SOLICITATION, OFFER AND AWARD	1. This Contract Is A Rated Order Under DPAS (15 CFR 700) ➧	Rating DOA1	Page 1 of 76 Pages

2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Requisition/Purchase Number
	W58RGZ-23-R-0068	☐ Sealed Bid (IFB) ☒ Negotiated (RFP)		SEE SCHEDULE

7. Issued By	Code	8. Address Offer To (If Other Than Item 7)
ARMY CONTRACTING COMMAND-REDSTONE CCAM-CAC-B REDSTONE ARSENAL AL 35898-5280	W58RGZ	

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until _____ (hour) local time _____ (Date).

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

10. For Information Call: ➧	A. Name	B. Telephone (No Collect Calls)			C. E-mail Address
		Area Code	Number	Ext.	
	KELLY N. BAYHA	(000)	00-0000		KELLY.N.BAYHA.CIV@ARMY.MIL

11. Table Of Contents

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
		Part I - The Schedule				Part II - Contract Clauses	
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	40
X	B	Supplies or Services and Prices/Costs	4			Part III - List Of Documents, Exhibits, And Other Attach.	
X	C	Description/Specs./Work Statement	33	X	J	List of Attachments	50
	D	Packaging and Marking				Part IV - Representations And Instructions	
X	E	Inspection and Acceptance	39	X	K	Representations, Certifications, and Other Statements of Offerors	51
	F	Deliveries or Performance					
	G	Contract Administration Data		X	L	Instrs., Conds., and Notices to Offerors	71
	H	Special Contract Requirements		X	M	Evaluation Factors for Award	74

OFFER (Must be fully completed by offeror)

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

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

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8) ➧	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	Calendar Days (%)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	Amendment No.	Date	Amendment No.	Date

15A. Name and Address of Offeror	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)

15B. Telephone Number			15C. Check if Remittance Address is	17. Signature	18. Offer Date
Area Code	Number	Ext.	☐ Different From Above – Enter such Address In Schedule		

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation

22. Authority For Using Other Than Full And Open Competition:	23. Submit Invoices To Address Shown In (4 copies unless otherwise specified) ➧	Item
☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )		25

24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	Code

26. Name of Contracting Officer (Type or Print)	27. United States Of America (Signature of Contracting Officer)	28. Award Date

DRAFT - MARKET RESEARCH

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

DRAFT - MARKET RESEARCH

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: KELLY N. BAYHA
Buyer Office Symbol/Telephone Number: CCAM-CAC-B/(000)000-0000
Type of Contract 1: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders

*** End of Narrative A0000 ***

A-1. The Army Contracting Command - Redstone Arsenal (ACC-RSA) issues this Request for Proposal (RFP) for a Firm Fixed Price (FFP) Contract Line Item Numbers (CLINs) for Aircrew Combat Equipment (ACE) clothing items, flotation devices and spares in support of the Aviation Life Support Equipment (ALSE) components that integrate and compliment each other to improve aircrew missions. As a result of this solicitation, the United States Government (USG) anticipates to award a single five (5) year, indefinite delivery indefinite quantity (IDIQ) contract. The Period of Performance will be from FY 23 through FY 28.

A-2. The Government will procure a minimum dollar amount of Vests and corresponding parts and spares. The total contract ceiling is $XXX,XXX,XXX.00.

A-3. The USG anticipates the award of the basic contract with CLINs as follows:

CLIN	Nomenclature	Part Number
1001	ACE Vest/Harness Assembly, XS	1081467-1-1
1002	ACE Vest/Harness Assembly, S	1081467-1-2
1003	ACE Vest/Harness Assembly, M	1081467-1-3
1004	ACE Vest/Harness Assembly, L	1081467-1-4
1005	ACE Vest/Harness Assembly, XL	1081467-1-5
1006	ACE Vest/Harness Assembly FAI/T	
1007	ACE Leg Strap Assembly, XS (Spares)	1081479-1-1
1008	ACE Leg Strap Assembly, S (Spares)	1081479-1-2
1009	ACE Leg Strap Assembly, M (Spares)	1081479-1-3
1010	ACE Leg Strap Assembly, L (Spares)	1081479-1-4
1011	ACE Leg Strap Assembly, XL (Spares)	1081479-1-5
1012	Cummberbund, XS (Spares)	1081471-1-1
1013	Cummberbund, S (Spares)	1081471-1-2
1014	Cummberbund, M (Spares)	1081471-1-3
1015	Cummberbund, L (Spares)	1081471-1-4
1016	Cummberbund, XL (Spares)	1081471-1-5
1017	Armor Side Pouch, XS/S (Spares)	1081533-1-1
1018	Armor Side Pouch, M (Spares)	1081533-1-2
1019	Armor Side Pouch, L/XL (Spares)	1081533-1-3
1020	Adapter Platform (Spares)	1081566-1-1
1021	Blower Pouch (Spares)	1081771-1-1
1022	M4 Magazine Pouch (Spares)	1081528-1-1
1023	M17 Magazine Pouch (Spares)	1081527-1-1
1024	Utility Pouch (Spares)	1081526-1-1
1025	Multi Purpose Pouch (Spares)	1081525-1-1
1026	Combo Pouch (Spares)	1081524-1-1
1027	CSEL Pouch (Spares)	1081523-1-1
1028	Extraction Carabiner (Spares)	1081535-1
1029	Extraction Strap (Spares)	1006032-1-1
1030	ACE LPU Assembly (LPU-42/P)	1081668-1-1
1031	ACE LPU Assembly (LPU-42/P) FAI/T	1081668-1-1
1032	LPU-42/P Case Assembly (Spares)	1081669-1-1
1033	38 Gram CO2 Cylinder (Spares)	1081710-1
1034	Inflation Lanyard (Spares)	1081670-1-1
1035	Beaded Handled Assembly (Spares)	1081680-1-1
1036	Quick Link, Oval (Spares)	1081703-1
1037	Assembly, Aviator Holster (Chest)	2-4-1027-2, Type III, Class 4
1038	Assembly, Aviator Holster (Chest) FAI/T	2-4-1027-2, Type III, Class 4
1039	Assembly, Aviator Holster (Leg)	2-4-1027-1, Type III, Class 4
1040	Assembly, Aviator Holster (Leg) FAI/T	2-4-1027-2, Type III, Class 4
1041	Mouthpiece Cover	1081549-1-1
1042	Mouthpiece Cover FAI/T	1081549-1-1
1043	Bottle Pouch	1081761-1-1
1044	Bottle Pouch FAI/T	1081761-1-1

DRAFT - MARKET RESEARCH

Name of Offeror or Contractor:

1045	EAWIS Basic Pouch	1081760-1-1
1046	EAWIS Basic Pouch FAI/T	1081760-1-1
1047	ECP	
1048	CDRL	

A-4. Suggested Range quantities are provided; however, the contractor may propose alternate quantities if more economical pricing is possible.

A-5. Should the Government in less than 30 days from the last orders issuance, require more of the same parts, the contractor shall offer the Government the range benefit of combining the last issuance quantity with the new requirement. Adjusted range shall be retroactively applied to all quantities of the same parts ordered within any 30 day period.

A-6. For a Delivery Order, when spare parts are ordered simultaneously with the corresponding Vests, the range quantity for the spare part will be chosen based on the total number of Vests being ordered. The price offered for that quantity range will be the price of the Spare order. If an order for Spare parts are placed separately from the Vest, then the price listed for the Spare part quantity range that covers that quantity will be used for the order price.

A-7. Reference Section F FAR 52.211-11 Liquidated Damages Supplies, Services, or Research Development. Liquidated damages only apply to FFP and CPFF CLINs for services. 1. The cumulative calendar days of all early deliveries shall offset the cumulative calendar days of all late deliveries prior to assessing the first day of liquidated damages. 2. Delay day is as defined in paragraph (a) of the liquidated damages clause attached to this contract. 3. Early day is defined as each calendar day upon which a deliverable has been delivered and accepted by the Government prior to the next contractual due date.

A-8. Utilization of support contractors by the Government. Offerors should note that contractors may be used in proposal evaluation. If contractor support is required, a listing of the firms which may be utilized for this effort is provided below. If offerors have concerns beyond the written compliances and conflict of interest documents already signed between the Government and the contractors and their personnel, offerors shall contact the firms independently and seek more specific agreements as necessary. Provide these agreements with your proposal.

SUPPORT CONTRACTORS:

KBR, LLC
ATTN: Kristin Schernikau, Lead Contracts Specialist
22309 Exploration Dr
Lexington Park, MD 20653
Cite: FA8075-14-D-002/ DT 16-1418
Office: +1 301.866.2268
"mailto:kristin.schernikau@us.kbr.com "

a. Wavelink
ATTN: Rhonda Madison, Project Control Analyst/Pricing
7800 Madison Blvd, Suite 504
Huntsville, AL 35806
Cite: Contract Number: W31P4Q-18-F-B002
Email: "mailto:rmadison@wavelink.com "
(256)776-7216x.710

A-9. The Ship-to addresses and delivery schedules will be provided in the individual delivery orders. Transportation Accounting Code (TAC) will be provided upon placement of order.

Packaging and Marking for all SLINs: IAW ASTM D3951, Standard Practice for Commercial Packaging

*** END OF NARRATIVE A0001 ***

DRAFT - MARKET RESEARCH

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
1001	ACE VEST/HARNESS ASSEMBLY, XS			$_____	$_____
	COMMODITY NAME: ACE VEST/HARNESS ASSEMBLY, XS CLIN CONTRACT TYPE: Firm Fixed Price				
	CLIN: 1001 PART #: 1081467-1-1				
	Range				
	Qty Unit Price				
	0-80 $_____ 81-160 $_____ 161-240 $_____				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	FOB POINT: Origin				
1002	ACE VEST / HARNESS ASSEMBLY, S			$_____	$_____
	COMMODITY NAME: ACE VEST/HARNESS ASSEMBLY, S CLIN CONTRACT TYPE: Firm Fixed Price				
	CLIN: 1002 PART #: 1081467-1-2				
	Range				
	Qty Unit Price				
	0-300 $_____ 301-600 $_____ 601-900 $_____				

DRAFT - MARKET RESEARCH

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin				
1003	ACE VEST / HARNESS ASSEMBLY, M COMMODITY NAME: ACE VEST/HARNESS ASSEMBLY, M CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1003 PART #: 1081467-1-3 Range Qty Unit Price 0-730 $_____ 731-1460 $_____ 1461-2190 $_____			$_____	$_____
	(End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin				
1004	ACE VEST / HARNESS ASSEMBLY, L COMMODITY NAME: ACE VEST/HARNESS ASSEMBLY, L CLIN CONTRACT TYPE: Firm Fixed Price			$_____	$_____

DRAFT - MARKET RESEARCH

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	CLIN: 1004 PART #: 1081467-1-4 Range Qty Unit Price 0-390 $_____ 391-780 $_____ 781-1170 $_____ (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin				
1005	ACE VEST / HARNESS ASSEMBLY, XL COMMODITY NAME: ACE VEST/HARNESS ASSEMBLY, XL CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1005 PART #: 1081467-1-5 Range Qty Unit Price 0-100 $_____ 101-200 $_____ 201-300 $_____ (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance			$_____	$_____

DRAFT - MARKET RESEARCH

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Origin				
1006	ACE VEST / HARNESS ASSEMBLY FAI/T			$_____	$_____
	COMMODITY NAME: ACE VEST/HARNESS ASMBLY FAI/T CLIN CONTRACT TYPE: Firm Fixed Price				
	CLIN: 1006 PART #: Range Qty Unit Price (End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance FOB POINT: Origin				
1007	ACE LEG STRAP ASSEMBLY, XS (SPARES)			$_____	$_____
	COMMODITY NAME: ACE LEG STRAP SMBLY, XS SPARE CLIN CONTRACT TYPE: Firm Fixed Price				
	CLIN: 1007 PART #: 1081479-1-1 Range Qty Unit Price 0-5 $_____ 6-15 $_____ 16-30 $_____ (End of narrative B001)				

DRAFT - MARKET RESEARCH

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin				
1008	ACE LEG STRAP ASSEMBLY, S (SPARES) COMMODITY NAME: ACE LEG STRAP ASMBLY,S -SPARE CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1008 PART #: 1081479-1-2 Range Qty Unit Price 0-5 $_____ 6-15 $_____ 16-30 $_____ (End of narrative B001)			$_____	$_____
	Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin				
1009	ACE LEG STRAP ASSEMBLY, M (SPARES) COMMODITY NAME: ACE LEG STRAP ASMBLY, M,SPARE CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1009 PART #: 1081479-1-3 Range			$_____	$_____

DRAFT - MARKET RESEARCH

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Qty Unit Price 0-5 $_____ 6-15 $_____ 16-30 $_____ (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin				
1010	ACE LEG STRAP ASSEMBLY, L (SPARES) COMMODITY NAME: ACE LEG STRAP ASMBLY, L,SPARE CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1010 PART #: 1081479-1-4 Range Qty Unit Price 0-5 $_____ 6-15 $_____ 16-30 $_____ (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin			$_____	$_____
1011	ACE LEG STRAP ASSEMBLY, XL (SPARES)			$_____	$_____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	COMMODITY NAME: ACE LEG STRAP ASMBLY,XL,SPARE CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1011 PART #: 1081479-1-5 Range Qty Unit Price 0-5 $_____ 6-15 $_____ 16-30 $_____ (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin				
1012	CUMMERBUND, XS (SPARES) COMMODITY NAME: CUMMERBUND, XS (SPARE) CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1012 PART #: 1081471-1-1 Range Qty Unit Price 0-5 $_____ 6-15 $_____ 16-30 $_____ (End of narrative B001) Packaging and Marking Inspection and Acceptance			$_____	$_____

DRAFT - MARKET RESEARCH

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin				
1013	CUMMERBUND, S (SPARES) COMMODITY NAME: CUMMBERBUND, S (SPARES) CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1013 PART #: 1081471-1-2 Range Qty Unit Price 0-5 $_____ 6-15 $_____ 16-30 $_____ (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin			$_____	$_____
1014	CUMMERBUND, M (SPARES) COMMODITY NAME: CUMMBERBUND, M (SPARES) CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1014 PART #: 1081471-1-3 Range Qty Unit Price 0-5 $_____ 6-15 $_____			$_____	$_____

DRAFT - MARKET RESEARCH

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	16-30 $_____				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	FOB POINT: Origin				
1015	CUMMERBUND, L (SPARES)			$_____	$_____
	COMMODITY NAME: CUMMERBUND, L (SPARES) CLIN CONTRACT TYPE: Firm Fixed Price				
	CLIN: 1015 PART #: 1081471-1-4				
	Range				
	Qty Unit Price 0-5 $_____ 6-15 $_____ 16-30 $_____				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	FOB POINT: Origin				
1016	CUMMERBUND, XL (SPARES)			$_____	$_____
	COMMODITY NAME: CUMMERBUND, XL (SPARES) CLIN CONTRACT TYPE: Firm Fixed Price				

DRAFT - MARKET RESEARCH

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	CLIN: 1016 PART #: 1081471-1-5 Range Qty Unit Price 0-5 $_____ 6-15 $_____ 16-30 $_____ (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin				
1017	ARMOR SIDE POUCH, XS/S (SPARES) COMMODITY NAME: ARMOR SIDE POUCH, XS/S, SPARE CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1017 PART #: 1081533-1-1 Range Qty Unit Price 0-5 $_____ 6-15 $_____ 16-30 $_____ (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance			$_____	$_____

DRAFT - MARKET RESEARCH

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Origin				
1018	ARMOR SIDE POUCH, M (SPARES)			$_____	$_____
	COMMODITY NAME: ARMOR SIDE POUCH, M, SPARES CLIN CONTRACT TYPE: Firm Fixed Price				
	CLIN: 1018 PART #: 1081533-1-2				
	Range				
	Qty Unit Price 0-5 $_____ 6-15 $_____ 16-30 $_____				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	FOB POINT: Origin				
1019	ARMOR SIDE POUCH, L/XL (SPARES)			$_____	$_____
	COMMODITY NAME: ARMOR SIDE POUCH, L/XL, SPARE CLIN CONTRACT TYPE: Firm Fixed Price				
	CLIN: 1019 PART #: 1081533-1-3				
	Range				
	Qty Unit Price 0-5 $_____ 6-15 $_____ 16-30 $_____				
	(End of narrative B001)				

DRAFT - MARKET RESEARCH

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin				
1020	ADAPTER PLATFORM (SPARES) COMMODITY NAME: ADAPTER PLATFORM, SPARES CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1020 PART #: 1081566-1-1 Range Qty Unit Price 0-20 $_____ 21-40 $_____ 41-60 $_____ (End of narrative B001)			$_____	$_____
	Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin				
1021	BLOWER POUCH (SPARES) COMMODITY NAME: BLOWER POUCH (SPARES) CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1021			$_____	$_____

DRAFT - MARKET RESEARCH

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PART #: 1081771-1-1 Range Qty Unit Price 0-20 $_____ 21-40 $_____ 41-60 $_____ (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin				
1022	M4 MAGAZINE POUCH (SPARES) COMMODITY NAME: M4 MAGZN POUCH (SPARES) CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1022 PART #: 1081528-1-1 Range Qty Unit Price 0-20 $_____ 21-40 $_____ 41-60 $_____ (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin			$_____	$_____

DRAFT - MARKET RESEARCH

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1023	M17 MAGAZINE POUCH (SPARES) COMMODITY NAME: M15 MGZN POUCH (SPARES) CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1023 PART #: 1081527-1-1 Range Qty Unit Price 0-20 $_____ 21-40 $_____ 41-60 $_____ (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin			$_____	$_____
1024	UTILITY POUCH (SPARES) COMMODITY NAME: UTILITY POUCH (SPARES) CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1024 PART #: 1081526-1-1 Range Qty Unit Price 0-20 $_____ 21-40 $_____ 41-60 $_____ (End of narrative B001) Packaging and Marking			$_____	$_____

DRAFT - MARKET RESEARCH

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin				
1025	MULTI PURPOSE POUCH (SPARES) COMMODITY NAME: MULTI PURPOSE POUCH (SPARES) CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1025 PART #: 1081525-1-1 Range Qty Unit Price 0-20 $_____ 21-40 $_____ 41-60 $_____ (End of narrative B001)			$_____	$_____
	Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin				
1026	COMBO POUCH (SPARES) COMMODITY NAME: COMBO POUCH (SPARES) CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1026 PART #: 1081524-1-1 Range			$_____	$_____

DRAFT - MARKET RESEARCH

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Qty Unit Price 0-20 $_____ 21-40 $_____ 41-60 $_____ (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin				
1027	CSEL POUCH (SPARES) COMMODITY NAME: CSEL POUCH (SPARES) CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1027 PART #: 1081523-1-1 Range Qty Unit Price 0-20 $_____ 21-40 $_____ 41-60 $_____ (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin			$_____	$_____
1028	EXTRACTION CARABINER (SPARES)			$_____	$_____

DRAFT - MARKET RESEARCH

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	COMMODITY NAME: EXTRACTION CARABINER (SPARES) CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1028 PART #: 1081535-1 Range Qty Unit Price 0-20 $_____ 21-40 $_____ 41-60 $_____ (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin				
1029	EXTRACTION STRAP (SPARES) COMMODITY NAME: EXTRACTION STRAP (SPARES) CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1029 PART #: 1006032-1-1 Range Qty Unit Price 0-20 $_____ 21-40 $_____ 41-60 $_____ (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin			$_____	$_____

DRAFT - MARKET RESEARCH

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Deliveries or Performance FOB POINT: Origin				
1030	ACE LPU ASSEMBLY (LPU-42/P) COMMODITY NAME: ACE LPU ASSMBLY (LPU-42/P) CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1030 PART #: 1081668-1-1 Range Qty Unit Price 0-1000 $_____ 1001-2000 $_____ 2001-3000 $_____ (End of narrative B001)			$_____	$_____
	Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin				
1031	ACE LPU ASSEMBLY (LPU-42/P) FAI/T COMMODITY NAME: ACE LPU ASMBLY (LPU-42/P) FAI CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1031 PART #: 1081668-1-1 Range Qty Unit Price (End of narrative B001)			$_____	$_____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin				
1032	LPU-42/P CASE ASSEMBLY (SPARES) COMMODITY NAME: LPU-42/P CASE ASMBLY (SPARES) CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1032 PART #: 1081669-1-1 Range Qty Unit Price 0-20 $_____ 21-40 $_____ 41-60 $_____ (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin			$_____	$_____
1033	38 GRAM CO2 CYLINDER (SPARES) COMMODITY NAME: 38 GRAM C02 CYLINDER (SPARES) CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1033			$_____	$_____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PART #: 1081710-1 Range Qty Unit Price 0-2000 $_____ 2001-4000 $_____ 4001-6000 $_____ (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin				
1034	INFLATION LANYARD (SPARES) COMMODITY NAME: INFLATION LANYARD (SPARES) CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1034 PART #: 1081670-1-1 Range Qty Unit Price 0-20 $_____ 21-40 $_____ 41-60 $_____ (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin			$_____	$_____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1035	BEADED HANDLE ASSEMBLY (SPARES) COMMODITY NAME: BEADED HANDLE ASMBLY, SPARES CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1035 PART #: 1081680-1-1 Range Qty Unit Price 0-20 $_____ 21-40 $_____ 41-60 $_____ (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin			$_____	$_____
1036	QUICK LINK, OVAL (SPARES) COMMODITY NAME: QUICK LINK, OVAL (SPARES) CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1036 PART #: 1081703-1 Range Qty Unit Price 0-20 $_____ 21-40 $_____ 41-60 $_____ (End of narrative B001) Packaging and Marking			$_____	$_____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin				
1037	ASSEMBLY, AVIATOR HOLSTER (CHEST) COMMODITY NAME: ASMBLY, AVIATOR HOLSTER CHEST CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1037 PART #: 2-4-1027-2, Type III, Class 4 Range Qty Unit Price 0-1600 $_____ 1601-3200 $_____ 3201-4800 $_____ (End of narrative B001)			$_____	$_____
	Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin				
1038	ASSEMBLY, AVIATOR HOLSTER (CHEST) FAI/T COMMODITY NAME: ASMBLY, AVTR HLSTR CHEST FAI CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1038 PART #: 2-4-1027-2, Type III, Class 4 Range			$_____	$_____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Qty Unit Price (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin				
1039	ASSEMBLY, AVIATOR HOLSTER (LEG) COMMODITY NAME: ASMBLY, AVIATOR HOLSTER, LEG CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1039 PART #: 2-4-1027-1, Type III, Class 4 Range Qty Unit Price 0-1600 $_____ 1601-3200 $_____ 3201-4800 $_____ (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin			$_____	$_____
1040	ASSEMBLY, AVIATOR HOLSTER (LEG) FAI/T COMMODITY NAME: ASMBLY, AVTR HLSTR, LEG,FAI/T CLIN CONTRACT TYPE: Firm Fixed Price			$_____	$_____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	CLIN: 1040 PART #: 2-4-1027-1, Type III, Class 4 Range Qty Unit Price (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin				
1041	MOUTHPIECE COVER COMMODITY NAME: MOUTHPIECE COVER CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1041 PART #: 1081549-1-1 Range Qty Unit Price 0-1000 $_____ 1001-2000 $_____ 2001-3000 $_____ (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin			$_____	$_____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1042	MOUTHPIECE COVER FAI/T COMMODITY NAME: MOUTHPIECE COVER FAI/T CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1042 PART #: 1081549-1-1 Range Qty Unit Price (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin			$_____	$_____
1043	BOTTLE POUCH COMMODITY NAME: BOTTLE POUCH CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1043 PART #: 1081761-1-1 Range Qty Unit Price 0-1000 $_____ 1001-2000 $_____ 2001-3000 $_____ (End of narrative B001) Packaging and Marking			$_____	$_____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin				
1044	BOTTLE POUCH FAI/T COMMODITY NAME: BOTTLE POUCH FAI/T CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1044 PART #: 1081761-1-1 Range Qty Unit Price (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin			$_____	$_____
1045	EAWIS BASIC POUCH COMMODITY NAME: EAWIS BASIC POUCH CLIN CONTRACT TYPE: Firm Fixed Price CLIN: 1045 PART #: 1081760-1-1 Range Qty Unit Price 0-800 $_____ 801-1600 $_____ 1601-2400 $_____			$_____	$_____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	FOB POINT: Origin				
1046	EAWIS BASIC POUCH FAI/T			$	$
	COMMODITY NAME: EAWIS BASIC POUCH FAI/T CLIN CONTRACT TYPE: Firm Fixed Price				
	CLIN: 1046 PART #: 1081760-1-1				
	Range				
	Qty Unit Price				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	FOB POINT: Origin				
1047	ENGINERRING CHANGE PROPOSAL (ECPS)				$
	SERVICE REQUESTED: ENGINERRING CHANGE PROPOSAL CLIN CONTRACT TYPE: Firm Fixed Price				
	Inspection and Acceptance				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance				
1048	CONTRACT DATA REQUIREMENTS LIST (CDRL)				

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*** END OF NARRATIVE B0001 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Air Warrior Aircrew Combat Equipment
Production Statement of Work
7 June 2022

1.0 (CUI) SCOPE. This Statement of Work (SOW) describes the efforts required for production of Aircrew Combat Equipment (ACE) to be fielded to US Army aviation crewmembers and Foreign Military Sales as part of the Air Soldier System capabilities. The ACE production requires manufacture of clothing items, and flotation devices. The ACE is comprised of Aviation Life Support Equipment (ALSE) components that integrate and complement each other to improve aircrew mission capability by relieving the constraints, stress, fatigue, and discomfort caused by excessive non-integrated ALSE and aircraft equipment. It improves aircrew mission performance inclusive of, but not limited to aircraft control tasks, safety of flight, aircraft mission equipment operations, communications, endurance, situational awareness, routine ground activities, and escape and evasion. The ACE increases the survivability of aircrews in rotary and fixed wing aircraft, in all environments, and provides carriage of soft ballistic panels and ballistic plates, carriage of body-mounted Soldier equipment, flotation after emergency ditching at sea, cabin crew retention, and insertion, extraction and retrieval capabilities. The statement of work includes requirements for quality programs, configuration management, and program reporting. This contract also includes development of Engineering Change Proposals to address obsolescence and issues discovered in the field.

2.0 (CUI) APPLICABLE DOCUMENTS. Applicable top-level documents are listed in the contract Document Summary List (DSL) provided in Section J. Documents are listed by number, title, and date. The document versions in the DSL take precedence over the generic references (without revision letters) cited in this SOW.

3.0 (CUI) REQUIREMENTS

3.1 (CUI) Aircrew Combat Equipment (ACE) Assembly Production. The contractor, as an independent contractor and not as an agent of the government, shall furnish the personnel, facilities, equipment, and materials necessary to fabricate or purchase, assemble, test, and deliver the items as defined in Section B of the contract. Delivery shall be as set forth in Section B of the contract. The contractor shall manufacture and assemble in accordance with (IAW) the technical data package (TDP).

3.1.1 (CUI) Extraction Strap (ES) Production. The contractor, as an independent contractor and not as an agent of the government, shall furnish the personnel, facilities, equipment, and materials necessary to fabricate or purchase, assemble, test, and deliver the items as defined in Section B of the contract. Delivery shall be as set forth in Section B of the contract. The contractor shall manufacture and assemble the ES IAW the TDP. The contractor may submit their own version of the ES, which conforms to the requirements of the Government provided TDP, for qualification. Offerors choosing to do this shall provide a sample of the ES and compliance matrix indicating requirements of the ES drawing, 1006032 and purchase description, PD1006008 are met. Successful qualification will result in the contractors ES part number, CAGE, and address being added to the ES Source Control Drawing as an approved source of supply.

3.1.2 (CUI) Extraction Carabiner. The contractor, as an independent contractor and not as an agent of the government, shall furnish the personnel, facilities, equipment, and materials necessary to purchase, test, and deliver the items as defined in Section B of the contract. Delivery shall be as set forth in Section B of the contract. The contractor shall provide IAW the TDP.

3.1.3 (CUI) Pouch Kit Production. The contractor, as an independent contractor and not as an agent of the government, shall furnish the personnel, facilities, equipment, and materials necessary to fabricate or purchase, assemble, test, and deliver the items as defined in Section B of the contract. Delivery shall be as set forth in Section B of the contract. The contractor shall manufacture and assemble in accordance with (IAW) the technical data package (TDP).

3.2 (CUI) Life Preserver, Underarm, LPU-42/P Production. The contractor, as an independent contractor and not as an agent of the government, shall furnish the personnel, facilities, equipment, and materials necessary to fabricate or purchase, assemble, test, and deliver the items as defined in Section B of the contract. Delivery shall be as set forth in Section B of the contract. The contractor shall manufacture and assemble IAW the TDP.

3.3 (CUI) Aviation Holster Assembly Production. The contractor, as an independent contractor and not as an agent of the government, shall furnish the personnel, facilities, equipment, and materials necessary to fabricate or purchase, assemble, test, and deliver the items as defined in Section B of the contract. Delivery shall be as set forth in Section B of the contract. The contractor shall manufacture and assemble in accordance with (IAW) the technical data package (TDP).

3.4 (CUI) Mouthpiece Cover Production. The contractor, as an independent contractor and not as an agent of the government, shall furnish the personnel, facilities, equipment, and materials necessary to fabricate or purchase, assemble, test, and deliver the items as defined in Section B of the contract. Delivery shall be as set forth in Section B of the contract. The contractor shall manufacture and assemble in accordance with (IAW) the technical data package (TDP).

3.5 (CUI) Bottle Pouch Production. The contractor, as an independent contractor and not as an agent of the government, shall furnish the personnel, facilities, equipment, and materials necessary to fabricate or purchase, assemble, test, and deliver the items as defined in Section B of the contract. Delivery shall be as set forth in Section B of the contract. The contractor shall manufacture and assemble in accordance with (IAW) the technical data package (TDP).

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3.6 (CUI) EAWIS Basic Pouch Production. The contractor, as an independent contractor and not as an agent of the government, shall furnish the personnel, facilities, equipment, and materials necessary to fabricate or purchase, assemble, test, and deliver the items as defined in Section B of the contract. Delivery shall be as set forth in Section B of the contract. The contractor shall manufacture and assemble in accordance with (IAW) the technical data package (TDP).

3.7 (CUI) Hardware Updates.
The Government may submit updates to technical data package for the items being procured on this contract. The Government will submit changes through the Engineering Change process using the FAR 52.243-1 Changes-Fixed Price clause. The contractor shall complete drawing changes, submit engineering change documentation, and release approved configurations for manufacture IAW Section 6. The Engineering Change Proposal CLIN in Section B will provide the contractual method for implementing changes.

3.8 (CUI) Government Furnished Equipment or Material or Information (GFE/GFM/GFI).

3.8.1 (CUI) GFE/GFM. If the contractor requires Government Furnished Equipment/Government Furnished Material (GFE/GFM), the contractor shall request and manage GFE/GFM using the procedures of FAR 52.245-1 Government Property. When GFE/GFM is no longer required, the contractor shall request disposition instructions from the Government. Unique tooling and associated hardware and software developed utilizing Government funding will be considered property of the U.S. Government. The contractor shall ensure the proper controls are in place and followed to manage the GFE/GFM.

3.8.2 (CUI) GFI. The US Government will provide the documentation listed in Section J.

4.0 (CUI) PROGRAM MANAGEMENT
The contractor shall prepare a record of meeting minutes IAW DI-ADMN-81505 and deliver IAW CDRL A001 for each start of work meeting and program review.

4.1 (CUI) Start of Work Meeting.

4.1.1. (CUI) Contract Award. The contractor shall host a start of work meeting within 30 days of contract award. The purpose of this meeting shall be to discuss contractual requirements, delivery schedules and contract data. The contractor shall include a schedule that demonstrates how the contractor shall meet the requirements of the contract and complete deliverables to include hardware and data. The schedule shall include ordering of parts, receipt of material and parts, first article inspection and test (FAI/FAT), manufacture, inspection, and acceptance. The contractor shall describe the parts obsolescence program, parts management program, quality program, and configuration management program.

4.1.2. (CUI) Delivery Order Award. The contractor shall host a Start of Work meeting within 30 days of a delivery order award. The purpose of this meeting shall be to discuss contractual requirements, delivery schedules and contract data. The contractor shall include a schedule that demonstrates how the contractor shall meet the requirements of the contract and complete deliverables to include hardware and data. The schedule shall include ordering of parts, receipt of material and parts, manufacture, inspection, and acceptance.

4.2 (CUI) Program Management Reviews (PMR). The contractor shall conduct yearly PMRs at the contractor facility. The contractor shall provide a status of the overall program. The PMR may be held in conjunction with a Delivery Order award start of work. The contractor shall present assessment of quality process implementation, measurements, accomplishments, and key issues. The contractor shall prepare a record of meeting/minutes IAW DI-ADMN-81505 and deliver IAW CDRL A001.

4.3 (CUI) Teleconferences (Telecons). The contractor shall participate in teleconference calls with the government. During the teleconference, the contractor shall address progress and any issues to include subcontractors progress and issues. Telecons shall be scheduled to occur every two weeks beginning with contract award until the delivery and acceptance of the first article item. After these events, monthly telecons shall be held on an as-needed basis.

5.0 (CUI) PRODUCT ASSURANCE

5.1 (CUI) Quality Assurance Program. The contractor shall implement, or if already in place maintain, a quality system in accordance with (IAW) ASQ/ANSI/ISO 9001 or AS 9100 or equivalent, and calibration that meets ISO/IEC 17025 or equivalent or as agreed between the contractor and the Government. Any exclusion to the contractors quality management system shall be agreed to between the contractor and the Government. The contractor shall make available, for review by the Government, quality system procedures, planning and all other documentation and data that comprise the contractor's quality system. The Government will review the documents that comprise the quality system, and may perform any necessary inspections, or evaluations to confirm conformance to requirements and adequacy of the quality system.

5.2 (CUI) Non-conforming Material. The contractor shall utilize a documented system for evaluation and disposition of non-conforming materiel. This system shall be used for tracking, analyzing to determine root cause, and assuring preventative and corrective action implementation. The contractor shall ensure that all products meet specified contractual requirements. Installation or use of non-conforming products without specific Government authorization shall not be permitted. Non-conformances shall not be given disposition of use as is or repair through contractor action without Government approval. Rework to print is acceptable. The contractor shall maintain

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procedures to control the identification, documentation, evaluation, disposition, and segregation requirements of non-conforming products. The contractor shall notify the Government of any non-conforming products via the Request for Variation (RFV) process described in Section 6.1.4 of this scope. The contractor shall notify the Procurement Contracting Officer (PCO) in writing within 10 days of any discovered non-conformances that may exist in previously delivered product. Notification shall include a description of the suspected non-conformance, potential risk or product impact, contract number, part number, national stock number (NSN), affected serial numbers, or lot numbers. The contractor shall correct any deficiencies found during Government testing in all affected contractor products.

5.3 (CUI) Quality Conformance. The contractor shall utilize a product acceptance system that demonstrates compliance to the contractual requirements. The product acceptance system shall address system and subsystem component requirement verification, in-process inspection, and final acceptance testing at all levels, including lower tier subcontractors and suppliers. The contractor shall implement an inspection system that ensures quality of product throughout the manufacturing, integration, and delivery processes. The contractor shall perform inspections and tests to demonstrate compliance with the production baseline. The contractor shall ensure that all items pass acceptance testing prior to delivery to the Government. The contractor shall document and maintain the criteria and methodology used to validate conformance to the requirements. The contractor shall remove, and segregate supplies rejected or requiring corrective action. The contractor shall maintain complete and accurate records of all inspections and tests and shall make those records available for review by the Government upon request. The contractor shall provide the Government with access to this information for onsite review upon request. The contractor shall develop acceptance test procedures (ATP) IAW DI-NDTI-80603 and submit IAW CDRL A002. The contractor shall perform production conformance tests IAW the Government approved ATPs. The contractor shall provide the Government the opportunity to witness any in-process inspection, final inspection, and acceptance test, if requested. The contractor shall ensure that any deviations from and changes to the Government-approved ATPs are controlled IAW Government approved configuration management (CM) procedures. Inspection levels are defined in the purchase descriptions provided as part of the technical data package. The acceptable quality level (AQL) shall be 0.15 for certificates of conformance non-conformances, critical defects, and performance test failures. The AQL shall be 0.65 for dimensional non-conformances, in-process non-conformances, and major defects. The AQL shall be 4.0 for visual and minor defects. The defect classification shall be defined by the Defect Classification Table within each purchase description provided as part of the technical data package. Equipment, including special inspection equipment (SIE) and special test equipment (STE), shall be validated prior to use for delivery of hardware. The contractor shall provide the Government the opportunity to participate in the validation. The contractor shall prepare validation plans IAW DI-MISC-80759 and deliver IAW CDRL A003. Changes to acceptance test procedures or associated equipment, vendor changes, line relocations, production disruptions, or downtime exceeding 12 months will be reviewed by the Government for determination of revalidation requirements.

5.4 (CUI) Subcontractor/Supplier Quality Assurance. The contractor shall document procedures and policies for managing subcontractor/supplier quality. The contractor shall develop a subcontractor/supplier quality management plan that identifies processes for selecting, qualifying, and managing subcontractors/suppliers, managing product and processes, flowing applicable quality requirements to subcontractors/suppliers, assessing subcontractor/suppliers capabilities, verifying compliance of subcontractors/suppliers, and establishing metrics for continuously monitoring and rating supplier quality performance. The plan shall identify key subassembly manufacturing or processes to be performed by the sub-tier suppliers and the contractor shall maintain a list of qualified suppliers and the current rating for that supplier. The subcontractor/supplier quality management plan and supplier rating system shall be made available for Government review via in-plant reviews or on-line quality system. The subcontractor/supplier quality management plan shall address product acceptance requirements for suppliers. The contractor shall identify key features, characteristics and performance requirements that shall be verified at the component acceptance test level. The contractor shall develop and have available for Government review, a flow chart showing the supply chain (once sub-contractors/suppliers are selected) for the item being manufactured.

5.5 (CUI) Pilot Line Validation Support. The contractor shall support a pilot line validation (PLV) conducted by the Government at the contractors manufacturing facility. The PLV will consist of one visit by the Government at the selected manufacturers facility. The PLV shall be scheduled at a mutually agreed upon date. The contractor shall notify the Government technical representative two weeks prior to readiness for the PLVs. The PLVs shall include, but are not limited to:

a. Review of production facility.
b. Hardware evaluation.
c. Work instruction review.
d. Review of process controls and documentation.
e. Verification of automated and/or manual processes.
f. Statistical process controls (SPC) data and/or corrective action system evaluation.
g. Validation of automatic test equipment (ATE).
h. Other program/contractor standard operation procedures/data review.

The Government will perform additional PLVs, if deemed appropriate. The basis for additional PLVs include, but are not limited to changes to contractor suppliers, methods of production, production processes, relocation of production lines, or 180-day shutdown of production lines.

5.6 (CUI) First Article Inspection and Test (FAI/FAT). The contractor shall conduct FAI/FAT for each of the following items:

a. ACE Assembly, PN 1081467-1-X (where X = 1 for XS, 2 for S, 3 for M, 4 for L, and 5 for XL) manufactured IAW drawing 1081467,
b. Life Preserver, Underarm, LPU-42/P, PN 1081668-1-1 manufactured IAW drawing 1081668,
c. Aviation Holster Assembly, PN 2-4-1027-X (where X = 1 for Leg, 2 for Chest), Type III, Class 4 manufactured IAW drawing 2-4-1027,

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d. Mouthpiece Cover, PN 1081549-1-1 manufactured IAW drawing 1081549,
e. Bottle Pouch, PN 1081761-1-1 manufactured IAW drawing 1081761,
f. EAWIS Basic Pouch, PN 1081760-1-1 manufactured IAW drawing 1081760.

The contractor shall prepare FAI/FAT plan and procedures IAW DI-NDTI-81307 and deliver IAW CDRL A004. The FAI/FAT plan and procedures shall provide detailed operational test procedures to demonstrate the functionality of the selected unit and allow tear down of that unit. The contractor shall not initiate FAI/FAT prior to Government approval of the test plan and shall perform FAI/FAT IAW the government approved plan. The contractor shall notify the Government of test(s) 20 days in advance. Tests shall be witnessed, unless the Government specifically waives the oversight, and approved by the Government. The FAI/FAT test units shall utilize the same manufacturing techniques and facilities used to produce the contract quantity. The contractor shall successfully complete FAI/FAT prior to submitting hardware for Government acceptance. The contractor shall develop a First Article Inspection/First Article Test Report after successful completion of the FAI/FAT IAW DI-NDTI-80809 and submit IAW CDRL A005. The report shall include AS9102 referenced forms documenting the inspection results and address the results and findings of the tests. If first article is disapproved, the contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for inspection and testing. The contractor shall be responsible for repeating all FAIs/FATs not approved by the Government at no additional cost to the Government. Except for items subjected to burst or static and dynamic load testing, if the approved first article is not destroyed during inspection and testing, the contractor shall refurbish first article units as part of the first article effort and deliver these units as part of the contract quantity, provided they meet production acceptance test requirements. This shall be accomplished within 90 days after first article approval. The FAI/FAT units shall not be retained as manufacturing standards. The contractor may request first article waiver provided documentation demonstrating prior first article acceptance and continued production.

5.7 (CUI) Verification of Changes to a Qualified Baseline. Any change to a qualified baseline shall be evaluated to determine the level of verification required before resumption of production activities. Depending on the level of change, a FAI/FAT or a re-qualification may be required. Some minor changes may not require any level of testing or analysis. The contractor shall submit changes using the configuration control process in paragraph 6.1. The Government will provide guidance to the contractor on the need for conduct of a FAI, FAT or re-qualification based on the change.

5.8 (CUI) Product Re-qualification. The Government will determine the need for re-qualification, based upon a technical review of the change. The contractor shall prepare re-qualification plans IAW DI-NDTI-80566 and deliver IAW CDRL A006. The contractor shall not initiate re-qualification prior to Government approval of the test plan and shall perform re-qualification IAW the Government approved plan. The contractor shall prepare re-qualification reports IAW DI-NDTI-80809 and deliver IAW CDRL A007.

6.0 (CUI) CONFIGURATION MANAGEMENT (CM)

6.1 (CUI) Configuration Control. The contractor shall prepare engineering change proposals (ECPs) IAW DI-SESS-80639 and deliver IAW CDRL A008. The contractor shall prepare notice of revisions (NORs) IAW DI-SESS-80642 and deliver IAW CDRL A009 if an ECP is revising any previously released documentation/ drawings. The contractor shall prepare engineering release records (ERRs) IAW DI-SESS-80463 and deliver IAW CDRL A010 to document the release revision levels once the changes are incorporated.

6.1.1 (CUI) Engineering Change Proposals. The contractor shall submit ECPs using DD Form 1692 Engineering Change Proposal (ECP) as stated in DI-SESS-80639. Specific instructions for completing DD Form 1692 are available with the form at the website listed in DI-SESS-80639.

The contractor shall designate submitted ECPs as either a Class I (Major) or Class II (Minor) ECP. Class I ECPs should be limited to those that are necessary or offer significant benefit to the Government. Class I ECPs are those that affect form, fit or function, and these ECPs are approved by the Governments Configuration Control Board and authorized with a contract modification. Class II ECPs are typically administrative in nature and reviewed by the Government for concurrence in classification. The contractor shall submit Class II ECPs to the Government PCO for classification concurrence prior to internal implementation. The contractor may utilize the guidance contained in SAE/EIA-649 and MIL-HDBK-61 to assist in the classification of a proposed change as a Class I or Class II.

6.1.2 (CUI) Engineering Release Record. The contractor shall utilize DD Form 2617 Engineering Release Record (ERR) IAW DI-SESS-80463 as supplemental information to change proposals to release new or revised configuration documentation based on the Government approval of the proposals.

6.1.3 (CUI) Notice of Revision. The contractor shall utilize DD Form 1695 Notice of Revision (NOR) IAW DI-SESS-80642 to describe the exact change(s) to configuration documentation that would require revision if the ECP were approved. The contractor shall describe the change using subsections entitled "WAS" to describe the current contractual technical requirement and "IS" to describe the proposed new requirement. If additional space is required on the form, then page 3 of DD Form 1695 is utilized for the continuation of data.

6.1.4 (CUI) Request for Variance (RFV). When approval to depart from baseline requirements is necessary, the contractor shall prepare RFVs IAW DI-SESS-80640 and deliver IAW CDRL A011. The contractor shall utilize DD Form 1694 Request for Variance (RFV) per the DI-SESS-80640 to describe the departure from the baseline requirement or contract requirement.

6.2 (CUI) Configuration Status Accounting (CSA). The contractor shall maintain historical records for the technical data for hardware items, reflecting all change and non-conformance actions. All CSA records and information shall be maintained at the contractor's

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facility and shall be available for review by the Government upon request. The contractor shall provide CSA report IAW DI-MISC-80508 and deliver IAW CDRL A012. The CSA report shall provide:

a. Drawing Number, Drawing Title, Released (Y/N), Revision Level, Dated, Latest Revision Changed by:(Change Identifier);
b. Document Number, Document Title, Released (Y/N), Revision Level, Dated, Latest Revision Changed by:(Change Identifier);
c. Internal Changes/Engineering Change Proposals (ECPs) - Identifier, Name, Revision, Change Status, Approval Date, Engineering Release Record (ERR) Number, Notice of Revision (NOR) Number, Implementation Status;
d. Request for Variance- Identifier, Title, Revision Level, RFV Status, Approval Date, Part Number Impacted, Effectivity.

7.0 (CUI) PRESERVATION, PACKAGING, PACKING AND MARKING.

7.1, (CUI) Preservation and Packaging. The contractor shall package for preservation, handling and shipping all hardware items IAW ASTM D3951, Standard Practice for Commercial Packaging.

7.2 (CUI) Marking for Shipping. All markings for shipment and storage by the contractor shall be IAW MIL-STD-129. In addition to the standard shipping label, if multiple small items are packaged in one container, the container shall be labeled by the contractor with each items nomenclature, part number, and quantity. The contractor shall include the serial number of the kit on the container label.

7.3 (CUI) Item Identification Marking.

7.3.1 (CUI) Item Identification. The contractor shall mark items IAW DFARS 252.211-7003, Item Identification and Valuation and MIL-STD-130. Item Identification Marking shall include at a minimum the following:
a. Nomenclature,
b. Current part number,
c. National Stock Numbers shall be included on items with an assigned National Stock Number, Otherwise this field may contain Xs
d. Manufacturer CAGE code,
e.Contract number,
f. Unique Item Identifier (UID) Construct 2,
i. Serial Number, if required,
j. Date manufactured (mm/yyyy)

In cases where it is not physically possible to mark an item, the contractor shall discuss with the government to define alternative solutions for identification. The contractor shall submit sample labels to the government for approval at least 45 days prior to the FAT/FAI event. Prior to shipment, the contractor shall submit UID data for all end items requiring UID into the registry IAW DFARS 252.211-7003.

7.3.2 (CUI) Serialization. The LPU Bladders will be serialized. The Government will provide the serial number start point during start of work or at delivery order award. The serial number for each designated piece of hardware shall be assigned in increasing numerical sequence.

7.4. (CUI) Packaging of Hazardous Material. Preservation, packaging and marking by the contractor of all hazardous material shall conform to the requirements of Title 49, Code of Federal Regulations (49 CFR) as applicable. The contractor shall adhere to additional marking and labeling requirements of 29 CFR 1910.1200.

7.5 (CUI) Shipping. All hardware that has been accepted by the government shall be shipped from the contractor's facility as point of origin to designated sites within 10 days of acceptance unless otherwise instructed or due to delays caused by the Government shipping process. For each shipment, the contractor shall submit a shipping report IAW DI-MISC-80508 and deliver IAW CDRL A013. The shipping report shall include the associated Delivery Order numbers and CLINs/SLINs, part numbers and quantity of components shipped, serial numbers, shipping destination, date of shipment, name of shipping carrier and shipping carrier tracking numbers.

8.0 (CUI) ENVIRONMENTAL REQUIREMENTS.

8.1 (CUI) Hazardous Material Management. All contractor and subcontractor activities shall be in compliance with applicable federal, state, and local environmental laws and regulations.

The Contractor shall develop and deliver a Hazardous Materials Management Program (HMMP) Plan in accordance with DI-MGMT-81398 and deliver IAW CDRL A014. In addition, the contractor shall prepare an HMMP Report IAW DI-MISC-81397 and deliver IAW CDRL A015. The HMMP Reports shall identify, via graphic or drawing, the specific location of each hazardous material contained in the end item(s).

The Contractor shall report the data elements found in MIL-STD-882E, Task 108, section 108.2.4 a, b, and d for Tracked HAZMATs. The contractor shall report coatings (identified by MIL SPEC), functional fluids (e.g., coolant, hydraulic fluid, lubricants, etc.), radionuclides (40 CFR 302.4, Appendix B) and energetics/solid rocket motor components (including Explosives Class Number) with the same 108.2.4 a, b, and d data elements. The Contractor shall provide Material Safety Data Sheets (MSDSs) or Safety Data Sheets (SDSs) for all reported materials.

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The Contractor shall report any hazardous material, as defined in NAS 411-1, used for the maintenance, sustainment, and demilitarization of the end item under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. The contractor shall update the contractor hazardous materials list during performance of the contract whenever the contractor determines that any other material used in the maintenance, sustainment, and demilitarization of the end item under this contract is hazardous.

The contractor shall not use any Class I or Class II Ozone Depleting Chemical/Ozone Depleting Substance (ODC/ODS), identified by the lists at http://www.epa.gov/ozone-layer-protection/ozone-depleting-substances , in the manufacture or support of items required by this SOW unless approved IAW Army ODS policy and/or Title 10 United States Code section 2302. All ODS alternatives shall be in compliance with the U.S. Environmental Protection Agency (EPA) Significant New Alternatives Policy (SNAP) program and identified as approved per the specific application in the lists at
https://www.epa.gov/snap . All ODS alternatives must also receive a Toxicity Clearance for the specific application from the US Army Public Health Center.

*** END OF NARRATIVE C0001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	DEC/2014

Quality Management System-Requirements ANSI/ISO/ASQ 9001:2015 15 SEP 2015

(a) The contractor shall comply with the higher-level quality standard(s) listed below.

(CUI) Quality Assurance Program. The contractor shall implement, or if already in place maintain, a quality system in accordance with (IAW) ASQ/ANSI/ISO 9001 or AS 9100 or equivalent, and calibration that meets ISO/IEC 17025 or equivalent or as agreed between the contractor and the Government. Any exclusion to the contractors quality management system shall be agreed to between the contractor and the Government. The contractor shall make available, for review by the Government, quality system procedures, planning and all other documentation and data that comprise the contractor's quality system. The Government will review the documents that comprise the quality system, and may perform any necessary inspections, or evaluations to confirm conformance to requirements and adequacy of the quality system.

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

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

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

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

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

(End of clause)

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SECTION I - CONTRACT CLAUSES

	Regulatory Cite	Title	Date
I-1	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT/2018
I-2	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG/2020
I-3	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV/2021
I-4	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV/2020
I-5	52.227-1	AUTHORIZATION AND CONSENT (JUN 2020) -- ALTERNATE I (APR 1984)	APR/1984
I-6	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	JUN/2020
I-7	52.227-3	PATENT INDEMNITY	APR/1984
I-8	52.227-9	REFUND OF ROYALTIES	APR/1984
I-9	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-10	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	NOV/2021
I-11	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	DEC/2019
I-12	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	MAY/2016
I-13	252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES	JAN/2021
I-14	252.204-7020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	MAR/2022
I-15	252.225-7056	PROHIBITION REGARDING BUSINESS OPERATION WITH THE MADURO REGIME	MAY/2022
I-16	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
I-17	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/2014
I-18	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-19	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-20	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-21	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-22	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-23	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	APR/2022
I-24	252.227-7038	PATENT RIGHTS -- OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)	JUN/2012
I-25	252.232-7017	ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS--PROHIBITION ON FEES AND CONSIDERATION	APR/2020
I-26	52.209-3	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997)	JAN/1997

FAR 52.246-2 Inspection of Supplies - Fixed Price
FAR 52.246-11 Responsibility for Supplies
FAR 52.243-1 Changes -- Fixed Price
FAR 52.249-1 Termination for Convenience of the Gov't
FAR 52.249-14 Excusable Delays
FAR 52.242-17 Government Delay of Work
FAR 52.215-14 Integrity of Unit Prices
FAR 52.249-8 Default (Fixed Price Supply and Service)

(a) The Contractor shall test one (1) unit(s) of Lot/Item CLINs: 1006, 1031, 1038, 1040, 1042, 1044, and 1046 as specified in this contract. At least 20 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 180 calendar days from the date of this contract to https://topvue.peoavn.army.mil/topvue-pmaw/ marked First Article Test Report: Contract No. -TBD-, Lot/Item No. CLINs: 1006, 1031, 1038, 1040,1042, 1044, and 1046. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

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

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor

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may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

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(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)

I-27	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2022)	OCT/2022

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

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

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

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

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

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

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

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

____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021)(41 U.S.C. 4704 and 10 U.S.C. 2402).

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

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

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

____(5) [Reserved].

____(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

____(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

____(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021) (31 U.S.C. 6101 note).

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

____(10) [Reserved]

____(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

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

____(12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____(13) [Reserved]

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

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

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

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

____(ii) Alternate I (MAR 2020) of 52.219-7.

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

____(16) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)).

____(17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).

____(ii) Alternate I (NOV 2016) of 52.219-9.

____(iii) Alternate II (NOV 2016) of 52.219-9.

____(iv) Alternate III (JUN 2020) of 52.219-9.

____(v) Alternate IV (SEP 2021) of 52.219-9.

____(18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

____(ii) Alternate I (MAR 2020) of 52.219-13.

____(19) 52.219-14, Limitations on Subcontracting (OCT 2022)(15 U.S.C. 637(a)(14)).

____(20) 52.219-16, Liquidated Damages--Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

____(21) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022)(15 U.S.C. 657 f)

____(22)(i) 52.219-28, Post Award Small Business Program Rerepresentation (OCT 2022)(15 U.S.C. 632(a)(2)).

____(ii) Alternate I (MAY 2020) of 52.219-28.

____(23) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (OCT 2022) (15 U.S.C. 637(m)).

____(24) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (OCT 2024) (15 U.S.C. 637(m)).

____(25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

____(26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).

____(27) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

____(28) 52.222-19, Child LaborCooperation with Authorities and Remedies (Jan 2022) (E.O. 13126).

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____(29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

____(30)(i) 52.222-26, Equal Opportunity (Sep 2016)(E.O. 11246).

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

____(31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212).

____(ii) Alternate I (July 2014) of 52.222-35.

____(32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020)(29 U.S.C. 793).

____(ii) Alternate I (July 2014) of 52.222-36.

____(33) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Jun 2020)(38 U.S.C. 4212).

____(34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

____(35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

____(36) 52.222-54, Employment Eligibility Verification (May 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products and commercial services as prescribed in FAR 22.1803.)

____(37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).

____(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).

____(40)(i) 52.223-13, Acquisition of EPEAT[supreg]-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

____(ii) Alternate I (Oct 2015) of 52.223-13.

____(41)(i) 52.223-14, Acquisition of EPEAT[supreg]-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

____(ii) Alternate I (Jun 2014) of 52.223-14.

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

____(43)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

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

____(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
____(45) 52.223-20, Aerosols (June, 2016) (E.O. 13693).
____(46) 52.223-21, Foams (June, 2016) (E.O. 13693).
____(47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
____(ii) Alternate I (JAN 2017) of 52.224-3.
____(48)(i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

____(ii) Alternate I (OCT 2022) of 52.225-1

____(49)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (OCT 2022) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

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____(ii) Alternate I (JAN 2021) of 52.225-3.

____(iii) Alternate II (JAN 2021) of 52.225-3.

____(iv) Alternate III (JAN 2021) of 52.225-3.

____(v) Alternate IV (OCT 2022) of 52.225-3.

____(50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____(51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

____(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)(42 U.S.C. 5150).

____(55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

____(56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commericial Services (NOV 2021)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____(57) 52.232-30, Installment Payments for Commercial Products and Commericial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____(58) 52.232-33, Payment by Electronic Funds Transfer -- System for Award Management (Oct 2018)(31 U.S.C. 3332).

____(59) 52.232-34, Payment by Electronic Funds Transfer -- Other Than System for Award Management (Jul 2013)(31 U.S.C. 3332).

____(60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____(61) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

____(62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

____(63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021)(46 U.S.C. 55305 and 10 U.S.C. 2631).

____(ii) Alternate I (Apr 2003) of 52.247-64.

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

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

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

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

____(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

____(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

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____(7) 52.222-55, Minimum Wages Under Executive Order 14026 (Jan 2022) (E.O. 14026).

____(8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

____(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2022) (41 U.S.C. 3509).

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

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

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

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

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

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

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

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

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(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

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

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

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

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

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

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

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

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

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

(End of Clause)

I-28 52.216-18 ORDERING AUG/2020

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

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

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

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

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

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

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

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

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

(End of clause)

I-29 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $100,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of -$TBD-;

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(2) Any order for a combination of items in excess of -$TBD-; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I-30 52.216-22 INDEFINITE QUANTITY OCT/1995

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

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

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

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

(End of Clause)

I-31 52.217-9 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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 TBD.

(End of Clause)

I-32 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-O0008) OCT/2022

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

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

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

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime

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contractor assigned to the subcontract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Name of Offeror or Contractor:

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

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

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

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

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

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

(End of clause)

*** END OF NARRATIVE I0001 ***

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Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	DOCUMENT SUMMARY LIST (DSL)	18-NOV-2022		
Exhibit B	CDRL	18-NOV-2022		
Exhibit C	ENGINEERING CHANGE PROPOSAL (ECP)			
Attachment 0001	BEQ COUNT	17-NOV-2022		
Attachment 0002	PRICE INPUT WORKBOOK	22-NOV-2022		

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Name of Offeror or Contractor:

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

	Regulatory Cite	Title	Date
K-1	252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY/2022
K-2	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-3	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-4	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	MAY/2022

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 315990.

(2) The small business size standard is 500.

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

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

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

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

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

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

[___] (i) Paragraph (d) applies.

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

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

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

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

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

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

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

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

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

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

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

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

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

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

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

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

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

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

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

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

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

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

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

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

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

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

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(C) If the acquisition value is $50,000 or more but is less than $92,319, the provision with its Alternate II applies.

(D) If the acquisition value is $92,319 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

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

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

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

____(i) 52.204-17, Ownership or Control of Offeror.

____(ii) 52.204-20, Predecessor of Offeror.

____(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

____(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

____(v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

____(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPADesignated Products (Alternate I only).

____(vii) 52.227-6, Royalty Information.

____(A) Basic.

____(B) Alternate I.

____(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

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

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

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K-5 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT NOV/2021

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

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

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

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that 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.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

K-6 52.212-3 OFFERORS REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2022) --ALTERNATE I (OCT 2014) OCT/2022

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through https://www.sam.gov . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent

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directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

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

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

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

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

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

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

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(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology"--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern"--

(1) Small business concern--(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

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

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

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

(2) Whose management and daily business operations are controlled by one or more women.

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

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

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

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

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

(1) Small business concern. The offeror represents as part of its offer that--

(i) It [square] is, [square] is not a small business concern; or

(ii) It [square] is, [square] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

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

____is,

____is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern.

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Name of Offeror or Contractor:

[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that--

(i) It [square] is, [square] is not a service-disabled veteran-owned small business concern; or

(ii) It [square] is, [square] is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it
____is,
____is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it
____is,
____is not a women-owned small business concern.

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

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

(ii) It [square] is, [square] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall provide representation of its WOSB status.

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

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

(ii) It [square] is, [square] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture:__.] Each EDWOSB concern participating in the joint venture shall provide representation of its EDWOSB status.

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

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

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

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

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Name of Offeror or Contractor:

(i) It ____is, ____is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR 126.200; or

(ii) It [square] is, [square] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture:__.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

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

____Black American.

____Hispanic American.

____Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

____Individual/concern, other than one of the preceding.

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

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

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

(ii) It ____has, ____has not, filed all required compliance reports.

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

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

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

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

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

(1)(i) The Offeror certifies that each end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic
end product listed in paragraph (f)(3) of this provision contains a
critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products
exceed 55 percent domestic content, except for those that are COTS

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Name of Offeror or Contractor:

items. If the percentage of the domestic content is unknown, select ``no''.

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) `The terms ``commercially available off-the-shelf (COTS) item,'' ``critical component,'' ``domestic end product,'' '',' "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)

[List as necessary]

(3) Domestic end products containing a critical component:
Line Item No. ____

[List as necessary]

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

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

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

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,'' ``commercially available off-the-shelf (COTS) item,'' ``critical component,'' ``domestic end product,'' "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy AmericanFree Trade AgreementsIsraeli Trade Act."

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

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

Line item No.	Country of origin

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy AmericanFree Trade AgreementsIsraeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select

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``no''.

Other Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. ____

[List as necessary]

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

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

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

Canadian End Products:

Line item No.:

_____

_____

[List as necessary]

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

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

Canadian or Israeli End Products:

Line item No. Country of origin

_____

_____

[List as necessary]

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

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

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

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Name of Offeror or Contractor:

Line item No. Country of origin

_____

_____

[List as necessary]

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

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

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

Other End Products

Line item No. Country of origin

_____

_____

[List as necessary]

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

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

(1)_____Are, ____are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

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

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

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

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

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

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

(ii) Examples.

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a

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

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

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

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

(1) Listed End Product

Listed end product	Listed countries of origin

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

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

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

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

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

(2) [ ] Outside the United States.

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

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

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

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

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

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

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror

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(or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

* TIN: _____.

* TIN has been applied for.

* TIN is not required because:

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

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

* Sole proprietorship;

* Partnership;

* Corporate entity (not tax-exempt);

* Corporate entity (tax-exempt);

* Government entity (Federal, State, or local);

* Foreign government;

* International organization per 26 CFR 1.6049-4;

* Other _____.

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(5) Common parent.

* Offeror is not owned or controlled by a common parent;

* Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) Representation. The Offeror represents that--

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx .)

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if--

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

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

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

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

Immediate owner CAGE code: _____

Immediate owner legal name: _____

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

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

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

Highest-level owner CAGE code: _____

Highest-level owner legal name: _____
(Do not use a "doing business as" name)

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

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

Predecessor legal name: _____.
(Do not use a "doing business as" name).

(s) [Reserved.]

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

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

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

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

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Corporate Standard.

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

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

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

_____

_____

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

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

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

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

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

(2) The Offeror represents that--

(i) It [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

(End of Provision)

K-7 52.227-6 ROYALTY INFORMATION APR/1984

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than $250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

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(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of Provision)

K-8 252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION MAY/2021

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

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

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

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

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

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

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

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

K-9 252.239-7098 PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN APR/2021

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WEBSITES--REPRESENTATION (DEVIATION 2021-O0003)

(a) In accordance with section 8116 of Division C of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions, none of the funds appropriated (or otherwise made available) by this or any other Act for DoD may be used to enter into a contract to maintain or establish a computer network unless such network is designed to block access to pornography websites. This prohibition does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities, or for any activity necessary for the national defense, including intelligence activities.

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

(End of provision)

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	Regulatory Cite	Title	Date
L-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT/2018
L-2	52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG/2020
L-3	52.212-1	INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV/2021
L-4	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	NOV/2021
L-5	252.204-7019	NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	MAR/2022
L-6	252.215-7008	ONLY ONE OFFER	JUL/2019
L-7	52.215-3	REQUEST FOR INFORMATION OR SOLICITATION FOR PLANNING PURPOSES	OCT/1997

(a) The Government does not intend to award a contract on the basis of this solicitation or to otherwise pay for the information solicited except as an allowable cost under other contracts as provided in subsection 31.205-18, Bid and proposal costs, of the Federal Acquisition Regulation.

(b) Although proposal and offeror are used in this Request for Information, your response will be treated as information only. It shall not be used as a proposal.

(c) This solicitation is issued for the purpose of: Solicitation for Planning Purposes

(End of Provision)

L-1. General

To be considered for award, an offeror must submit a proposal that is technically acceptable and is determined to be responsible. The offeror shall submit a proposal which is comprehensive enough to provide the basis for a sound evaluation by the Government. Information provided should be precise, factual, and complete. Legibility, clarity, completeness, and responsiveness are of the utmost importance. Any proposal, which does not offer, at a minimum, that which is requested within this solicitation, may be determined to be substantially incomplete, and therefore unresponsive, and not warrant further evaluation or discussions. Proposals shall be sufficiently detailed to enable the Government to determine the acceptability of the proposal solely from its contents. The Government will not assume or consider anything that is not specifically addressed in the proposal. Therefore, it is incumbent upon offerors to submit proposals that are responsive to the Government's requirements and that clearly present the offeror's capabilities and offer. A compliance check of the offerors proposal against the requirements in Section L of this RFP will be conducted. If the offerors proposal is not compliant, it will be rated as not responsible and may not be eligible for award.

The offerors proposal shall consist of three volumes: 1) Technical; 2) Price; and 3) Responsibility Determination. Each volume shall be in a separate file to facilitate the U.S. Governments distribution of a specific volume only to personnel authorized to review that volume. Each volume shall be divided into sections labeled/tabbed to match the sections within the solicitation instructions. In each section, the offeror shall provide its response to the information requested in that section. All documents submitted shall have a cover page with the identifying solicitation title, the solicitation number, volume number, volume title and name and mailing address of the offeror. All volumes shall contain a table of contents and a list of figures. Each page shall be numbered consecutively within each volume. Page one of a volume shall be the first page after the table of contents and list of figures.

The three volumes shall be submitted by electronic submittal using the DOD safe site with download of submitted volumes by the Government via the Virtual Contracting Enterprise Acquisition Source Selection Interactive Support Tool (ASSIST).Each file submitted will be provided in two (2) versions Version 1: Excel or Word working file inclusive of all formulas; and Version 2: is the redacted file in PDF format; both versions will not be password protected. All offers interested in submitting a proposal response for the solicitation are required to submit a point-of-contact (POC) name; telephone number and valid email address, NLT ten (10) days prior to the proposal submission suspense date of 23 December 2022. POC information and proposal must be submitted to the Army Contracting Command Redstone Arsenal (ACC-RSA) contractual respresentative set forth as follows:

tarshalyn.m.sanders.civ@army.mil

felicia.r.dortch.civ@army.mil

kelly.n.bayha.civ@army.mil

Upon receipt of POC information by the ACC-RSA contractual representative; a secure notification request, inlcuding links; will be emialed to the designated POC from the DOD Seure Access File Exchange (SAFE) site allowing for upload of the offeror's proposal submission. The notification shall be valid for fourteen (14) days before expiration. the site will support file transfer up to 8GB. Offerors must adhere to page limitations as specified within this notification.

Volume I Technical; Page Limit is 50 pages.

Volume II Price; Page Limit is as required.

Volume III Responsibility Determination; Page Limit as required.

Each volume and attached documents shall be formatted for print on 8.5 inches x 11 inches paper. Narratives shall be in font Times New Roman with letter size of 12 point. Foldouts may be used for visual aids provided they are fully contained within a single 11 inches x 17 inches page. One sheet shall count as two pages except where the format requires blank back pages. Pages shall have at least a one-half inch margin on all four edges. Unless otherwise directed by these instructions, all other material submitted by the offeror will

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be counted against the offerors page limitation.

All proposals must clearly and convincingly demonstrate that the prospective offeror has a thorough understanding of the requirements and associated risks. Additionally, the offeror must demonstrate ability, willingness, and competency to devote resources to meet the requirements. The offeror shall cross-reference the proposal to all solicitation criteria. Statements that the prospective offeror understands, can, and will comply with the specifications, using general statements paraphrasing or restating the statement of work requirements or parts thereof, with phrases such as "Standard procedures will be employed" or "Known techniques will be used" are inadequate and unsatisfactory. The proposals must clearly demonstrate the capability of the contractor to meet the requirements of the solicitation.

L-2. VOLUME I. TECHNICAL

A. The offeror shall describe the offerors ability to meet the delivery quantity as delineated in Section M Production Rate per Ordering Period of the solicitation. The offeror shall describe capability for receiving and inspection of material, manufacturing and inspection of ACE, packaging and shipping to meet this rate. The offeror shall identify whether capacity is on one or two shift rotation and whether additional facilities, equipment, and personnel will need to be obtained. A shift is considered to total 40 hours per week. The offeror shall describe the material/manufacturing resource planning program to demonstrate capability to track inventory, work instructions, inspection documentation, packaging, inspection and acceptance by Government, and shipping. The offeror shall list the certifications and training maintained by the manufacturing team. For in-house training, the offeror shall provide a short description of coursework material (3-5 sentences).

B. The offeror shall provide Quality Assurance certification, or basis for equivalency if not certified, for the quality system employed that meets the requirements of Section C in the SOW of the solicitation. The offeror may submit a copy of the offerors certification as evidence. For an equivalent system, the offeror shall provide a detailed list of ANSI/ASQ/ISO 9001 or AS9100 and ISO 17025 requirements with explanation of how the offeror complies with each requirement. The detailed list and explanation for an equivalent system shall not be included in the page count for the Technical Volume. The offeror shall describe the quality assurance program for managing subcontractor performance and quality. The offeror shall describe plans for conduct of a First Article Inspection and Test to include preparation, conduct, and resolution of issues.

C. The offeror shall describe the configuration management program for processing and implementing Government Engineering Change Proposals and internal changes with release to manufacturing IAW EIA-649.

D. The offeror shall provide at least one example of recent and relevant experience for each aspect of the production requirement. Recent experience is within the last five years. Relevant experience is work that is similar in nature to each aspect of this production requirement.

L-3 VOLUME II. PRICE

A. All information pertaining to price shall be confined to the price volume.

B.Review in this area is in accordance with FAR 15.404 (b) and (g), responsiveness and conformity to the solicitations requirements and FAR 15.403-1(c)(1)(i) Adequate Price Competition. Price all tooling necessary for manufacture. Make sure that in amortizing expenses that one portion of the offer is not overly burdened. NOTE: If the offeror's records are currently under audit cognizance of a Government audit agency, the address and telephone number of that office shall be furnished in the price proposal.

C.ACE CLIN Pricing Format: Include the solicitations Section B, schedule pages, fully filled in at each of the range prices and at each of the line item levels. In the CLIN narrative the offeror shall fill in the blanks under Unit Price column with Firm Fixed Pricing for all price ranges for all hardware CLINS. In addition to Section B, the offeror shall complete Section J Attachment Price Input Workbook W58RGZ-23-R-0068_XX XXX 2022 Tab: ACE Prices.

D.First Article Inspection and Test (FAI/T) Pricing Format: Include the solicitations Section B, schedule pages, fully filled in at each First Article Inspection/Test (FAI/T) CLIN. The offeror shall price each FAI/T CLIN to include the conduct of one FAI/T and delivery of one FAI/T item for all ordering periods. Only one FAI/T will be conducted per FAI/T CLIN but the FAI/T may occur in any ordering period. In the CLIN narrative the offeror shall fill in the blanks under Unit Price column with Firm Fixed Pricing for each ordering period. In addition to Section B, the offeror shall complete Section J Attachment Price Input Workbook W58RGZ-23-R-0068_XX XXX 2022 Tab: FAI/T Prices.

E.Component Parts CLINs Pricing Format: The offeror shall provide Firm Fixed Pricing in the Section B schedule for all ordering periods and ranges. Pricing shall be provided for each component item. In addition to Section B, the offeror shall complete Section J Attachment Price Input Workbook W58RGZ-23-R-0068_XX XXX 2022 Tab: Component Part Prices.

L-4 VOLUME III. RESPONSIBILITY DETERMINATION

A.SECTION 1 Pre-Award Survey is not applicable for the offerors proposal submission.

B.SECTION 2 Administrative Matters

Tabbed submissions shall include the following in the proposal submission:

a. Signed/executed page 1 of the basic RFP and all amendments.

b. Completed RFP Section K Certifications and Representations.

c. Certifications and Representations Sub-Tab - If the offeror has submitted and maintains current and complete annual certifications and representations to System for Award Management (SAM.gov), then so state. If not, include here the responses to all the clauses in the Section K portion of the solicitation.

d. Other Business Sub-Tab - On company letterhead, list the names, positions and telephone numbers, for those in the offeror's company that may negotiate terms and conditions and/or sign agreements with the government. List any restrictions the listed individual may have.

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*** END OF NARRATIVE L0001 ***

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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

M-1. General

The Government will evaluate all proposals for technical acceptability, then conduct a price evaluation of each. The Government intends to award a contract without discussions with offerors (except clarifications, as warranted and as described in FAR 15.306(a)). Therefore, the offerors initial proposals should contain the offerors best terms in all areas. The Government reserves the right to conduct discussions if the Procuring Contracting Officer (PCO) later determines them to be necessary. The Government intends to award to one offeror on a Lowest Price Technically Acceptable (LPTA) basis in order to procure the ACE Production requirement. A rating of Unacceptable for any factor or sub-factor may lead to an overall rating of Unacceptable resulting in elimination of the offeror for award consideration. The source selection process will be conducted as follows:

Step One: The evaluation process will begin with an initial assessment of all Offerors price proposals from the lowest to highest. The U.S. Government will determine each proposals total evaluated price as calculated using estimated quantities. The price data from each offerors completed Section J Attachment Price Input Workbook W58RGZ-23-R-0068_XX XXX 2022 will be used to calculate the initial evaluated price in accordance with Section M-3 Price. The USG will complete evaluation of price in accordance with Section M-3. The Procuring Contracting Officer may limit the competitive range to no more than five offerors.

Step Two: Following the initial assessment and pricing evaluation pursuant to Section M-3; the proposals will then be evaluated for technical acceptability under the non-price factors, in accordance with the evaluation criteria set forth in Sections M-2 and M-4. Proposal(s) will be evaluated for Technical and Responsibility Determination Factors. The proposals rated Acceptable for all factors will be ranked lowest to highest price. The U.S. Government may conduct a pre-award survey of an offeror at this point in the source selection evaluation. Award will be made upon identification of a successful offer with the lowest price and ACCEPTABLE non-price factors. If at any time during the evaluation process or pre-award survey an offeror is found to be unacceptable then the offeror may be eliminated from further evaluation. If the lowest price offeror is found unacceptable, the U.S. Government will continue evaluation with the next lowest price offeror.

A Source Selection Evaluation Board (SSEB) of subject matter experts will be established to evaluate all proposals submitted. The evaluation team will be subdivided into factor teams, Technical and Price. Each Factor Team will be led by a Factor Team Chief. Furthermore, each Factor Team will be responsible for the evaluation of the specific volume associated with their factor. Government personnel shall serve as primary evaluators. This source selection may utilize non-government personnel as advisors from the following companies:

a. KBR, LLC
   ATTN: Kristin Schernikau, Lead Contracts Specialist
   22309 Exploration Dr\~
   Lexington Park, MD 20653\~
   Cite: FA8075-14-D-002/ DT 16-1418
   Office: +1 301.866.2268\~
   kristin.schernikau@us.kbr.com

b. Wavelink
   ATTN: Rhonda Madison, Project Control Analyst/Pricing
   7800 Madison Blvd, Suite 504
   Huntsville, AL 35806
   Cite: Contract Number: W31P4Q-18-F-B002
   Email: "mailto:rmadison@wavelink.com "
   (256)776-7216x.710

Non-government advisors may participate in the proposal evaluation process on an as needed basis and per the formal direction of the Procuring Contracting Officer (PCO). Responsibilities for non-government persons shall be specific to a subject matter expertise review and guidance as related to the responsiveness of the proposals to technical requirements. Non-governmental personnel shall have no input in determining proposal ratings or rankings. Any non-government person will act as a subject matter expert in determining whether solicitation requirements can be met but will not be permitted to determine ratings or rankings.

The Pre-award Survey, if conducted, will be led by Defense Contract Management Agency (DCMA). Guidelines for requesting a Pre-award Survey are provided in Defense Federal Acquisition Regulations System (DFARS) Procedures, Guidance and Information (PGI) 209.106 Pre-Award surveys. The SSEB evaluations and determinations will be documented in working worksheets and compiled into a final report, complete with valid formulas and not password protected. The SSEB will use the Virtual Contracting Enterprise Acquisition Source Selection Interactive Support Tool (ASSIST) platform for the electronic submission of proposals and recording of the SSEB evaluation documentation.

1) *)Evaluation Documentation

Worksheets. The evaluation worksheets in Appendix B- Technical and Appendix C Price shall be used to record all associated evaluation results. The individual evaluator shall record his/her rating and findings for each sub-factor on the appropriate worksheet. The worksheets shall provide the Evaluation Criteria and the Standard of Proof supporting the rating determination of acceptable or unacceptable. Individual evaluator worksheets are important as narrative support and documentation for the evaluation and shall be maintained for record purposes. The narrative justification for the evaluation results will be finalized at the conclusion of all deliberations. The Responsibility Determination Factor does not have worksheets. The Factor Team Chief will document determination in the Final Report. The Pre-award Survey, if done, will be documented in the Final Report as an appendix.

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Final Report. The Final Report shall document each Factor Team Chiefs findings and determinations, in narrative description with supporting detail, upon completion of proposal evaluation.
M-2 Technical Factor
Technical: Evaluated proposals will receive an Acceptable or Unacceptable rating for the Technical Factor evaluation. The evaluation process will determine whether an offerors Production Capability, Quality Assurance, Configuration Management, and Recent and Relevant Experience are technically acceptable in the following areas:i.) Production Capability The evaluation will determine if the offeror meets the solicitation requirements for production capability to order, receive, manufacture, assemble and inspect, package and ship at the production rates listed below in Production Rates per Ordering Period. The evaluation will determine if the offeror has a material/manufacturing resource planning program to support the production capability.

Production Rates per Ordering Period (Ordering Period is equivalent to 12 months)
ACE Vest / Harness Assembly PN 1081467-1-X: Qty 4,000 total over all sizes
ACE LPU Assembly (LPU-42/P) PN 1081668-1-1: Qty 3,200
Aviation Holster Assembly PN 2-4-1027, Type III, Class 4: Qty 4,000

ii) Quality Assurance The evaluation will determine if the offeror meets the solicitation requirements for having a Quality System IAW ANSI/ASQ/ISO 9001 or AS9100 and ISO 17025 or equivalent system as agreed between the contractor and the Government and if the offeror meets the solicitation requirements for managing subcontractor performance and quality. Evidence may be via copy of certificate or description of compliance justifying the claim of equivalency to each of the requirements within the standard under which equivalency is being claimed The offerors process for conduct of First Article Inspection and Test will be evaluated to determine if the offeror meets the solicitation requirements for FAI/FAT IAW Solicitation Section C, Statement of Work Paragraph 5.6.
iii) Configuration Management The evaluation will determine if the offeror has an established configuration management program that provides for receipt of USG developed engineering change proposals, internal change proposals, and status accounting process for release of documentation to manufacturing IAW EIA-649.

iv) Relevant and Recent Experience - The evaluation will determine if the offeror has provided at least one example of recent and relevant experience for each aspect of the production requirement. Recent experience is within the last five years. Relevant experience is work that is similar in nature to each aspect of this production requirement.
M-3 Price Factor.
The Firm-Fixed-Price (FFP) proposal will be evaluated in accordance with following:
Pricing evaluation shall be based on adequate price competition in accordance with FAR 15.403-1(c)(1)(i)).
Evaluated Pricing: The Evaluated Pricing (EP) will be calculated by the Price Team using Government estimated quantities and the offerors proposed pricing. The Total Estimated Price will sum the ACE CLINs, FAI/T CLINs, and Component Parts CLINs pricing as calculated by the Price Team. The Engineering Change Proposal CLIN will not be included and is not priced by the offeror. Contract Data Requirements List (CDRLs) CLIN are not separately priced.

The offers will subsequently be evaluated utilizing price analysis techniques to determine if the price is complete, balanced and reasonable. Price analysis techniques may include but shall not be limited to historical data comparison and or comparison to Independent Government Cost Estimate where historical data is not available.

(a) Compliance with Section L-3 VOLUME II. PRICE: The Price proposal submitted by the offeror will be evaluated for compliance based upon the submission requirements contained in Section L-3 VOLUME II. PRICE instructions.

(b) Unbalanced Pricing: The offerors Price proposal will be evaluated for unbalanced pricing as defined in FAR 15.404-1(g). Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over- or understated as indicated by the application of cost and price analysis techniques. Offerors are cautioned that a proposal the Government assesses to be unbalanced as to price, may either be rejected or determined unacceptable for award. See FAR 15.404-1(g) for information on unbalanced pricing.

(c) Reasonableness: The Price propos al submitted by the offeror will be evaluated to determine if it is reasonable. In accordance with FAR 31.201-3, a cost/price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.
M-4 Responsibility Determination.
i. In order to be determined Responsible, an offerors proposal must be Acceptable for all administrative matters. A compliance check of the offerors proposal against the requirements in Section L of this RFP will be conducted. Offerors determined to be Responsible will receive Acceptable rating for the Responsibility Determination. This evaluation will include administrative matters while the necessity of conduct of the Pre-Award Survey will be determined by the PCO Pre-Award Survey. An offeror may have to pass a full or tailored Pre-Award Survey conducted by a government team. The decision for conduct of a Pre-Award Survey will be within the Procuring Contracting Officers (PCO) discretion. The PCO may use CPARs information to determine need for Pre-Award Survey. The Pre-Award Survey, if conducted, will be conducted at the offerors manufacturing facility. Pre-Award Surveys may also be conducted at the facilities of subcontractors if offerors propose that subcontractors produce a major end item. The following may be evaluated: Production Capability; Quality Assurance Capability to include Configuration Management, Government Property Control and Packaging; Financial Capability; and Accounting System. A deficiency or weakness in any one or more of these areas of evaluation may result in a determination that the offerors Pre-Award Survey is Unacceptable. An Acceptable evaluation is defined as Pre-Award Survey demonstrating that the offeror has the capabilities listed herein above and is capable of performing the required effort. A rating of Acceptable will be assigned to

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offerors determined to have an Acceptable Pre-Award Survey.

ii. Other Administrative Matters The proposal will be evaluated to determine that all other administrative matters are in order for potential contract with the U.S. Government. Proposals exhibiting currency and completeness in Other Administrative Matters will be rated as Acceptable. The following will be evaluated:

i) To be determined as responsive, proposals must comply with all terms, conditions, and requirements stated in the solicitation.

ii) Certifications and Representations and Other Matters. Currency with Certifications and Representations in System for Award Management (SAM.gov), will be evaluated. If on-line SAM is incomplete, submission in response to the clauses in the solicitations Section K will be evaluated

iii) Eligibility for award. In good standing and debarment status will be evaluated

iv) Possession of a current Contractor and Government Entity Code (CAGE)

v) Possession of a current Unique Entity ID (UEI)

vi) Possession of a current Taxpayer Identification Number (TIN) and DUNS Number.

*** END OF NARRATIVE M0001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

CHANGED EF60001 52.246-11 01-DEC-2014 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT

(a) The contractor shall comply with the higher-level quality standard(s) listed below.

Quality Management System-Requirements ANSI/ISO/ASQ 9001:2015 15 SEP 2015

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

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

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

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

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

(End of clause)

SECTION I - CONTRACT CLAUSES

AUTO	IF00409	52.204-13	01-OCT-2018	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
AUTO	IF00419	52.204-18	01-AUG-2020	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE
AUTO	IF00028	52.212-4	01-NOV-2021	CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
ADDED/PUSH	IF00461	52.219-6	01-NOV-2020	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
ADDED/PUSH	IF00138	52.227-1	01-APR-1984	AUTHORIZATION AND CONSENT (JUN 2020) -- ALTERNATE I (APR 1984)
ADDED/PUSH	IF00140	52.227-2	01-JUN-2020	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
ADDED/PUSH	IF00141	52.227-3	01-APR-1984	PATENT INDEMNITY
ADDED/PUSH	IF00144	52.227-9	01-APR-1984	REFUND OF ROYALTIES
ADDED/PUSH	IF00411	52.232-39	01-JUN-2013	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS
AUTO	IF00414	52.232-40	01-NOV-2021	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS
AUTO	IA00354	252.204-7012	01-DEC-2019	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING
AUTO	IA00339	252.204-7015	01-MAY-2016	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT
AUTO	IA00373	252.204-7018	01-JAN-2021	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES
AUTO	IA00378	252.204-7020	01-MAR-2022	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS
AUTO	IA00388	252.225-7056	01-MAY-2022	PROHIBITION REGARDING BUSINESS OPERATION WITH THE MADURO REGIME
ADDED/PUSH	IA00076	252.227-7013	01-FEB-2014	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS
ADDED/PUSH	IA00080	252.227-7015	01-FEB-2014	TECHNICAL DATA--COMMERCIAL ITEMS
ADDED/PUSH	IA00081	252.227-7016	01-JAN-2011	RIGHTS IN BID OR PROPOSAL INFORMATION
ADDED/PUSH	IA00089	252.227-7025	01-MAY-2013	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS
ADDED/PUSH	IA00090	252.227-7026	01-APR-1988	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE
ADDED/PUSH	IA00091	252.227-7027	01-APR-1988	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE
ADDED/PUSH	IA00092	252.227-7030	01-MAR-2000	TECHNICAL DATA--WITHHOLDING OF PAYMENT

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ADDED/PUSH	IA00096	252.227-7037	01-APR-2022	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
ADDED/PUSH	IA00275	252.227-7038	01-JUN-2012	PATENT RIGHTS -- OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)
AUTO	IA00376	252.232-7017	01-APR-2020	ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS--PROHIBITION ON FEES AND CONSIDERATION
CHANGED	IF60003	52.209-3	01-JAN-1997	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997)

(a) The Contractor shall test one (1) unit(s) of Lot/Item CLINs: 1006, 1031, 1038, 1040, 1042, 1044, and 1046 as specified in this contract. At least 20 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 180 calendar days from the date of this contract to https://topvue.peoavn.army.mil/topvue-pmaw/ marked First Article Test Report: Contract No. -TBD-, Lot/Item No. CLINs: 1006, 1031, 1038, 1040,1042, 1044, and 1046. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

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

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)

AUTO/CHANGE	IF60010	52.212-5	01-OCT-2022	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2022)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division

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E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

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

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

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

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

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

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

____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021)(41 U.S.C. 4704 and 10 U.S.C. 2402).

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

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

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

____(5) [Reserved].

____(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

____(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

____(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021) (31 U.S.C. 6101 note).

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

____(10) [Reserved]

____(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

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

____(12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____(13) [Reserved]

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

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

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

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

____(ii) Alternate I (MAR 2020) of 52.219-7.

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

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____(16) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)).

____(17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).

____(ii) Alternate I (NOV 2016) of 52.219-9.

____(iii) Alternate II (NOV 2016) of 52.219-9.

____(iv) Alternate III (JUN 2020) of 52.219-9.

____(v) Alternate IV (SEP 2021) of 52.219-9.

____(18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

____(ii) Alternate I (MAR 2020) of 52.219-13.

____(19) 52.219-14, Limitations on Subcontracting (OCT 2022)(15 U.S.C. 637(a)(14)).

____(20) 52.219-16, Liquidated Damages--Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

____(21) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022)(15 U.S.C. 657 f)

____(22)(i) 52.219-28, Post Award Small Business Program Rerepresentation (OCT 2022)(15 U.S.C. 632(a)(2)).

____(ii) Alternate I (MAY 2020) of 52.219-28.

____(23) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (OCT 2022) (15 U.S.C. 637(m)).

____(24) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (OCT 2024) (15 U.S.C. 637(m)).

____(25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

____(26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).

____(27) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

____(28) 52.222-19, Child LaborCooperation with Authorities and Remedies (Jan 2022) (E.O. 13126).

____(29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

____(30)(i) 52.222-26, Equal Opportunity (Sep 2016)(E.O. 11246).

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

____(31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212).

____(ii) Alternate I (July 2014) of 52.222-35.

____(32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020)(29 U.S.C. 793).

____(ii) Alternate I (July 2014) of 52.222-36.

____(33) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Jun 2020)(38 U.S.C. 4212).

____(34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

____(35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

____(36) 52.222-54, Employment Eligibility Verification (May 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products and commercial services as prescribed in FAR

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22.1803.)

____(37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).

____(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).

____(40)(i) 52.223-13, Acquisition of EPEAT[supreg]-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

____(ii) Alternate I (Oct 2015) of 52.223-13.

____(41)(i) 52.223-14, Acquisition of EPEAT[supreg]-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

____(ii) Alternate I (Jun 2014) of 52.223-14.

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

____(43)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

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

____(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
____(45) 52.223-20, Aerosols (June, 2016) (E.O. 13693).
____(46) 52.223-21, Foams (June, 2016) (E.O. 13693).
____(47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
____(ii) Alternate I (JAN 2017) of 52.224-3.
____(48)(i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

____(ii) Alternate I (OCT 2022) of 52.225-1

____(49)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (OCT 2022) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____(ii) Alternate I (JAN 2021) of 52.225-3.

____(iii) Alternate II (JAN 2021) of 52.225-3.

____(iv) Alternate III (JAN 2021) of 52.225-3.

____(v) Alternate IV (OCT 2022) of 52.225-3.

____(50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____(51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

____(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)(42 U.S.C. 5150).

____(55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

____(56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commericial Services (NOV 2021)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).

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____(57) 52.232-30, Installment Payments for Commercial Products and Commericial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____(58) 52.232-33, Payment by Electronic Funds Transfer -- System for Award Management (Oct 2018)(31 U.S.C. 3332).

____(59) 52.232-34, Payment by Electronic Funds Transfer -- Other Than System for Award Management (Jul 2013)(31 U.S.C. 3332).

____(60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____(61) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

____(62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

____(63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021)(46 U.S.C. 55305 and 10 U.S.C. 2631).

____(ii) Alternate I (Apr 2003) of 52.247-64.

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

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

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

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

____(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

____(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____(7) 52.222-55, Minimum Wages Under Executive Order 14026 (Jan 2022) (E.O. 14026).

____(8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

____(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

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

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

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

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

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

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services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2022) (41 U.S.C. 3509).

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

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

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

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

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

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

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

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

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

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

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

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

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

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

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

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

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

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(End of Clause)

CHANGED IF60232 52.216-18 01-AUG-2020 ORDERING

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

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

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

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

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

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

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

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

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

(End of clause)

CHANGED IF60020 52.216-19 01-OCT-1995 ORDER LIMITATIONS

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $100,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of -$TBD-;

(2) Any order for a combination of items in excess of -$TBD-; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

CHANGED IF60123 52.216-22 01-OCT-1995 INDEFINITE QUANTITY

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

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

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in the Schedule as the minimum.

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

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

(End of Clause)

CHANGED IF60025 52.217-9 01-MAR-2000 OPTION TO EXTEND THE TERM OF THE CONTRACT

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 TBD.

(End of Clause)

CHANGED IF60233 52.219-14 01-OCT-2022 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-O0008)
(a) This clause does not apply to the unrestricted portion of a partial set-aside.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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evaluation preference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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AUTO	KA00020	252.225-7055	01-MAY-2022	Representation Regarding Business Operations with the Maduro Regime
ADDED/PUSH	KA00005	252.227-7017	01-JAN-2011	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS
ADDED/PUSH	KA00006	252.227-7028	01-JUN-1995	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT
CHANGED	KF60009	52.204-8	01-MAY-2022	ANNUAL REPRESENTATIONS AND CERTIFICATIONS

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 315990.

(2) The small business size standard is 500.

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

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

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

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

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

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

[___] (i) Paragraph (d) applies.

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

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

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

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

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

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

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

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

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

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

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

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

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

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

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

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

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

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

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

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

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

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

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

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

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

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

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(C) If the acquisition value is $50,000 or more but is less than $92,319, the provision with its Alternate II applies.

(D) If the acquisition value is $92,319 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

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

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

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

____(i) 52.204-17, Ownership or Control of Offeror.

____(ii) 52.204-20, Predecessor of Offeror.

____(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

____(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

____(v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

____(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPADesignated Products (Alternate I only).

____(vii) 52.227-6, Royalty Information.

____(A) Basic.

____(B) Alternate I.

____(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

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

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

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AUTO	KF70056	52.204-24	01-NOV-2021	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
AUTO	KF70008	52.212-3	01-OCT-2022	OFFERORS REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2022) --ALTERNATE I (OCT 2014)
ADDED/PUSH	KF70028	52.227-6	01-APR-1984	ROYALTY INFORMATION
AUTO	KA70051	252.204-7017	01-MAY-2021	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION
AUTO	KA70062	252.239-7098	01-APR-2021	PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES--REPRESENTATION (DEVIATION 2021-O0003)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

AUTO	LF00053	52.204-7	01-OCT-2018	SYSTEM FOR AWARD MANAGEMENT
AUTO	LF00055	52.204-16	01-AUG-2020	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING
AUTO	LF00060	52.212-1	01-NOV-2021	INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
ADDED/PUSH	LF00025	52.215-1	01-NOV-2021	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION
AUTO	LA00024	252.204-7019	01-MAR-2022	NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS
AUTO	LA00016	252.215-7008	01-JUL-2019	ONLY ONE OFFER
CHANGED	LF60021	52.215-3	01-OCT-1997	REQUEST FOR INFORMATION OR SOLICITATION FOR PLANNING PURPOSES

(a) The Government does not intend to award a contract on the basis of this solicitation or to otherwise pay for the information solicited except as an allowable cost under other contracts as provided in subsection 31.205-18, Bid and proposal costs, of the Federal Acquisition Regulation.

(b) Although proposal and offeror are used in this Request for Information, your response will be treated as information only. It shall not be used as a proposal.

(c) This solicitation is issued for the purpose of: Solicitation for Planning Purposes

(End of Provision)

DRAFT - MARKET RESEARCH