

| | | | | | | | |
|---|------------------------|---|---------------|--|-----------------|--|---------|
| AWARD / CONTRACT | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➡ | | RATING DO-A7 | | PAGE of PAGES 1 38 | |
| 2. CONTRACT (PROC. INST. IDENT.) NO. FA8723-23-C-0001 | | 3. EFFECTIVE DATE | | 4. REQUISITION / PURCHASE REQUEST / PROJECT NO. See Section G | | | |
| 5. ISSUED BY SSC/SZQK SSC/SZQK 1050 E STEWART AVE PETERSON SFB, CO 80914-2902 KEVIN S. SIBLEY 556-2236 KEVIN.SIBLEY@SPACEFORCE.MIL | | CODE FA8723 | | 6. ADMINISTERED BY (IF OTHER THAN ITEM 5) CODE | | | |
| | | | | SCD: C PAS: (NONE) | | | |
| 7. NAME AND ADDRESS OF CONTRACTOR (NO., STREET, CITY, COUNTY, STATE AND ZIP CODE) | | | | 8. DELIVERY <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (see below) | | | |
| | | | | 9. DISCOUNT FOR PROMPT PAYMENT N | | | |
| | | | | 10. SUBMIT INVOICES (4 COPIES UNLESS OTHERWISE SPECIFIED) TO | | ITEM See Block 12 | |
| CAGE CODE | | FACILITY CODE | | THE ADDRESS SHOWN IN ➡ | | | |
| 11. SHIP TO / MARK FOR See Section F | | CODE | | 12. PAYMENT WILL BE MADE BY | | CODE | |
| | | | | EFT: T | | | |
| 13. AUTHORITY FOR OTHER THAN FULL AND OPEN COMPETITION | | | | 14. ACCOUNTING AND APPROPRIATION DATA | | | |
| 15A. ITEM NO See Section B | 15B. SUPPLIES/SERVICES | | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT | |
| | | | | 15G. TOTAL AMOUNT OF CONTRACT ➡ | | | |
| 16. Table of Contents | | | | | | | |
| | SEC | DESCRIPTION | PAGE(S) | | SEC | DESCRIPTION | PAGE(S) |
| | | PART I - THE SCHEDULE | | | | PART II - CONTRACT CLAUSES | |
| ✓ | A | SOLICITATION/CONTRACT FORM | 1 | ✓ | I | CONTRACT CLAUSES | 22 |
| ✓ | B | SUPPLIES OR SERVICES AND PRICES/COSTS | 2 | PART III - LIST OF DOCUMENTS, EXHIBITS & ATTACHMENTS | | | |
| ✓ | C | DESCRIPTION/SPECS./WORK STATEMENT | 12 | ✓ | J | LIST OF ATTACHMENTS | 38 |
| ✓ | D | PACKAGING AND MARKING | 13 | PART IV - REPRESENTATIONS AND INSTRUCTIONS | | | |
| ✓ | E | INSPECTION AND ACCEPTANCE | 14 | | K | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS | |
| ✓ | F | DELIVERIES OR PERFORMANCE | 15 | | L | INSTRS., CONDS., AND NOTICES TO | |
| ✓ | G | CONTRACT ADMINISTRATION DATA | 18 | | M | EVALUATION FACTORS FOR AWARD | |
| ✓ | H | SPECIAL CONTRACT REQUIREMENTS | 21 | | | | |
| CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE | | | | | | | |
| 17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 1 copies to issuing office). Contractor agrees to furnish and deliver all items or perform all services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | | | | 18. <input type="checkbox"/> Award (Contractor is not required to sign this document). Your offer on solicitation number _ including the additions or changes made by you which additions or changes set forth in full above, is hereby accepted as to items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. | | | |
| 19A. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | | | 20A. NAME OF CONTRACTING OFFICER JEFFREY D. FREDERICK | | | |
| 19B. Name of Contractor | | 19C. Date Signed | | 20B. United States of America | | 20C. Date Signed | |
| by _____ (signature of person authorized to sign) | | | | by _____ (signature of Contracting Officer) | | | |

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

CPFF SERVICE

| | | | |
|------|--|----------|-----|
| 0001 | | 1 Lot | Lot |
|------|--|----------|-----|

Noun: CPFF SERVICE
PSC: R425
DD1423 is Exhibit: A
Contract type: U - COST PLUS FIXED FEE
Start Date: ASREQ
Completion Date: ASREQ
Descriptive Data:

This contract will be negotiated on a CPFF basis against this CLIN. This CLIN includes all allowable costs to complete the work identified in the SE&I PWS excluding costs associated for ODCs and Travel.

CR TRAVEL

| | | | |
|------|--|----------|-----|
| 0002 | | 1 Lot | Lot |
|------|--|----------|-----|

Noun: CR TRAVEL
PSC: R425
Contract type: S - COST
Start Date: ASREQ
Completion Date: ASREQ
Descriptive Data:

This CLIN will be negotiated on a Cost Reimbursable (CR) basis to include all Travel costs.

Travel will be reimbursed in accordance with Federal Acquisition Regulation (FAR)31.205-46, with maximums that do not exceed the per diem rates in effect at the time of travel as set forth in the Joint Travel Regulation (JTR). The contractor shall not incur travel expenses unless funding is available. Local travel, defined as travel within 50 miles of the place of performance defined in the PWS, is not authorized as a reimbursable cost. Travel costs are not subject to profit, but may include allowable indirect costs.

The Government established value for this CLIN is \$124,370.

CR ODCS

| | | | |
|------|--|----------|-----|
| 0003 | | 0 Lot | Lot |
|------|--|----------|-----|

Noun: CR ODCS
PSC: R425
Contract type: S - COST
Start Date: ASREQ
Completion Date: ASREQ
Descriptive Data:

This CLIN will be negotiated on a Cost Reimbursable (CR) basis to include all other direct costs.

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

CPFF DATA NSP

| | | | |
|-------------|---------------------------|--|-----|
| 0004 | | 1 Lot | Lot |
| | <i>Noun:</i> | CPFF DATA NSP | |
| | <i>ACRN:</i> | U | |
| | <i>PSC:</i> | R425 | |
| | <i>DD1423 is Exhibit:</i> | A | |
| | <i>Contract type:</i> | U - COST PLUS FIXED FEE | |
| | <i>Start Date:</i> | ASREQ | |
| | <i>Completion Date:</i> | ASREQ | |
| | <i>Descriptive Data:</i> | Data in accordance with DD Form 1423 for CLIN 0001 | |

CPFF SERVICE OPTION YEAR 1

| | | | |
|-------------|---------------------------|--|-----|
| 1001 | | 1 Lot | Lot |
| | <i>Noun:</i> | CPFF SERVICE OPTION YEAR 1 | |
| | <i>PSC:</i> | | |
| | <i>NSN:</i> | N - Not Applicable | |
| | <i>DD1423 is Exhibit:</i> | A | |
| | <i>Contract type:</i> | U - COST PLUS FIXED FEE | |
| | <i>Inspection:</i> | DESTINATION | |
| | <i>Acceptance:</i> | DESTINATION | |
| | <i>FOB:</i> | DESTINATION | |
| | <i>Descriptive Data:</i> | This contract will be negotiated on a CPFF basis against this CLIN. This CLIN includes all allowable costs to complete the work identified in the SE&I PWS excluding costs associated for ODCs and Travel. | |

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

CR TRAVEL OPTION YEAR 1

| | | | |
|-------------|--|----------|-----|
| 1002 | | 1 Lot | Lot |
|-------------|--|----------|-----|

Noun: CR TRAVEL OPTION YEAR 1
PSC: R425
Contract type: S - COST
Start Date: ASREQ
Completion Date: ASREQ
Descriptive Data:

This CLIN will be negotiated on a Cost Reimbursable (CR) basis to include all Travel costs.

Travel will be reimbursed in accordance with Federal Acquisition Regulation (FAR)31.205-46, with maximums that do not exceed the per diem rates in effect at the time of travel as set forth in the Joint Travel Regulation (JTR). The contractor shall not incur travel expenses unless funding is available. Local travel, defined as travel within 50 miles of the place of performance defined in the PWS, is not authorized as a reimbursable cost. Travel costs are not subject to profit, but may include allowable indirect costs.

The Government established value for this CLIN is \$128,310.

CR ODCS OPTION YEAR 1

| | | | |
|-------------|--|----------|-----|
| 1003 | | 0 Lot | Lot |
|-------------|--|----------|-----|

Noun: CR ODCS OPTION YEAR 1
PSC: R425
Contract type: S - COST
Start Date: ASREQ
Completion Date: ASREQ
Descriptive Data:

This CLIN will be negotiated on a Cost Reimbursable (CR) basis to include all other direct costs.

CPFF DATA NSP OPTION YEAR 1

| | | | |
|-------------|--|----------|-----|
| 1004 | | 1 Lot | Lot |
|-------------|--|----------|-----|

Noun: CPFF DATA NSP OPTION YEAR 1
ACRN: U
PSC: R425
DD1423 is Exhibit: A
Contract type: U - COST PLUS FIXED FEE
Start Date: ASREQ
Completion Date: ASREQ
Descriptive Data:
 Data in accordance with DD Form 1423 for CLIN 1001

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|--|--|-------------------|---------------------------------|
| <u>CPFF SERVICE OPTION YEAR 2</u> | | | |
| 2001 | | 1 Lot | Lot |
| | <p><i>Noun:</i> CPFF SERVICE OPTION YEAR 2</p> <p><i>PSC:</i> R425</p> <p><i>DD1423 is Exhibit:</i> A</p> <p><i>Contract type:</i> U - COST PLUS FIXED FEE</p> <p><i>Start Date:</i> ASREQ</p> <p><i>Completion Date:</i> ASREQ</p> <p><i>Descriptive Data:</i></p> <p>This contract will be negotiated on a CPFF basis against this CLIN. This CLIN includes all allowable costs to complete the work identified in the SE&I PWS excluding costs associated for ODCs and Travel.</p> | | |
| <u>CR TRAVEL OPTION YEAR 2</u> | | | |
| 2002 | | 1 Lot | Lot |
| | <p><i>Noun:</i> CR TRAVEL OPTION YEAR 2</p> <p><i>PSC:</i></p> <p><i>Contract type:</i> S - COST</p> <p><i>Start Date:</i> ASREQ</p> <p><i>Completion Date:</i> ASREQ</p> <p><i>Descriptive Data:</i></p> <p>This CLIN will be negotiated on a Cost Reimbursable (CR) basis to include all Travel costs.</p> <p>Travel will be reimbursed in accordance with Federal Acquisition Regulation (FAR)31.205-46, with maximums that do not exceed the per diem rates in effect at the time of travel as set forth in the Joint Travel Regulation (JTR). The contractor shall not incur travel expenses unless funding is available. Local travel, defined as travel within 50 miles of the place of performance defined in the PWS, is not authorized as a reimbursable cost. Travel costs are not subject to profit, but may include allowable indirect costs.</p> <p>The Government established value for this CLIN is \$131,970.</p> | | |
| <u>CR ODCS OPTION YEAR 2</u> | | | |
| 2003 | | 0 Lot | Lot |
| | <p><i>Noun:</i> CR ODCS OPTION YEAR 2</p> <p><i>PSC:</i> R425</p> <p><i>Contract type:</i> S - COST</p> <p><i>Start Date:</i> ASREQ</p> <p><i>Completion Date:</i> ASREQ</p> <p><i>Descriptive Data:</i></p> <p>This CLIN will be negotiated on a Cost Reimbursable (CR) basis to include all other direct costs.</p> | | |

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

CPFF DATA NSP OPTION YEAR 2

| | | | |
|-------------|---------------------------|---|-----|
| 2004 | | 1 Lot | Lot |
| | <i>Noun:</i> | CPFF DATA NDP OPTION YEAR 2 | |
| | <i>ACRN:</i> | U | |
| | <i>PSC:</i> | R425 | |
| | <i>DD1423 is Exhibit:</i> | A | |
| | <i>Contract type:</i> | U - COST PLUS FIXED FEE | |
| | <i>Start Date:</i> | ASREQ | |
| | <i>Completion Date:</i> | ASREQ | |
| | <i>Descriptive Data:</i> | Data in accordance with DD Form 1423 for CLIN 2001. | |

CPFF SERVICE OPTION YEAR 3

| | | | |
|-------------|---------------------------|--|-----|
| 3001 | | 1 Lot | Lot |
| | <i>Noun:</i> | CPFF SERVICE OPTION YEAR 3 | |
| | <i>PSC:</i> | | |
| | <i>NSN:</i> | N - Not Applicable | |
| | <i>DD1423 is Exhibit:</i> | A | |
| | <i>Contract type:</i> | U - COST PLUS FIXED FEE | |
| | <i>Inspection:</i> | DESTINATION | |
| | <i>Acceptance:</i> | DESTINATION | |
| | <i>FOB:</i> | DESTINATION | |
| | <i>Descriptive Data:</i> | This contract will be negotiated on a CPFF basis against this CLIN. This CLIN includes all allowable costs to complete the work identified in the SE&I PWS excluding costs associated for ODCs and Travel. | |

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

CR TRAVEL OPTION YEAR 3

| | | | |
|-------------|--|----------|-----|
| 3002 | | 1 Lot | Lot |
|-------------|--|----------|-----|

Noun: CR TRAVEL OPTION YEAR 3

PSC:

NSN: N - Not Applicable

Contract type: S - COST

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

This CLIN will be negotiated on a Cost Reimbursable (CR) basis to include all Travel costs.

Travel will be reimbursed in accordance with Federal Acquisition Regulation (FAR)31.205-46, with maximums that do not exceed the per diem rates in effect at the time of travel as set forth in the Joint Travel Regulation (JTR). The contractor shall not incur travel expenses unless funding is available. Local travel, defined as travel within 50 miles of the place of performance defined in the PWS, is not authorized as a reimbursable cost. Travel costs are not subject to profit, but may include allowable indirect costs.

The Government established value for this CLIN is \$135,100.

CR ODCS OPTION YEAR 3

| | | | |
|-------------|--|----------|-----|
| 3003 | | 0 Lot | Lot |
|-------------|--|----------|-----|

Noun: CR ODCS OPTION YEAR 3

PSC: R425

Contract type: S - COST

Start Date: ASREQ

Completion Date: ASREQ

Descriptive Data:

This CLIN will be negotiated on a Cost Reimbursable (CR) basis to include all other direct costs.

CPFF DATA NSP OPTION YEAR 3

| | | | |
|-------------|--|----------|-----|
| 3004 | | 1 Lot | Lot |
|-------------|--|----------|-----|

Noun: CPFF DATA NSP OPTION YEAR 3

ACRN: U

PSC: R425

Contract type: U - COST PLUS FIXED FEE

Start Date: ASREQ

Completion Date: ASREQ

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

CPFF SERVICE OPTION YEAR 4

| | | | |
|-------------|--|----------|-----|
| 4001 | | 0 Lot | Lot |
|-------------|--|----------|-----|

Noun: CPFF SERVICE OPTION YEAR 4
PSC:
NSN: N - Not Applicable
DD1423 is Exhibit: A
Contract type: U - COST PLUS FIXED FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

This contract will be negotiated on a CPFF basis against this CLIN. This CLIN includes all allowable costs to complete the work identified in the SE&I PWS excluding costs associated for ODCs and Travel.

CR TRAVEL OPTION YEAR 4

| | | | |
|-------------|--|----------|-----|
| 4002 | | 1 Lot | Lot |
|-------------|--|----------|-----|

Noun: CR TRAVEL OPTION YEAR 4
PSC:
NSN: N - Not Applicable
Contract type: S - COST
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

This CLIN will be negotiated on a Cost Reimbursable (CR) basis to include all Travel costs.

Travel will be reimbursed in accordance with Federal Acquisition Regulation (FAR)31.205-46, with maximums that do not exceed the per diem rates in effect at the time of travel as set forth in the Joint Travel Regulation (JTR). The contractor shall not incur travel expenses unless funding is available. Local travel, defined as travel within 50 miles of the place of performance defined in the PWS, is not authorized as a reimbursable cost. Travel costs are not subject to profit, but may include allowable indirect costs.

The Government established value for this CLIN is \$138,150.

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|----------------------|--|---------------------------------|
| <u>CR ODCS OPTION YEAR 4</u> | | | |
| 4003 | | 0 Lot | Lot |
| | Noun: | CR ODCS OPTION YEAR 4 | |
| | PSC: | R425 | |
| | Contract type: | S - COST | |
| | Start Date: | ASREQ | |
| | Completion Date: | ASREQ | |
| | Descriptive Data: | This CLIN will be negotiated on a Cost Reimbursable (CR) basis to include all other direct costs. | |
| <u>CPFF DATA NSP OPTION YEAR 4</u> | | | |
| 4004 | | 1 Lot | Lot |
| | Noun: | CPFF DATA NSAP OPTION YEAR 4 | |
| | ACRN: | U | |
| | PSC: | R425 | |
| | Contract type: | U - COST PLUS FIXED FEE | |
| | Start Date: | ASREQ | |
| | Completion Date: | ASREQ | |
| | Descriptive Data: | Data in accordance with DD Form 1423 for CLIN 4001. | |
| <u>CPFF SERVICE OPTION YEAR 5</u> | | | |
| 5001 | | 0 Lot | Lot |
| | Noun: | CPFF SERVICE OPTION YEAR 5 | |
| | PSC: | R425 | |
| | DD1423 is Exhibit: | A | |
| | Contract type: | U - COST PLUS FIXED FEE | |
| | Start Date: | ASREQ | |
| | Completion Date: | ASREQ | |
| | Descriptive Data: | This contract will be negotiated on a CPFF basis against this CLIN. This CLIN includes all allowable costs to complete the work identified in the SE&I PWS excluding costs associated for ODCs and Travel. | |

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

CR TRAVEL OPTION YEAR 5

| | | | |
|-------------|--|----------|-----|
| 5002 | | 0 Lot | Lot |
|-------------|--|----------|-----|

Noun: CR TRAVEL OPTION YEAR 5
PSC: R425
Contract type: S - COST
Start Date: ASREQ
Completion Date: ASREQ
Descriptive Data:

This CLIN will be negotiated on a Cost Reimbursable (CR) basis to include all Travel costs.

Travel will be reimbursed in accordance with Federal Acquisition Regulation (FAR)31.205-46, with maximums that do not exceed the per diem rates in effect at the time of travel as set forth in the Joint Travel Regulation (JTR). The contractor shall not incur travel expenses unless funding is available. Local travel, defined as travel within 50 miles of the place of performance defined in the PWS, is not authorized as a reimbursable cost. Travel costs are not subject to profit, but may include allowable indirect costs.

The Government established value for this CLIN is \$72,060.

CR ODCS OPTION YEAR 5

| | | | |
|-------------|--|----------|-----|
| 5003 | | 0 Lot | Lot |
|-------------|--|----------|-----|

Noun: CR ODCS OPTION YEAR 5
PSC: R425
Contract type: S - COST
Start Date: ASREQ
Completion Date: ASREQ
Descriptive Data:

This CLIN will be negotiated on a Cost Reimbursable (CR) basis to include all other direct costs.

CPFF DATA NSP OPTION YEAR 5

| | | | |
|-------------|--|----------|-----|
| 5004 | | 1 Lot | Lot |
|-------------|--|----------|-----|

Noun: CPFF DATA NSP OPTION YEAR 4
PSC: R425
Contract type: U - COST PLUS FIXED FEE
Start Date: ASREQ
Completion Date: ASREQ
Descriptive Data:

Data in accordance with DD Form 1423 for CLIN 5001.

NO CLAUSES OR PROVISIONS IN THIS SECTION

NO CLAUSES OR PROVISIONS IN THIS SECTION

NO CLAUSES OR PROVISIONS IN THIS SECTION

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-05 INSPECTION OF SERVICES -- COST-REIMBURSEMENT (APR 1984)

PART I - THE SCHEDULE
SECTION F - DELIVERIES OR PERFORMANCE

| ITEM | SUPPLIES SCHEDULE DATA | QTY | SHIP TO | MARK FOR | TRANS PRI | DATE |
|------|------------------------------|----------------------------------|------------|-------------|--------------|-------|
| 0001 | | 1 | U | | | ASREQ |
| | <i>Noun:</i> <i>ACRN:</i> | CPFF SERVICE 9 | | | | |
| 0002 | | 1 | U | | | ASREQ |
| | <i>Noun:</i> <i>ACRN:</i> | CR TRAVEL 9 | | | | |
| 0003 | | 0 | U | | | ASREQ |
| | <i>Noun:</i> <i>ACRN:</i> | CR ODCS 9 | | | | |
| 0004 | | 1 | U | | | ASREQ |
| | <i>Noun:</i> <i>ACRN:</i> | CPFF DATA NSP U | | | | |
| 1001 | | 1 | U | | | |
| | <i>Noun:</i> <i>ACRN:</i> | CPFF SERVICE OPTION YEAR 1 9 | | | | |
| 1002 | | 1 | U | | | ASREQ |
| | <i>Noun:</i> <i>ACRN:</i> | CR TRAVEL OPTION YEAR 1 9 | | | | |
| 1003 | | 0 | U | | | ASREQ |
| | <i>Noun:</i> <i>ACRN:</i> | CR ODCS OPTION YEAR 1 9 | | | | |
| 1004 | | 1 | U | | | ASREQ |
| | <i>Noun:</i> <i>ACRN:</i> | CPFF DATA NSP OPTION YEAR 1 U | | | | |
| 2001 | | 1 | U | | | ASREQ |
| | <i>Noun:</i> <i>ACRN:</i> | CPFF SERVICE OPTION YEAR 2 9 | | | | |
| 2002 | | 1 | U | | | ASREQ |
| | <i>Noun:</i> <i>ACRN:</i> | CR TRAVEL OPTION YEAR 2 9 | | | | |
| 2003 | | 0 | U | | | ASREQ |

| | | | | |
|-------------|------------------------------|-----------------------------------|---|-------|
| | <i>Noun:</i> <i>ACRN:</i> | CR ODCS OPTION YEAR 2 9 | | |
| 2004 | | 1 | U | ASREQ |
| | <i>Noun:</i> <i>ACRN:</i> | CPFF DATA NDP OPTION YEAR 2 U | | |
| 3001 | | 1 | U | |
| | <i>Noun:</i> <i>ACRN:</i> | CPFF SERVICE OPTION YEAR 3 9 | | |
| 3002 | | 1 | U | |
| | <i>Noun:</i> <i>ACRN:</i> | CR TRAVEL OPTION YEAR 3 9 | | |
| 3003 | | 0 | U | ASREQ |
| | <i>Noun:</i> <i>ACRN:</i> | CR ODCS OPTION YEAR 3 9 | | |
| 3004 | | 1 | U | ASREQ |
| | <i>Noun:</i> <i>ACRN:</i> | CPFF DATA NSP OPTION YEAR 3 U | | |
| 4001 | | 0 | U | |
| | <i>Noun:</i> <i>ACRN:</i> | CPFF SERVICE OPTION YEAR 4 9 | | |
| 4002 | | 1 | U | |
| | <i>Noun:</i> <i>ACRN:</i> | CR TRAVEL OPTION YEAR 4 9 | | |
| 4003 | | 0 | U | ASREQ |
| | <i>Noun:</i> <i>ACRN:</i> | CR ODCS OPTION YEAR 4 9 | | |
| 4004 | | 1 | U | ASREQ |
| | <i>Noun:</i> <i>ACRN:</i> | CPFF DATA NSAP OPTION YEAR 4 U | | |
| 5001 | | 0 | U | ASREQ |
| | <i>Noun:</i> <i>ACRN:</i> | CPFF SERVICE OPTION YEAR 5 9 | | |
| 5002 | | 0 | U | ASREQ |

| | | | | |
|-------------|--------------|-----------------------------|---|-------|
| | <i>Noun:</i> | CR TRAVEL OPTION YEAR 5 | | |
| | <i>ACRN:</i> | 9 | | |
| 5003 | | 0 | U | ASREQ |
| | <i>Noun:</i> | CR ODCS OPTION YEAR 5 | | |
| | <i>ACRN:</i> | 9 | | |
| 5004 | | 1 | U | ASREQ |
| | <i>Noun:</i> | CPFF DATA NSP OPTION YEAR 4 | | |

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)
52.247-48 F.O.B. DESTINATION -- EVIDENCE OF SHIPMENT (FEB 1999)

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

DEFENSE FAR SUPP CONTRACT CLAUSES IN FULL TEXT

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.

?????

(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.

Routing Data Table*

Field Name in WAWF Data to be entered in WAWF

Pay Official DoDAAC F3LABA
Issue By DoDAAC FA8723
Admin DoDAAC FA8723
Inspect By DoDAAC _____
Ship To Code N/A
Ship From Code N/A
Mark For Code N/A
Service Approver (DoDAAC) FA8723
Service Acceptor (DoDAAC) FA8723
Accept at Other DoDAAC N/A
LPO DoDAAC N/A
DCAA Auditor DoDAAC _____
Other DoDAAC(s) N/A

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(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.
FA8723

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

NO CLAUSES OR PROVISIONS IN THIS SECTION

Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:

Database Version: 7.7.x.2500; Issued: 11/17/2022; FAR: FAC 2022-08; DFAR: DPN20221028; DL: DL 98-021; Class Deviations: CD 2023-00001; AFFAR: 2002 Edition; AFAC: AFAC 2022-0502; IPN: 98-009

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

| | |
|-----------|--|
| 52.202-01 | DEFINITIONS (JUN 2020) |
| 52.203-03 | GRATUITIES (APR 1984) |
| 52.203-05 | COVENANT AGAINST CONTINGENT FEES (MAY 2014) |
| 52.203-06 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) |
| 52.203-07 | ANTI-KICKBACK PROCEDURES (JUN 2020) |
| 52.203-08 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020) |
| 52.203-13 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021) |
| 52.203-14 | DISPLAY OF HOTLINE POSTER(S) (NOV 2021) Para (b)(3). CO inserts info for obtaining posters. '?????' |
| 52.203-15 | WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010) |
| 52.203-16 | PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020) |
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020) |
| 52.203-19 | PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) |
| 52.204-02 | SECURITY REQUIREMENTS (MAR 2021) |
| 52.204-04 | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) |
| 52.204-09 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) |
| 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) |
| 52.204-12 | UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016) |
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) |
| 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020) |
| 52.204-19 | INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) |
| 52.204-22 | ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017) |
| 52.204-23 | PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021) |
| 52.204-25 | PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) |
| 52.209-06 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021) |

| | |
|-----------|---|
| 52.209-10 | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015) |
| 52.210-01 | MARKET RESEARCH (NOV 2021) |
| 52.211-05 | MATERIAL REQUIREMENTS (AUG 2000) |
| 52.215-02 | AUDIT AND RECORDS -- NEGOTIATION (JUN 2020) |
| 52.215-08 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997) |
| 52.215-10 | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) |
| 52.215-12 | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION 2022-O0001) (OCT 2021) |
| 52.215-12 | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020) |
| 52.215-13 | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS (JUN 2020) |
| 52.215-14 | INTEGRITY OF UNIT PRICES (NOV 2021) |
| 52.215-15 | PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010) |
| 52.215-18 | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005) |
| 52.215-19 | NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) |
| 52.215-21 | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (NOV 2021) |
| 52.216-07 | ALLOWABLE COST AND PAYMENT (AUG 2018) |
| 52.216-08 | FIXED FEE (JUN 2011) Applies to Cost-Plus-Fixed-Fee CLIN(s) only. |
| 52.216-11 | COST CONTRACT -- NO FEE (APR 1984) Applies to Cost CLIN(s) only. |
| 52.216-18 | ORDERING (AUG 2020) Para (a), Issued from date is '?????' Para (a), Issued through date is '?????' |
| 52.216-19 | ORDER LIMITATIONS (OCT 1995) Para (a). Insert Dollar amount or quantity. '?????' Para (b)(1). Insert dollar amount or quantity '?????' Para (b)(2). Insert dollar amount or quantity. '?????' Para (b)(3). Insert number of days. '?????' Para (d). Insert number of days. '?????' |
| 52.216-22 | INDEFINITE QUANTITY (OCT 1995) Para (d), Date is '?????' |
| 52.216-32 | TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEP 2019) Para (a). Contracting Officer to insert name, address, telephone number, and email address for the Agency Ombudsman or provide the URL address where this information may be found. '?????' |
| 52.216-32 | TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEP 2019) - ALTERNATE I (SEP 2019) Para (a). Contracting Officer to insert name, address, telephone number, and email address for the Agency Ombudsman or provide the URL address where this information may be found. '?????' Para (d)(2). The ordering activity's contracting officer to insert the name, address, telephone number, and email address for the ordering activity's Ombudsman or provide the URL address where this information may be found. '?????' |
| 52.217-08 | OPTION TO EXTEND SERVICES (NOV 1999) Period of time. '?????' |
| 52.219-08 | UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2022) |
| 52.219-09 | SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2022) |
| 52.219-09 | SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2022) - ALTERNATE III (JUN 2020) |
| 52.219-16 | LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (SEP 2021) |
| 52.219-28 | POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (OCT 2022) |

| | |
|-----------|---|
| 52.222-01 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) |
| 52.222-02 | PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) Para (a), Dollar amount is '?????' |
| 52.222-03 | CONVICT LABOR (JUN 2003) |
| 52.222-17 | NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014) |
| 52.222-20 | CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT (JUN 2020) |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES (APR 2015) |
| 52.222-26 | EQUAL OPPORTUNITY (SEP 2016) |
| 52.222-35 | EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) |
| 52.222-36 | EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) |
| 52.222-37 | EMPLOYMENT REPORTS ON VETERANS (JUN 2020) |
| 52.222-40 | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS (NOV 2021) |
| 52.222-53 | EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES - REQUIREMENTS (MAY 2014) |
| 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION (MAY 2022) |
| 52.222-56 | CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015) |
| 52.222-62 | PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022) |
| 52.222-99 | ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION) (JUN 2014) |
| 52.223-02 | AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013) |
| 52.223-05 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) |
| 52.223-06 | DRUG-FREE WORKPLACE (MAY 2001) |
| 52.223-15 | ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (MAY 2020) |
| 52.223-18 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020) |
| 52.224-03 | PRIVACY TRAINING (JAN 2017) |
| 52.224-03 | PRIVACY TRAINING (JAN 2017) - ALTERNATE I (JAN 2017) |
| 52.225-03 | BUY AMERICAN - FREE TRADE AGREEMENTS - ISRAELI TRADE ACT (OCT 2022) |
| 52.225-03 | BUY AMERICAN - FREE TRADE AGREEMENTS - ISRAELI TRADE ACT (OCT 2022) - ALTERNATE IV (OCT 2022) Para "Domestic end product" (1)(ii)(A). Percent of the cost of all its components. '?????' |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021) |
| 52.227-01 | AUTHORIZATION AND CONSENT (JUN 2020) |
| 52.227-21 | TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT - MAJOR SYSTEMS (MAY 2014) |
| 52.228-07 | INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996) |
| 52.229-12 | TAX ON CERTAIN FOREIGN PROCUREMENTS (FEB 2021) |
| 52.230-02 | COST ACCOUNTING STANDARDS (JUN 2020) |
| 52.230-06 | ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010) |
| 52.232-17 | INTEREST (MAY 2014) |
| 52.232-18 | AVAILABILITY OF FUNDS (APR 1984) |
| 52.232-20 | LIMITATION OF COST (APR 1984) |
| 52.232-22 | LIMITATION OF FUNDS (APR 1984) |
| 52.232-23 | ASSIGNMENT OF CLAIMS (MAY 2014) |
| 52.232-23 | ASSIGNMENT OF CLAIMS (MAY 2014) - ALTERNATE I (APR 1984) |
| 52.232-25 | PROMPT PAYMENT (JAN 2017) |
| 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018) |
| 52.232-39 | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021) |

| | |
|-----------|--|
| 52.233-01 | DISPUTES (MAY 2014) |
| 52.233-01 | DISPUTES (MAY 2014) - ALTERNATE I (DEC 1991) |
| 52.233-03 | PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985) |
| 52.233-04 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) |
| 52.234-01 | INDUSTRIAL RESOURCES DEVELOPED UNDER TITLE III, DEFENSE PRODUCTION ACT (SEP 2016) |
| 52.237-02 | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984) |
| 52.242-01 | NOTICE OF INTENT TO DISALLOW COSTS (APR 1984) |
| 52.242-03 | PENALTIES FOR UNALLOWABLE COSTS (SEP 2021) |
| 52.242-04 | CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997) |
| 52.242-13 | BANKRUPTCY (JUL 1995) |
| 52.243-02 | CHANGES -- COST-REIMBURSEMENT (AUG 1987) |
| 52.244-02 | SUBCONTRACTS (JUN 2020) Para (d), approval required on subcontracts: '?????' Para (j), Insert subcontracts evaluated during negotiations. '?????' |
| 52.244-02 | SUBCONTRACTS (JUN 2020) - ALTERNATE I (JUN 2020) Para (d), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: '?????' Para (j), the following subcontracts which were evaluated during negotiations: '?????' |
| 52.244-05 | COMPETITION IN SUBCONTRACTING (DEC 1996) |
| 52.244-06 | SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2022) |
| 52.245-01 | GOVERNMENT PROPERTY (SEP 2021) |
| 52.245-09 | USE AND CHARGES (APR 2012) |
| 52.246-25 | LIMITATION OF LIABILITY -- SERVICES (FEB 1997) |
| 52.247-67 | SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006) Para (c). Insert address. '?????' |
| 52.249-06 | TERMINATION (COST-REIMBURSEMENT) (MAY 2004) |
| 52.249-14 | EXCUSABLE DELAYS (APR 1984) |
| 52.253-01 | COMPUTER GENERATED FORMS (JAN 1991) |

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

| | |
|--------------|--|
| 252.201-7000 | CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991) |
| 252.203-7001 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE- CONTRACT-RELATED FELONIES (DEC 2008) |
| 252.203-7002 | REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) |
| 252.203-7003 | AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019) |
| 252.204-7000 | DISCLOSURE OF INFORMATION (OCT 2016) |
| 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) |
| 252.204-7004 | LEVEL I ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (FEB 2019) |
| 252.204-7005 | ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001) |
| 252.204-7006 | BILLING INSTRUCTIONS (OCT 2005) |
| 252.204-7006 | BILLING INSTRUCTIONS (OCT 2005) |
| 252.204-7014 | LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS (MAY 2016) |
| 252.204-7015 | NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT (MAY 2016) |
| 252.204-7018 | PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021) |
| 252.204-7020 | NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022) |
| 252.204-7021 | CYBERSECURITY MATURITY MODEL CERTIFICATION REQUIREMENT (NOV 2020) |

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019)

252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011)
Para (b). Aviation critical safety items. '?????'

252.211-7000 ACQUISITION STREAMLINING (OCT 2010)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2022)
Para (c)(1)(i). Insert Contract Line, Subline, or Exhibit Line Item Number and Item Description or n/a. '?????'
Para (c)(1)(ii). Identify Contract Line, Subline, or Exhibit Line Item Nr and Item Description. If items are identified in the Schedule, insert "See Schedule" '?????'
Para (c)(1)(iii). Attachment Nr. '?????'
Para (c)(1)(iv). Attachment Nr. '?????'
Para (f)(2)(iii). Line item number or n/a. '?????'

252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005)

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (MAR 2022)

252.211-7008 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (SEP 2010)

252.215-7000 PRICING ADJUSTMENTS (DEC 2012)

252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (DEC 2012)

252.215-7015 PROGRAM SHOULD-COST REVIEW (NOV 2019)

252.216-7009 ALLOWABILITY OF LEGAL COSTS INCURRED IN CONNECTION WITH A WHISTLEBLOWER PROCEEDING (SEP 2013)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) -- BASIC (DEC 2019)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (DEC 2019) - ALTERNATE I (DEC 2019)

252.222-7007 REPRESENTATION REGARDING COMBATING TRAFFICKING IN PERSONS (JAN 2015)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS - BASIC (SEP 2014)

252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS (SEP 2014) - ALTERNATE I (SEP 2014)

252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013)

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (MAR 2022)

252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013)

252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (DEC 2019)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022)

252.225-7017 PHOTOVOLTAIC DEVICES (DEVIATION 2020-O0019) (JAN 2022)

252.225-7047 EXPORTS BY APPROVED COMMUNITY MEMBERS IN PERFORMANCE OF THE CONTRACT (JUN 2013)
Para (B). Line item Nrs. '?????'

252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)

252.225-7056 PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (APR 2019)

252.227-7000 NON-ESTOPPEL (OCT 1966)

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2014)

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)

252.227-7015 TECHNICAL DATA--COMMERCIAL ITEMS (FEB 2014)

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)
252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (SEP 2016)
252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED
INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013)
252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR
1988)
252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR
1988)
252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)
252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (APR 2022)
252.227-7039 PATENTS--REPORTING OF SUBJECT INVENTIONS (APR 1990)
252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(DEC 2018)
252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)
252.232-7011 PAYMENTS IN SUPPORT OF EMERGENCIES AND CONTINGENCY OPERATIONS
(MAY 2013)
252.232-7017 ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS—
PROHIBITION ON FEES AND CONSIDERATION (APR 2020)
252.235-7004 PROTECTION OF HUMAN SUBJECTS (JUL 2009)
252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR
PERSONNEL (JUN 2013)
252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN
2008)
252.242-7005 CONTRACTOR BUSINESS SYSTEMS (FEB 2012)
252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION (FEB 2012)
252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)
252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2021)
252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION - BASIC (MAY 2014)
252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION - ALTERNATE I (MAY
2014) - ALTERNATE I (MAY 2014)
252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY
(APR 2012)
252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (JAN 2021)
252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)
252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEVIATION 2022-O0006) (NOV
2021)
Insert Item(s) 'N/A'
Insert Item(s) 'N/A'
252.246-7001 WARRANTY OF DATA - BASIC (MAR 2014)
252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013)
252.246-7004 SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY
OPERATIONS (OCT 2010)
252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE
SYSTEM (AUG 2016)
252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA - BASIC (FEB 2019)
252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (JUN
2020)
252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)
Para (f), Contractor's address is '?????'
Para (f), Government remittance address is '?????'

C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

5352.201-9101 OMBUDSMAN (OCT 2019)

Para (c). Ombudsmen names, addresses, phone numbers, fax, and email addresses.
'?????'

5352.204-9000 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITIES (MAY 2021)

5352.209-9000 ORGANIZATIONAL CONFLICT OF INTEREST (OCT 2019)

5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (OCT 2019)

5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (OCT 2019)

5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (OCT 2019)

Para (b), Any additional requirements to comply with local security procedures '?????'

Para (d). Additional requirements. '?????'

5352.242-9001 COMMON ACCESS CARDS (CAC) FOR CONTRACTOR PERSONNEL-AF SYSTEMS (OCT 2019)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

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.

(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.

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)

This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 calendar; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

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

DEFENSE FAR SUPP CONTRACT CLAUSES IN FULL TEXT

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)

(a) Definitions. As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Contractor information system” means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapidly report” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service of system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," (available via the Internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline <https://www.fedramp.gov/resources/documents/> and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

252.219-7000 ADVANCING SMALL BUSINESS GROWTH (SEP 2016)

(a) This provision implements 10 U.S.C. 2419.

(b) The Offeror acknowledges by submission of its offer that by acceptance of the contract resulting from this solicitation, the Offeror may exceed the applicable small business size standard of the North American Industry Classification System (NAICS) code assigned to the contract and would no longer qualify as a small business concern for that NAICS code. (Small business size standards matched to industry NAICS codes are published by the Small Business Administration and are available at <<http://www.sba.gov/content/table-small-business-size-standards>>.) The Offeror is therefore encouraged to develop the capabilities and characteristics typically desired in contractors that are competitive as other-than-small contractors in this industry.

(c) For procurement technical assistance, the Offeror may contact the nearest Procurement Technical Assistance Center (PTAC). PTAC locations are available at <http://www.dla.mil/HQ/SmallBusiness/PTAC.aspx>.

252.239-7010 CLOUD COMPUTING SERVICES (SEP 2022)

(a) Definitions. As used in this clause—

“Authorizing official,” as described in DoD Instruction 8510.01, Risk Management Framework (RMF) for DoD Information Technology (IT), means the senior Federal official or executive with the authority to formally assume responsibility for operating an information system at an acceptable level of risk to organizational operations (including mission, functions, image, or reputation), organizational assets, individuals, other organizations, and the Nation.

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

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Government data” means any information, document, media, or machine readable material regardless of physical form or characteristics, that is created or obtained by the Government in the course of official Government business.

“Government-related data” means any information, document, media, or machine readable material regardless of physical form or characteristics that is created or obtained by a contractor through the storage, processing, or communication of Government data. This does not include contractor’s business records e.g. financial records, legal records etc. or data such as operating procedures, software coding or algorithms that are not uniquely applied to the Government data.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Media” means physical devices or writing surfaces including, but not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Spillage” security incident that results in the transfer of classified or controlled unclassified information onto an information system not accredited (i.e., authorized) for the appropriate security level.

(b) Cloud computing security requirements. The requirements of this clause are applicable when using cloud computing to provide information technology services in the performance of the contract.

(1) If the Contractor indicated in its offer that it “does not anticipate the use of cloud computing services in the performance of a resultant contract,” in response to provision 252.239-7009, Representation of Use of Cloud Computing, and after the award of this contract, the Contractor proposes to use cloud computing services in the performance of the contract, the Contractor shall obtain approval from the Contracting Officer prior to utilizing cloud computing services in performance of the contract.

(2) The Contractor shall implement and maintain administrative, technical, and physical safeguards and controls with the security level and services required in accordance with the Cloud Computing Security Requirements Guide (SRG) (version in effect at the time the solicitation is issued or as authorized by the Contracting Officer) found at <https://public.cyber.mil/dccs/dccs-documents/> unless notified by the Contracting Officer that this requirement has been waived by the DoD Chief Information Officer.

(3) The Contractor shall maintain within the United States or outlying areas all Government data that is not physically located on DoD premises, unless the Contractor receives written notification from the Contracting Officer to use another location, in accordance with 239.7602-2 (a).

(c) Limitations on access to, and use and disclosure of Government data and Government-related data.

(1) The Contractor shall not access, use, or disclose Government data unless specifically authorized by the terms of this contract or a task order or delivery order issued hereunder.

(i) If authorized by the terms of this contract or a task order or delivery order issued hereunder, any access to, or use or disclosure of, Government data shall only be for purposes specified in this contract or task order or delivery order.

(ii) The Contractor shall ensure that its employees are subject to all such access, use, and disclosure prohibitions and obligations.

(iii) These access, use, and disclosure prohibitions and obligations shall survive the expiration or termination of this contract.

(2) The Contractor shall use Government-related data only to manage the operational environment that supports the Government data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer.

(d) Cloud computing services cyber incident reporting. The Contractor shall report all cyber incidents that are related to the cloud computing service provided under this contract. Reports shall be submitted to DoD via <http://dibnet.dod.mil/>.

(e) Malicious software. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(f) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in the cyber incident report (see paragraph (d) of this clause) and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(g) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(h) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (f) of this clause.

(i) Records management and facility access.

(1) The Contractor shall provide the Contracting Officer all Government data and Government-related data in the format specified in the contract.

(2) The Contractor shall dispose of Government data and Government-related data in accordance with the terms of the contract and provide the confirmation of disposition to the Contracting Officer in accordance with contract closeout procedures.

(3) The Contractor shall provide the Government, or its authorized representatives, access to all Government data and Government-related data, access to contractor personnel involved in performance of the contract, and physical access to any Contractor facility with Government data, for the purpose of audits, investigations, inspections, or other similar activities, as authorized by law or regulation.

(j) Notification of third party access requests. The Contractor shall notify the Contracting Officer promptly of any requests from a third party for access to Government data or Government-related data, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or local agency. The Contractor shall cooperate with the Contracting Officer to take all measures to protect Government data and Government-related data from any unauthorized disclosure.

(k) Spillage. Upon notification by the Government of a spillage, or upon the Contractor's discovery of a spillage, the Contractor shall cooperate with the Contracting Officer to address the spillage in compliance with agency procedures.

(l) Subcontracts. The Contractor shall include this clause, including this paragraph (l), in all subcontracts that involve or may involve cloud services, including subcontracts for commercial items.

NO EXHIBITS OR ATTACHMENTS IN THIS SECTION

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)
52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (JUN 2020)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)
252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)
252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES—REPRESENTATION (DEC 2019)
252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES—REPRESENTATION (MAY 2021)
252.225-7055 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022)

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.204-20 PREDECESSOR OF OFFEROR (AUG 2020)

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

Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States and its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes

its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

Predecessor CAGE code: _____ (or mark "Unknown").

Predecessor legal name: _____.

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

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

(a) Definitions. As used in this provision-

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

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

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a

substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to-

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

(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

(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.

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 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.

52.209-02 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS -- REPRESENTATION (NOV 2015)

(a) Definitions. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

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

(c) Representation. The offeror represents that—

(1) It [] is, [] is not an inverted domestic corporation; and

(2) It [] is, [] is not a subsidiary of an inverted domestic corporation.

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

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

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

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

(b) The Offeror represents that—

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

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

DEFENSE FAR SUPP SOLICITATION PROVISIONS IN FULL TEXT

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022)

(a) Definition. "Covered DoD official" is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the Offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the Offeror, and who are

expected to undertake activities on behalf of the Offeror for any resulting contract, are presently in compliance with all applicable post-employment restrictions, including those contained in 18 U.S.C. 207, 41 U.S.C. 2101-2107, 5 CFR part 2641, section 1045 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), and Federal Acquisition Regulation 3.104-2.

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 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) 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 (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: [Contracting Officer check as appropriate.]

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

_____ ---- (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.

252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE--SPECIALTY METALS COMPLIANCE CERTIFICATE (JUL 2009)

(a) Definitions. "Commercial derivative military article," "commercially available off-the-shelf item," "produce," "required form," and "specialty metal," as used in this provision, have the meanings given in

the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009).

(b) The offeror shall list in this paragraph any commercial derivative military articles it intends to deliver under any contract resulting from this solicitation using the alternative compliance for commercial derivative military articles, as specified in paragraph (d) of the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009). The offeror's designation of an item as a "commercial derivative military article" will be subject to Government review and approval.

_____.

(c) If the offeror has listed any commercial derivative military articles in paragraph (b) of this provision, the offeror certifies that, if awarded a contract as a result of this solicitation, and if the Government approves the designation of the listed item(s) as commercial derivative military articles, the offeror and its subcontractor(s) will demonstrate that individually or collectively they have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the production of each commercial derivative military article and the related commercial article, that is not less than the Contractor's good faith estimate of the greater of—

(1) An amount equivalent to 120 percent of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or

(2) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the Contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

(d) For the purposes of this provision, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military articles.

252.225-7046 EXPORTS BY APPROVED COMMUNITY MEMBERS IN RESPONSE TO THE SOLICITATION (JUN 2013)

(a) Definitions. The definitions of "Approved Community", "defense articles", "Defense Trade Cooperation (DTC) Treaty", "export", "Implementing Arrangement", "qualifying defense articles", "transfer", and "U.S. DoD Treaty-eligible requirements" in DFARS clause 252.225-7047 apply to this provision.

(b) All contract line items in the contemplated contract, except any identified in this paragraph, are intended to satisfy U.S. DoD Treaty-eligible requirements. Specific defense articles that are not U.S. DoD Treaty-eligible will be identified as such in those contract line items that are otherwise U.S. DoD Treaty-eligible.

CONTRACT LINE ITEMS NOT INTENDED TO SATISFY U.S. DoD TREATY-ELIGIBLE REQUIREMENTS:

(c) Approved Community members responding to the solicitation may only export or transfer defense articles that specifically respond to the stated requirements of the solicitation.

(d) Subject to the other terms and conditions of the solicitation and the contemplated contract that affect the acceptability of foreign sources or foreign end products, components, parts, or materials,

Approved Community members are permitted, but not required, to use the DTC Treaties for exports or transfers of qualifying defense articles in preparing a response to this solicitation.

(e) Any conduct by an offeror responding to this solicitation that falls outside the scope of the DTC Treaties, the Implementing Arrangements, and the implementing regulations of the Department of State in 22 CFR 126.16 (Australia), 22 C.F.R. 126.17 (United Kingdom), and 22 C.F.R. 126 Supplement No. 1 (exempted technologies list) is subject to all applicable International Traffic in Arms Regulations (ITAR) requirements, including any criminal, civil, and administrative penalties or sanctions, as well as all other United States statutory and regulatory requirements outside of ITAR.

(f) If the offeror uses the procedures established pursuant to the DTC Treaties, the offeror agrees that, with regard to the export or transfer of a qualifying defense article associated with responding to the solicitation, the offeror shall—

(1) Comply with the requirements and provisions of the applicable DTC Treaties, the Implementing Arrangements, and corresponding regulations (including the ITAR) of the U.S. Government and the government of Australia or of the United Kingdom, as applicable;

(2) Prior to the export or transfer of a qualifying defense article—

(i) Mark, identify, transmit, store, and handle any defense articles provided for the purpose of responding to such solicitations, as well as any defense articles provided with or developed pursuant to their responses to such solicitations, in accordance with the DTC Treaties, the Implementing Arrangements, and corresponding regulations of the United States Government and the government of Australia or the government of the United Kingdom, as applicable, including, but not limited to, the marking and classification requirements described in the applicable regulations;

(ii) Comply with the re-transfer or re-export provisions of the DTC Treaties, the Implementing Arrangements, and corresponding regulations of the United States Government and the government of Australia or the government of the United Kingdom, as applicable, including, but not limited to, the re-transfer and re-export requirements described in the applicable regulations; and

(iii) Acknowledge that any conduct that falls outside or in violation of the DTC Treaties, Implementing Arrangements, and implementing regulations of the applicable government including, but not limited to, unauthorized re-transfer or re-export in violation of the procedures established in the applicable Implementing Arrangement and implementing regulations, remains subject to applicable licensing requirements of the government of Australia, the government of the United Kingdom, and the United States Government, as applicable, including any criminal, civil, and administrative penalties or sanctions contained therein; and

(g) Representation. The offeror shall check one of the following boxes and sign the representation:

☐ The offeror represents that export(s) or transfer(s) of qualifying defense articles were made in preparing its response to this solicitation and that such export(s) or transfer(s) complied with the requirements of this provision.

Name/Title of Duly Authorized Representative Date

☐ The offeror represents that no export(s) or transfer(s) of qualifying defense articles were made in preparing its response to this solicitation.

Name/Title of Duly Authorized Representative Date

252.225-7049 PROHIBITION ON ACQUISITION OF COMMERCIAL SATELLITE SERVICES FROM CERTAIN FOREIGN ENTITIES - REPRESENTATIONS (DEC 2018)

(a) Definitions. As used in this provision-

"Covered foreign country," "foreign entity," "government of a covered foreign country," "launch vehicle," "satellite services," and "state sponsor of terrorism" are defined in the clause at Defense Federal Acquisition Regulation Supplement (DFARS) 252.225-7051, Prohibition on Acquisition of Certain Commercial Satellite Services.

"Cybersecurity risk" means threats to and vulnerabilities of information or information systems and any related consequences caused by or resulting from unauthorized access, use, disclosure, degradation, disruption, modification, or destruction of such information or information systems, including such related consequences caused by an act of terrorism. (10 U.S.C. 2279)

(b) Prohibition on award. In accordance with 10 U.S.C. 2279, unless an exception is determined to apply in accordance with DFARS 225.772-4, no contract for commercial satellite services may be awarded to-

(1)(i) A foreign entity if the Under Secretary of Defense for Acquisition and Sustainment or the Under Secretary of Defense for Policy reasonably believes that-

(A) The foreign entity is an entity in which the government of a covered foreign country has an ownership interest that enables the government to affect satellite operations;

(B) The foreign entity plans to, or is expected to, provide or use launch or other satellite services under the contract from a covered foreign country; or

(C) Entering into such contract would create an unacceptable cybersecurity risk for DoD; or

(ii) An offeror that is offering to provide the commercial satellite services of a foreign entity as described in paragraph (b)(1) of this section; or

(2)(i) Any entity, except as provided in paragraph (b)(2)(ii) of this provision, for a launch that occurs on or after December 31, 2022, if the Under Secretary of Defense for Acquisition and Sustainment or the Under Secretary of Defense for Policy reasonably believes that such satellite service will be provided using satellites that will be-

(A) Designed or manufactured-

(1) In a covered foreign country; or

(2) By an entity controlled in whole or in part by, or acting on behalf of, the government of a covered foreign country; or

(B) Launched outside the United States, using a launch vehicle that is-

(1) Designed or manufactured in a covered foreign country; or

(2) Provided by-

(i) The government of a covered foreign country; or

(ii) An entity controlled in whole or in part by, or acting on behalf of, the government of a covered foreign country.

(ii) The prohibition in paragraph (b)(2)(i)(B) of this provision does not apply with respect to launch vehicles for which the satellite service provider has a contract or other agreement relating to launch services that, prior to June 10, 2018, was either fully paid for by the satellite service provider or covered by a legally binding commitment of the satellite service provider to pay for such services.

(c) Representations. The Offeror represents that-

(1) It ☐ is, ☐ is not a foreign entity in which the government of a covered foreign country has an ownership interest that enables the government to affect satellite operations. If affirmative, identify the covered foreign country:_____;

(2) It ☐ is, ☐ is not a foreign entity that plans to provide satellite services under the contract from a covered foreign country. If affirmative, identify the covered foreign country:_____;

(3) It ☐ is, ☐ is not offering commercial satellite services provided by a foreign entity in which the government of a covered foreign country has an ownership interest that enables the government to affect satellite operations. If affirmative, identify the foreign entity and the covered foreign country:_____;

(4) It ☐ is, ☐ is not offering commercial satellite services provided by a foreign entity that plans to or is expected to provide satellite services under the contract from a covered foreign country. If affirmative, identify the foreign entity and the covered foreign country:_____;

(5) It ☐ is, ☐ is not offering commercial satellite services that will use satellites, launched on or after December 31, 2022, that will be designed or manufactured in a covered foreign country. If affirmative, identify the covered foreign country:_____;

(6) It ☐ is, ☐ is not offering commercial satellite services that will use satellites, launched on or after December 31, 2022, that will be designed or manufactured by an entity controlled in whole or in part by, or acting on behalf of, the government of a covered foreign country. If affirmative, identify the entity, the covered foreign country, and the relationship of the entity to the government of the covered foreign country:_____;

(7) It ☐ is, ☐ is not offering commercial satellite services that will use satellites, launched outside the United States on or after December 31, 2022, using a launch vehicle that is designed or manufactured in a covered foreign country. If affirmative, identify the covered foreign country:_____;

(8) It ☐ is, ☐ is not offering commercial satellite services that will use satellites, launched outside the United States on or after December 31, 2022, using a launch vehicle that is provided by the government of a covered foreign country. If affirmative, identify the covered foreign country:_____; and

(9) It ☐ is, ☐ is not offering commercial satellite services that will use satellites, launched outside the United States on or after December 31, 2022, using a launch vehicle that is provided by an entity controlled in whole or in part by, or acting on behalf of, the government of a covered foreign country. If affirmative, identify the entity, the covered foreign country, and the relationship of the entity to the government of the covered foreign country:_____.

(d) Disclosure. If the Offeror has responded affirmatively to any representation in paragraphs (c)(7) through (c)(9) of this provision, and if such launches are covered in whole or in part by a contract or other agreement relating to launch services that, prior to June 10, 2018, was either fully paid for by the

satellite service provider or covered by a legally binding commitment of the satellite service provider to pay for such services, provide the following information:

- (1) The entity awarded the contract or other agreement:_____.
- (2) The date the contract or other agreement was awarded:_____.
- (3) The period of performance for the contract or other agreement:_____.

(e) The representations in paragraph (c) of this provision are a material representation of fact upon which reliance will be placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.