(a), then pursuant to FAR 1.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that, when entered into, exceeds \$2 million, the Contractor shall insert either--

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or

(2) The substance of the clause at 52.215-13, Subcontractor Certified Cost or Pricing DataModifications (DEVIATION 2022-00001).

(End of clause)

I-156                      52.215-19                      NOTIFICATION OF OWNERSHIP CHANGES                      OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I-157                      52.219-28                      POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION                      OCT/2022

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern"--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in

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13 CFR part 121 and the size standard in paragraph (d) of this clause.

(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.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards> .

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition--

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code \_\_\_\_ assigned to contract number \_\_\_\_.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause. ] The Contractor represents that it [ ] is, [ ] is not a women-owned small business concern.

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(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor 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 (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [ The Contractor 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.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern.[Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause. ] The Contractor represents that--

(i) It [ ] is, [ ] is not an EDWOSB 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 (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor 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.

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause. ] The Contractor represents that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause. ] The Contractor represents that--

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

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor 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.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

I-158                      52.222-19                      CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION                      JAN/2022  
2020-00019)

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in--

- (1) Israel, and the anticipated value of the acquisition is \$50,000 or more;
- (2) Mexico, and the anticipated value of the acquisition is \$92,319 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is \$183,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or

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manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

- (1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.
- (2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.
- (3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.
- (4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.

- (1) The Contracting Officer may terminate the contract.
- (2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.
- (3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of clause)

I-159                      52.222-35                      EQUAL OPPORTUNITY FOR VETERANS                      JUN/2020

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-160                      52.222-36                      EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES                      JUN/2020

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.



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(End of clause)

I-161 52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL JUN/2016  
HYDROFLUOROCARBONS

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

"Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).

"Hydrofluorocarbons" means compounds that only contain hydrogen, fluorine, and carbon.

"Ozone-depleting substance" means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable) \*\_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall--

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by--

- (i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);
- (ii) Contract number; and
- (iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to <http://www.sam.gov/>, for FY17 and after--

- (i) Annually by November 30 of each year during contract performance; and
- (ii) At the end of contract performance.

(d) The Contractor shall refer to EPA's SNAP program (available at <http://www.epa.gov/snap>) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <http://www.epa.gov/snap>.

(End of clause)

I-162 52.230-2 COST ACCOUNTING STANDARDS JUN/2020

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall--

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractors cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting

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Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractors cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractors signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) (Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractors established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractors award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractors signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation (FAR) shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of the lower CAS threshold specified in FAR 30.201-4(b) on the date of subcontract award, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

(1) Comply with the requirements of 48 CFR 9904.401, Consistency in Estimating, Accumulating, and Reporting Costs; 48 CFR 9904.402, Consistency in Allocating Costs Incurred for the Same Purpose; 48 CFR 9904.405, Accounting for Unallowable Costs; and 48 CFR 9904.406, Cost Accounting Standard-Cost Accounting Period, in effect on the date of award of this contract as indicated in 48 CFR Part 9904.

(2) (CAS-covered Contracts Only) If it is a business unit of a company required to submit a Disclosure Statement, disclose in writing

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its cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(3)(i) Follow consistently the Contractors cost accounting practices. A change to such practices may be proposed, however, by either the Government or the Contractor, and the Contractor agrees to negotiate with the Contracting Officer the terms and conditions under which a change may be made. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this contract, and the Disclosure Statement, if affected, must be amended accordingly.

(ii) The Contractor shall, when the parties agree to a change to a cost accounting practice and the Contracting Officer has made the finding required in 48 CFR 9903.201-6(c), that the change is desirable and not detrimental to the interests of the Government, negotiate an equitable adjustment as provided in the Changes clause of this contract. In the absence of the required finding, no agreement may be made under this contract clause that will increase costs paid by the United States.

(4) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)), from the time the payment by the United States was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor has complied with an applicable CAS, rule, or regulation as specified in 48 CFR 9903 and 9904 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, and records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that--

(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in section 30.201-4 of the Federal Acquisition Regulation (FAR) shall be inserted.

(2) The requirement in this paragraph (d) shall apply only to negotiated subcontracts in excess of the lower CAS threshold specified in FAR 30.201-4(b) on the date of subcontract award.

(3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

I-164                      52.252-2                      CLAUSES INCORPORATED BY REFERENCE                      FEB/1998

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

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of Clause)

I-165                      52.252-6                      AUTHORIZED DEVIATIONS IN CLAUSES                      NOV/2020

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

(b) The use in this solicitation or contract of any DoD Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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(End of Clause)

I-166 252.225-7972 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (DEVIATION 2020-00015) MAY/2020

(a) Prohibition. In accordance with section 848 of the National Defense Authorization Act for Fiscal Year 2020, the Contractor shall not provide or use in the performance of this contract--

(1) An unmanned aircraft system (UAS), or any related services or equipment, that--

(i) Is manufactured in the Peoples Republic of China or by an entity domiciled in the Peoples Republic of China;

(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in the Peoples Republic of China or by an entity domiciled in the Peoples Republic of China;

(iii) Uses a ground control system or operating software developed in the Peoples Republic of China or by an entity domiciled in the Peoples Republic of China; or

(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, the Peoples Republic of China; or

(2) A system for the detection or identification of a UAS, or any related services or equipment, that is manufactured--

(i) In the Peoples Republic of China; or

(ii) By an entity domiciled in the Peoples Republic of China.

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

(End of clause)

I-167 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEVIATION 2022-00006) NOV/2021

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

(1) Demilitarization means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.

(2) Export-controlled items means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR parts 120-130). The term includes--

(i) Defense items, defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, etc.; and

(ii) Items, defined in the EAR as commodities, software, and technology, terms that are also defined in the EAR, 15 CFR 772.1.

(3) Ineligible transferees means individuals, entities, or countries--

(i) Excluded from Federal programs by the General Services Administration as identified in the System for Award Management Exclusions located at <https://sam.gov> ;

(ii) Delinquent on obligations to the U.S. Government under surplus sales contracts;

(iii) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts; or

(iv) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.

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(4) Scrap means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item's original identity, utility, form, fit, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not scrap.

(5) Serviceable or usable property means property with potential for reutilization or sale as is or with minor repairs or alterations.

(b) Inventory disposal schedules. Unless disposition instructions are otherwise included in this contract, the Contractor shall complete the Plant Clearance Inventory Schedule using the Plant Clearance capability of the Government Furnished Property (GFP) Module of the Procurement Integrated Enterprise Environment (PIEE), an electronic equivalent of the SF form 1428, Inventory Disposal Schedule. Users may register for access and obtain training on the PIEE home page <https://wawf.eb.mil/piee-landing>.

- (1) The Plant Clearance Inventory Schedule requires the following:
- (i) If known, the applicable Federal Supply Code (FSC) for all items, except items in scrap condition.
  - (ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.
  - (iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.
  - (iv) Appropriate Federal Condition Codes. See Appendix 2.5 of Volume 2 of DLM 4000.25-2, Supply Standards and Procedures, edition in effect as of the date of this contract. Information on Federal Condition Codes can be obtained at <https://www.dla.mil/Portals/104/Documents/DLMS/manuals/dlm/v2/Volume2Change13Files.pdf>.

(2) If the schedules are acceptable, the plant clearance officer shall confirm acceptance in the GFP Module Plant Clearance capability, which will transmit an acceptance email to the contractor. The electronic acceptance is equivalent to the DD Form 1637, Notice of Acceptance of Inventory.

(c) Proceeds from sales of surplus property. Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be--

- (1) Forwarded to the Contracting Officer;
- (2) Credited to the Government as part of the settlement agreement;
- (3) Credited to the price or cost of the contract; or
- (4) Applied as otherwise directed by the Contracting Officer.

(d) Demilitarization, mutilation, and destruction. If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. The plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

(e) Classified Contractor inventory. The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.

(f) Inherently dangerous Contractor inventory. Contractor inventory dangerous to public health or safety shall not be disposed of unless rendered innocuous or until adequate safeguards are provided.

(g) Contractor inventory located in foreign countries. Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, Final Governing Standards, and Government-to-Government agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

- (h) Disposal of scrap.
- (1) Contractor with scrap procedures.

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(i) The Contractor shall include within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap dealers, so as to minimize costs, maximize sales proceeds, and, contain the necessary internal controls for mitigating the improper release of non-scrap property.

(ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.

(2) Scrap warranty. The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.

(i) Sale of surplus Contractor inventory.

(1) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction.

(2) Any sales contracts or other documents transferring title shall include the following statement:

The Purchaser certifies that the property covered by this contract will be used in (name of country). In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval.

(j) Restrictions on purchase or retention of Contractor inventory.

(1) The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person--

- (i) Is a civilian employee of the DoD or the U.S. Coast Guard;
- (ii) Is a member of the armed forces of the United States, including the U.S. Coast Guard; or
- (iii) Has any functional or supervisory responsibilities for or within the DoD's property disposal/disposition or plant clearance programs or for the disposal of contractor inventory.

(2) The Contractor may conduct Internet-based sales, to include use of a third party.

(3) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.

(4) The Contractor shall solicit a sufficient number of bidders to obtain adequate competition. Informal bid procedures shall be used, unless the plant clearance officer directs otherwise. The Contractor shall include in its invitation for bids, the sales terms and conditions provided by the plant clearance officer.

(5) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.

(6) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.

(7) In addition to mailing or delivering notice of the proposed sale to prospective bidders, the Contractor may (when the results are expected to justify the additional expense) display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the Internet in appropriate trade journals or magazines and local newspapers.

(8) The plant clearance officer or representative will witness the bid opening. The Contractor shall submit, either electronically or manually, two copies of the bid abstract.

(9) The following terms and conditions shall be included in sales contracts involving the demilitarization, mutilation, or destruction of property:

- (i) Demilitarization, mutilation, or destruction on Contractor or subcontractor premises. Item(s) \_\_\_\_\_require demilitarization, mutilation, or destruction by the Purchaser. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.
- (ii) Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.

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(A) Item(s) \_\_\_\_\_ require demilitarization, mutilation, or destruction by the Purchaser. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(iii) Failure to demilitarize. If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser--

(A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property;

(B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or

(C) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor.

(End of clause)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	A001 - LOGISTICS PRODUCT DATA	01-DEC-2022	003	EMAIL
Exhibit B	A002 - PROCESS PLAN	08-SEP-2021	002	EMAIL
Exhibit C	A003 - DD FORM 1348-1A	08-SEP-2021	002	EMAIL
Exhibit D	A004 - CONTRACT GFM CONSUMPTION REPORT	08-SEP-2021	002	EMAIL
Exhibit E	A005 - QDR	08-SEP-2021	002	EMAIL
Exhibit F	A006 - GP INVENTORY REPORT	08-SEP-2021	002	EMAIL
Exhibit G	A007 - ROD	08-SEP-2021	002	EMAIL
Attachment 0001	DD FORM 1348-1A GUIDANCE	21-NOV-2022	001	EMAIL
Attachment 0002	TAMMS-A M&O SOW	21-NOV-2022	002	EMAIL
Attachment 0003	CONTRACTOR TAV-C REQUIREMENTS	21-NOV-2022	002	EMAIL
Attachment 0004	TAV-C PORTAL USER ACCESS PROCEDURES	21-NOV-2022	027	EMAIL
Attachment 0005	TAV-C PORTAL ACCESS ADDENDUM	21-NOV-2022	002	EMAIL
Attachment 0006	TAV-C ACCEPTABLE USE POLICY	21-NOV-2022	005	EMAIL
Attachment 0007	ROD GUIDANCE	21-NOV-2022	002	EMAIL
Attachment 0008	M&O PACKAGING REQUIREMENTS	08-SEP-2021	001	EMAIL
Attachment 0009	M&O CIRITICAL SAFETY ITEMS	08-SEP-2021	009	EMAIL
Attachment 0010	M&O PLAN GUIDANCE	21-NOV-2022	001	EMAIL
Attachment 0011	DOCUMENT SUMMARY LIST	08-SEP-2021	002	EMAIL
Attachment 0012	PRICING INSTRUSTIONS	21-NOV-2022	012	EMAIL
Attachment 0013	COST MODEL	21-NOV-2022	001	EMAIL
Attachment 0014	GFP	21-NOV-2022	001	EMAIL



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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

For FAR clauses: <https://www.acquisition.gov/>  
For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (Sep 2022)	SEP/2022
K-2	252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS	OCT/2016
K-3	252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY/2022
K-4	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-5	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-6	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	MAY/2022

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336411.

(2) The small business size standard is 1,500 employees.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to

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solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic CorporationsRepresentation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of PerformanceSealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the 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).

- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the 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).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(x) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDAdesignated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPADesignated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.
- (D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in SudanCertification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

- ☒ (i) 52.204-17, Ownership or Control of Offeror.
- ☒ (ii) 52.204-20, Predecessor of Offeror.
- ☒ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- ☐ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- ☐ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
- ☐ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPADesignated Products (Alternate I only).
- ☐ (vii) 52.227-6, Royalty Information.
  - ☐ (A) Basic.
  - ☐ (B) Alternate I.
- ☐ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through https://www.sam.gov . After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are

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current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

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 on SAM.

(End of provision)

K-7                    252.204-7007                    ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS                    MAY/2021  
 Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

- ☐ (i) Paragraph (e) applies.
- ☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

- (i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.
- (ii) 252.216-7008, Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
- (iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
- (iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.
- (v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.
- (vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations and contracts when contract performance will be in Italy.
- (vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations and contracts when contract performance will be in Spain.
- (viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer:

- ☒ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

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- ☒ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.
- ☐ (iii) 252.225-7020, Trade Agreements Certificate.
- ☐ Use with Alternate I.
- ☒ (iv) 252.225-7031, Secondary Arab Boycott of Israel.
- ☐ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.
- ☐ Use with Alternate I.
- ☐ Use with Alternate II.
- ☐ Use with Alternate III.
- ☐ Use with Alternate IV.
- ☐ Use with Alternate V.
- ☐ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.
- ☐ (vii) 252.232-7015, Performance-Based Payments--Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/> . After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. 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.

FAR/DFARS Provision #	Title	Date	Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

K-8

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--

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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 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

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(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)

K-952.204-26COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATIONOCT/2020

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
(b) 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".
(c) Representations. (1) The Offeror represents that it [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
(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 any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

K-1052.209-7INFORMATION REGARDING RESPONSIBILITY MATTERSOCT/2018

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.
Federal contracts and grants with total value greater than \$10,000,000 means--
(1) The total value of all current, active contracts and grants, including all priced options; and

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(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> .

(End of provision)

K-11                    52.209-13                    VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION                    NOV/2021

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined at FAR 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

\_\_\_\_ (1) The Offeror certifies that--

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/> ; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/> ; or



<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b>  W58RGZ-22-R-0066  <b>PIIN/SIIN</b> <b>MOD/AMD</b></p>	<p><b>Page 65 of 79</b></p>
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\_\_\_\_ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAAL290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless--

- (1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or
- (2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has--
  - (i) Waived application under U.S.C. 2593e(d) or (e); or
  - (ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

K-12                      52.225-18                      PLACE OF MANUFACTURE                      AUG/2018

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

"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;

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- (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.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

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

[ ] (2) Outside the United States.

(End of provision)

K-13 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2020  
Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. Disclosure Statement-Cost Accounting Practices and Certification**

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offerors proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[ ] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official

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authorized to act in that capacity (Federal official), as applicable; and

- (ii) One copy to the cognizant Federal auditor.
- (Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_.

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[ ] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_.

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[ ] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

[ ] (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

**II. Cost Accounting Standards-Eligibility for Modified Contract Coverage**

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[ ] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

**III. Additional Cost Accounting Standards Applicable to Existing Contracts**

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[ ] Yes [ ] No

(End of provision)

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K-14

52.230-7

PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES

APR/2005

The offeror shall check yes below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[ ] Yes

[ ] No

If the offeror checked Yes above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of Provision)

K-15

252.204-7017

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION

MAY/2021

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).

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(End of provision)

K-16252.225-7973

PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT  
SYSTEMS--REPRESENTATION (DEVIATION 2020-00015)

MAY/2020

(a) Prohibition. Section 848 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92) prohibits DoD from using or procuring--

(1) An unmanned aircraft system (UAS), or any related services or equipment, that--

(i) Is manufactured in the Peoples Republic of China or by an entity domiciled in the Peoples Republic of China;

(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in the Peoples Republic of China or by an entity domiciled in the Peoples Republic of China;

(iii) Uses a ground control system or operating software developed in the Peoples Republic of China or by an entity domiciled in the Peoples Republic of China; or

(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, the Peoples Republic of China; or

(2) A system for the detection or identification of a UAS, or any related services or equipment, that is manufactured--

(i) In the Peoples Republic of China; or

(ii) By an entity domiciled in the Peoples Republic of China.

(b) Representations. By submission of its offer, the Offeror represents that it will not provide or use--

(1) A UAS, as described in paragraph (a)(1) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation; and

(2) A system for the detection or identification of a UAS, as described in paragraph (a)(2) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation.

(End of provision)

K-17252.239-7098

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)

APR/2021

(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 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)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

For FAR clauses: <https://www.acquisition.gov/>  
For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT/2018
L-2	52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG/2020
L-3	52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN/2017
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	252.204-7019	NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	MAR/2022
L-6	252.215-7008	ONLY ONE OFFER	JUL/2019
L-7	252.215-7010	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--BASIC	JUL/2019
L-8	252.215-7013	SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS	JAN/2018
L-9	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [ X ] DO rated order; certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

L-10	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a Firm Fixed-Price Indefinite Delivery Indefinite Quantity contract resulting from this solicitation.

(End of Provision)

L-11	52.233-2	SERVICE OF PROTEST	SEP/2006
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Christopher M. Caputo, Contracting Officer, at the address shown on Block 7 of the solicitation.

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

(End of Provision)

L-12	252.215-7012	REQUIREMENTS FOR SUBMISSION OF PROPOSALS VIA ELECTRONIC MEDIA	JAN/2018
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The Offeror shall submit the cost portion of the proposal via the following electronic media: via to the email address of meagan.m.melton.civ@mail.mil.

(End of provision)

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L-13 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

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

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of provision)

L-14 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS NOV/2020

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

(b) The use in this solicitation of any DoD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

L-15 252.215-7009 PROPOSAL ADEQUACY CHECKLIST JAN/2014  
252.215-7009 Proposal Adequacy Checklist.

The offeror shall complete the following checklist, providing location of requested information, or an explanation of why the requested information is not provided. In preparation of the offerors checklist, offerors may elect to have their prospective subcontractors use the same or similar checklist as appropriate.

#### PROPOSAL ADEQUACY CHECKLIST

REFERENCES	SUBMISSION ITEM	PROPOSAL PAGE No.	If not provided EXPLAIN (may use continuation pages)
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#### GENERAL INSTRUCTIONS

- |  |   |       |
|--|---|-------|
| 1. FAR 15.408,<br>Table 15-2<br>Section I<br>Paragraph A   | Is there a properly<br>completed first page of the<br>proposal per FAR 15.408 Table<br>15-2 I.A or as specified in<br>the solicitation?   | _____ |
| 2. FAR 15.408<br>Table 15-2<br>Section I<br>Paragraph A(7) | Does the proposal identify<br>the need for Government-<br>furnished material/tooling/<br>test equipment? Include the<br>accountable contract number<br>and contracting officer<br>contact information if known. | _____ |
| 3. FAR 15.408<br>Table 15-2<br>Section I<br>Paragraph A(8) | Does the proposal identify<br>and explain notifications of<br>noncompliance with Cost<br>Accounting Standards Board or<br>Cost Accounting Standards<br>(CAS); any proposal                                      | _____ |

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	inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures?		
4. FAR 15.408 Table 15-2 Section I Paragraph C(1) FAR 2.101 "Cost or pricing data"	Does the proposal disclose any other known activity that could materially impact the costs? This may include, but is not limited to, such factors as-- (1) Vendor quotations; (2) Nonrecurring costs; (3) Information on changes in production methods and in production or purchasing volume; (4) Data supporting projections of business prospects and objectives and related operations costs; (5) Unit-cost trends such as those associated with labor efficiency; (6) Make-or-buy decisions; (7) Estimated resources to attain business goals; and (8) Information on management decisions that could have a significant bearing on costs.		
5. FAR 15.408 Table 15-2, Section I Paragraph B	Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced?		
6. FAR 15.403-1(b)	Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-1(b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.)		
7. FAR 15.408 Table 15-2 Section I Paragraph C(2) (i)	Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data?		
8. FAR 15.408, Table 15-2, Section I Paragraph C(2) (ii)	Does the proposal disclose the nature and amount of any contingencies included in the proposed price?		
9. FAR 15.408 Table 15-2,	Does the proposal explain the basis of all cost estimating		



**Name of Offeror or Contractor:**

Section II  
Paragraph A or  
B

relationships (labor hours or material) proposed on other than a discrete basis?

10. FAR 15.408,  
Table 15-2  
Section I  
Paragraphs D  
and E

Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the supporting cost or pricing data? (Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year.)

11. FAR 15.408,  
Table 15-2,  
Section I  
Paragraphs D  
and E

If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-referenced to the supporting cost or pricing data?

12. FAR 15.408,  
Table 15-2,  
Section I  
Paragraph F

Does the proposal identify any incurred costs for work performed before the submission of the proposal?

13. FAR 15.408,  
Table 15-2,  
Section I  
Paragraph G

Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does the proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors?

COST ELEMENTS

MATERIALS AND SERVICES

14. FAR 15.408,  
Table 15-2,  
Section II  
Paragraph A

Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offerors consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price.

SUBCONTRACTS (Purchased materials or services)

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- |  |  |       |
|--|--|-------|
| 15. DFARS<br>215.404-3   | Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need to request field pricing analysis?   | _____ |
| 16. FAR 15.404-3(c)<br>FAR 52.244-2                                    | Per the thresholds of FAR 15.404-3(c), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractors certified cost or pricing data?   | _____ |
| 17. FAR 15.408,<br>Table 15-2,<br>Note 1;<br>Section II<br>Paragraph A | Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal? If the offerors price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis? | _____ |

EXCEPTIONS TO CERTIFIED COST OR PRICING DATA

- |  |   |       |
|--|---|-------|
| 18. FAR 52.215-20<br><br>FAR 2.101<br>"commercial<br>item" | <p>Has the offeror submitted an exception to the submission of certified cost or pricing data for commercial items proposed either at the prime or subcontractor level, in accordance with provision 52.215-20?</p> <p style="margin-left: 40px;">a. Has the offeror specifically identified the type of commercial item claim (FAR 2.101 commercial item definition, paragraphs (1) through (8)), and the basis on which the item meets the definition?</p> <p style="margin-left: 40px;">b. For modified commercial items (FAR 2.101 commercial item definition paragraph (3)); did the offeror classify the modification(s) as either--</p> <p style="margin-left: 80px;">i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or</p> <p style="margin-left: 80px;">ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in</p> | _____ |
|--|---|-------|

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the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-1(c)(3)(iii)(B)?

c. For proposed commercial items "of a type", or "evolved" or modified (FAR 2.101 commercial item definition paragraphs (1) through (3)), did the contractor provide a technical description of the differences between the proposed item and the comparison item(s)?

19. Reserved

20. FAR 15.408, Table 15-2, Section II Paragraph A(1)

Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data?

\_\_\_\_\_

INTERORGANIZATIONAL TRANSFERS

21. FAR 15.408, Table 15-2, Section II Paragraph A(2)

For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-2?

\_\_\_\_\_

22. FAR 15.408, Table 15-2, Section II Paragraph A(1)

For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR 15.403-1?

\_\_\_\_\_

DIRECT LABOR

23. FAR 15.408, Table 15-2, Section II Paragraph B

Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied.

\_\_\_\_\_

24. FAR 15.408, Table 15-2, Section II Paragraph B

For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task

\_\_\_\_\_

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	descriptions, (e.g.: Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)?		
25. FAR Subpart 22.10	If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute?		
<u>INDIRECT COSTS</u>			
26. FAR 15.408, Table 15-2, Section II Paragraph C	Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.)		
<u>OTHER COSTS</u>			
27. FAR 15.408, Table 15-2, Section II Paragraph D	Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)?		
28. FAR 15.408, Table 15-2 Section II Paragraph E	If royalties exceed \$1,500 does the proposal provide the information/data identified by Table 15-2?		
29. FAR 15.408, Table 15-2, Section II Paragraph F	When facilities capital cost of money is proposed, does the proposal include submission of Form CASE-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount?		
<u>FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES</u>			
30. FAR 15.408, Table 15-2, Section III	Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408, Table 15-2 III? (or alternative format if specified in the request for proposal)		
31. FAR 15.408, Table 15-2, Section III Paragraph B	If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work		

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added (debits) been provided  
in the format described in  
FAR 15.408, Table 15-2.III.B?

32. FAR 15.408,  
Table 15-2  
Section III  
Paragraph C

For price revisions/  
redeterminations, does the  
proposal follow the format in  
FAR 15.408, Table 15-2.III.C?

OTHER

33. FAR 16.4

If an incentive contract  
type, does the proposal  
include offeror proposed  
target cost, target profit  
or fee, share ratio, and,  
when applicable, minimum/  
maximum fee, ceiling price?

34. FAR 16.203-4  
and FAR 15.408  
Table 15-2,  
Section II,  
Paragraphs A,  
B, C, and D

If Economic Price Adjustments  
are being proposed, does the  
proposal show the rationale  
and application for the  
economic price adjustment?

35. FAR 52.232-28

If the offeror is proposing  
Performance-Based Payments  
did the offeror comply with  
FAR 52.232-28?

36. FAR 15.408(n)  
FAR 52.215-22  
FAR 52.215-23

Excessive Pass-through  
Charges-- Identification of  
Subcontract Effort: If the  
offeror intends to subcontract  
more than 70% of the total  
cost of work to be performed,  
does the proposal identify:  
(i) the amount of the  
offerors indirect costs and  
profit applicable to the work  
to be performed by the  
proposed subcontractor(s);  
and (ii) a description of the  
added value provided by the  
offeror as related to the  
work to be performed by the  
proposed subcontractor(s)?

(End of provision)

SIGNATURE AUTHORITY

(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.

(b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract.

This evidence may be:

(1) Furnished as an attachment to its offer; or

(2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or;

(3) Furnished upon receipt of a specific request for the information from the contracting officer.

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

SUBMISSION OF SUBCONTRACTING PLAN

(a) Concurrent with the offer in response to this solicitation, the offeror shall submit five (5) copies of the subcontracting plan required by the clause in Section I, FAR 52.219-9, entitled "Small Business Subcontracting Plan". Note that such a plan is not required of offerors that are small businesses.

(b) Each page of the subcontracting plan shall be marked with solicitation number and date, and may also be marked with other codes or identification symbols to aid in later identification. If this is a negotiated acquisition, the subcontracting plan may be negotiated along with the cost, technical, and managerial features of the offeror's proposal.

(c) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business, veteran-owned small business, service-disabled veteran-owned small business, Historically Underutilized Business Zone (HUBZone) small business, small disadvantaged business, and women-owned small business concerns to participate in the awarded contract shall render the offeror ineligible for award. Offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (including Alaskan Native Corporations (ANCs) and Indian tribes and Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or ANCs and Indian tribes and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the proposal's total subcontracting dollars.

(d) For additional guidance, offerors may contact the current Small Business Subcontracting Plan goals/targets for the U.S. Army Aviation and Missile Command (AMCOM) Office of Small Business at [usarmy.redstone.amcom.list.osbp-all@army.mil](mailto:usarmy.redstone.amcom.list.osbp-all@army.mil).

\*\*\* END OF NARRATIVE L0002 \*\*\*

AMC-LEVEL PROTEST PROGRAM

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within thirty-five (35) days as prescribed in FAR 33.103(g). To be timely, protests must be filed within the periods specified in FAR 33.103. If you want to file a protest under the AMC-Level Protest Program, the protest must request resolution under that program and be sent to the address below:

HQ U.S. Army Materiel Command  
Office of Command Counsel-Deputy Command Counsel  
4400 Martin Road, Rm A6SE040.001  
Redstone Arsenal, AL 35898-5000  
Facsimile number (256) 450-8840

Email address: [usarmy.redstone.usamc.mbx.protests@army.mil](mailto:usarmy.redstone.usamc.mbx.protests@army.mil)

All other agency-level protests should be sent to the contracting officer for resolution. Protests to the contracting officer shall be filed at the appropriate installation address or see FAR Clause 52.233-2 in Section I, for the address.

The AMC-level protest procedures are located at:

[://www.amc.army.mil/amc/COMMANDCOUNSEL.html](http://www.amc.army.mil/amc/COMMANDCOUNSEL.html)

If Internet access is not available, contact the contracting officer or HQ AMC to obtain the AMC-Level Protest Procedures.

\*\*\* END OF NARRATIVE L0003 \*\*\*

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SECTION M - EVALUATION FACTORS FOR AWARD

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

- For FAR clauses: <https://www.acquisition.gov/>
- For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.