

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA – FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 76	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

SALIENT CHARACTERISTICS**Salient Characteristics****CLIN 0001: 3.7m Reflector system (4ea): 3.7m 4pc nominal Antenna Dual Powered**

Gibraltar mount system: The contractor shall provide and install four (4ea) full functional motorized 3.7m RX c/KU-band Antenna Systems consisting of the following minimum characteristics:

1. 3.7m 4pc nominal Antenna Dual Powered Gibraltar mount system will consist of: A 3.7m 4pc solid spun aluminum antenna, sectioned into 4 piece completing the antenna. Axial or front feed ATC feedhorn being a 2 port C band and 2 Port Ku band motorized feedhorn with Heavy duty feed struts and a feed horn cover. Feedhorn is RX only linear polarity. Dual Powered Az-El mounting pedestal is motorized in azimuth using a 60:1 gear box powered with a 36V DC hall sensor motor allowing for 200 + degrees of continuous travel. Elevation is powered with a 36" actuator powered supplied by a 36V DC reed count motor allowing for 2 deg to 88 deg of travel without changes to elevation adjustments. Full travel of 0 to 90 achievable with adjustments (*Similar to the DH antenna system*). DC motors are driven with and powered using the system Antenna controller, must be able to access via web (*Similar to Research Concepts 2000A controller and a RCI 2kpol option supplied in the Rc2000A to allow skew adjustment to the ATC 4 port feed horn. Webserver option board will allow for access to the Rc2000A via web option*). Dual Powered Gibraltar is a hot dip galvanized and supporting hardware is Duracon coated. Hardware with threaded rods for adjustment will need cold galvanized after installation. Norsat lnb's for both C band ports are PLL +/-5Khz stable part 3120. Ku band lnb's for each Ku port are part 1107ha, PLL +/-10Khz stable.
2. Full de-icing for the 3.7m will be 208/3 phase offered with a monitor and control remote option including 250' of cabling De-icing is to be installed at installation site.
3. Filters for 5G frequencies from 4.0 to 4.2Ghz.
4. Lightning Arresting Down Conductors
5. L-Band Cabling and Electrical: L-Band cabling 200' each run and related connectors Conduit runs between indoor equipment and antenna foundation include installation (50' of excavation) Electrical power for De-ice, Motorization, and Utility at the antenna
6. Engineering and permit: Engineering Local permit, Ground Survey (ground penetration radar if required)
7. Install Concrete Antenna Foundation Pad (4ea)
8. Foundation and Grounding: Foundation, Kit, Halo grounding
9. Labor: Site survey and layout, Installation labor, De-ice installation labor

10. Shipping: 3.7m Antenna Reflector system

CLIN 0002: 5G filters for all C band feed (50ea): The contractor shall provide and install 5G phase 2 filters:

1. C-Band 5G Bandpass Radar Filter (4000-4200 MHz), 5G filter 2nd phase to eliminate interference 5G frequency spectrum will be install on all 3.2m antennas, 5m Simulsat C-band feeds (21 C-Band Feeds), two (2) 4.8m antennas (2 C-Band feeds each).

CLIN 0003: Remove existing 3.2m Satellite Antennas (4ea):

1. Removal of existing antennas (4ea) and mounts (4ea)

CLIN 0004: Miscellaneous Consumables Supplies:

1. Miscellaneous Consumables Supplies: Connectors, cable management systems, cable protective wrap, sealing tape
2. Rental Equipment: crane, man lift, reach forklift, Alignment tape
3. Contractors Travel expenses: Hotel, Airfare, Meals, Rental car

CLIN 0005: Satellite Antenna repair lift: The contractor shall deliver a fully functional electric articulating boom lift consisting of the following minimum characteristics:

1. Electric articulating boom lift, quiet emission-free operation. Can easily work close to buildings or around obstacles and access overhead work from aisles and other congested areas. Zero tail swing and zero front arm swing in stowed and raised positions allow for work in tight spaces. Compact chassis for narrow aisle access, 30% gradeability and 4 mph travel speed 4 ft articulating jib with a 139° vertical rotation to accurately position workers. 180° hydraulic platform rotation and self-levelling platform for easy operation. Motor controller eliminates the need for forward/reverse contacts or speed sensors, reducing complexity and improving reliability of the drive system. With Max Working Height 40 ft 6 in, Max Horizontal Reach 22 ft 3 in, Max Up and Over Clearance (riser extended) 15 ft. (similar to the Genie Z-34/22 DC electric Boom)

CLIN 0006: Antenna Pressurized Dehydrator System With Redundance: The contractor shall provide and install a fully functional Antenna Pressurized Dehydrators system with redundance for the existing four (4ea) Satellite Antennas (3.7m, 7.3m, [2] 4.8m) consisting of the following minimum characteristics:

1. Output Capacity - Normal: 1,200 SCFD (34 SCMD) Continuous, Maximum: 1,500 SCFD (42.5 SCMD) Emergency. Power Requirements - 110 - 125 VAC, 7.0 Amps 50/60 Hz. Outlet Pressure Range - 0.3 - 7.5 PSIG (2.07 - 51.71KPa), Outlet Air Relative Humidity - Less than 2% RH. Dehydrating Method - Heatless Desiccant, Compressor Type - Two-Cylinder, 3/4 HP, Oil-less Type. Noise Level - 48 dBA at 10' (3 m), Alarms - Standard Alarms - Complete readings of all critical measurement points, individual alarm indication display, Must including SNMP Communication. Outlet Connections - 3/8" Press-to-Lock Tube Fitting. (Similar to ALTEC AIR P1500WLP Dehydrator).
2. 4 Port Outlet Manifold Kit (Similar to ALTEC AIR P012099 4 port manifold kit).
3. 1000 feet of 3/8" poly tubing (Similar to ALTEC AIR PMP26A20 tubing).

4. Cable (Dehydrator to Cycle Kit)

CLIN 0007: Fiber Tester (2ea.): The contractor shall provide 2ea.

1. Measures Fiber Attenuation, Tests for Electrical Opens and Shorts, Includes both RX and TX Units, Touch Screen Color Display, Lemo Stainless Steel Connectors. Tests Performed: Fiber Loss, Electrical Shorts and Opens, Connector Interface: Lemo SMPTE Socket (RX Unit), Lemo SMPTE Plug (TX Unit), Color Touch Screen Display, Small hand carry 3.125" W x 6.5" H x 1.75" D. (Similar to Clark Wire & Cable CWT-SMPTE - SMPTE 311/304 Fiber Optic Cable Tester CWT-SMPTE)

CLIN 0008: Fiber Receivers (50ea.): The contractor shall provide 50ea.

1. Miniature L-Band/Wideband Fiber Receiver 2307LR (direct connect to back of Evertz XPRF router Evertz PN/CN 2307LR)

CLIN 0009: Rack Mount Mini Spectrum Analyzer (2ea.): The contractor shall provide 2ea.

5 MHz - 2500 MHz Rack Mount Mini Spectrum Analyzer, Single Input, BNC Connector, LNB Power Option, Mounting Bracket, Ethernet with the following specifications:

- Frequency Range: MSNG-2500C: 5MHz – 2,500MHz
- Span Width: Up to 1300 MHz (Dependent on Center Frequency)
- Resolution Bandwidth: 10KHz, 100KHz, 300KHz, 1MHz
- RF Sensitivity: Greater than -85 dBm Typical
- Reference Levels: Selectable -10 dBm, -30 dBm, & -50dBm (front panel) (5dBm increments in GUI)
- Scale: 5 dB/Div & 2 dB/Div
- Dynamic Range: 40 dBm on Application Window (50dBm GUI window)
- Amplitude Accuracy: ± 1 dB typical
- Frequency Accuracy: ± 1 KHz typical
- MAX RF Input: 25 VDC MAX (DC Blocked), +30dBm (1W)
- Input Impedance: 50 Ω
- Amplitude Range: 0 dBm to -85 dBm
- Input Connector: Input 1: "BNC" is standard. F, TNC, SMA, N available. Input 2: Optional
- LNB Power: 13-18V, 22kHz (Optional)
- Operating Temperature Range: -10°C to +60°C
- Size: 6.625" L x 8.375" W x 5.0" H

- Weight: 4.6lbs
- Power Requirements: +15 VDC @ 1 amp typical
- Display: 5.7" TFT-LCD, 640x480 (VGA), 16-Bit RGB
- (With the similar specifications as AVCOM MSNG-2500C1BLME)

CLIN 0010: 9 kHz to 3 GHz Spectrum Analyzer with Tracking Generator (1ea.): The contractor shall provide. 9 kHz to 3 GHz Spectrum Analyzer with Tracking Generator with the following specifications:

- Frequency range: From 9 kHz to 3 GHz
- Resolution: 1 Hz
- Frequency reference Accuracy: \pm (period since last adjustment X aging rate) + stability over temperature + supply voltage stability
- Aging rate: ± 1 ppm max.
- Frequency stability: ± 0.025 ppm
- Over temperature supply voltage stability: ± 0.02 ppm
- Frequency readout accuracy Start, stop, center marker: \pm (marker frequency indication X frequency reference accuracy + 10% RBW + frequency resolution)
- Trace points: Max 601 points, min 6 points
- Marker frequency counter resolution: 1 Hz, 10 Hz, 100 Hz, 1 kHz
- Accuracy: \pm (marker frequency indication X frequency reference accuracy + counter resolution)
- Frequency span: 0 Hz (zero span), 100 Hz to 3 GHz
- Resolution: 1 Hz
- Accuracy: \pm frequency resolution
- Phase noise Offset from carrier: $F_c = 1\text{GHz}$; RBW = 1 kHz, VBW = 10 Hz; Average ≥ 40
- 10 kHz: < -88 dBc/Hz typ.
- 100 kHz: < -95 dBc/Hz typ.
- 1 MHz: < -113 dBc/Hz typ.
- Resolution bandwidth (RBW) filter: From 1 Hz to 1 MHz in 1-3-10 sequence
- Accuracy: $\pm 8\%$ (RBW = 1 MHz), $\pm 5\%$ (RBW < 1 MHz)
- Shape factor: $< 4.5:1$
- Video bandwidth (VBW) filter bandwidth: From 1 Hz to 1 MHz in 1-3-10 sequence (-3 dB bandwidth)
- (With similar Specifications as AE-167 - 3 GHz Spectrum Analyzer with Tracking Generator)

CLIN 0011: 3-Channel Low-Profile ADA Cable Protectors for .75" Lines (30ea.): The contractor shall provide. 30ea. 3-Channel Low-Profile ADA Cable Protectors for .75" Lines with the following specifications:

- Load Capacity Per Axle 54000 lbs., Load Capacity Per Tire 27000, length (Inches) 39.75, Width (Inches) 30.38, Height (Inches) 1.25, Max Cable Outside Diameter (Inches) 0.75 in., Number of Channels 3-Channels, Connector Type Dog Bone Connector, Channel

Width 1.25 (Similar to 3-Channel Low-Profile Guard Dog ADA Cable Protectors - GD3X75-O/B)

CLIN 0012: 4 Wheel Transport Cart for Cable Protectors (3ea): The contractor shall provide 3ea. 4 Wheel Transport Cart for Cable Protectors with the following specifications:

- length (Inches) 32, Width (Inches) 26, Height (Inches) 42.5. (Similar to 4 Wheel Transport Cart for Cable Protectors - Model No CT4W-ST).

CLIN 0013: Other Direct Costs/Material (ODC): Other Direct Costs/Material. Provides the Government the ability to account for unforeseen costs associated with this project. All other direct costs (ODCs) shall annotate the specific detail (e.g., quantity, part number, manufacturer, etc.) to include supporting documentation to justify the costs (i.e., price quotes, price history, etc.). No profit will be authorized for ODCs. This ODC will be \$25,000.

PWS 9.1.22

PERFORMANCE WORK STATEMENT (PWS)
As of 01/September/2022

Contract Number:	TBD
Task Order Number:	N/A
Tracking Number:	N/A
Follow-on to Previous Contract and Task Order Number:	N/A

1. Contracting Officer Representative (COR).

a. Primary COR.

Name:	Bill Dingman
Organization:	
Department of Defense Activity Address Code (DODAAC):	HQ0516
Address:	6700 Taylor Avenue, Fort Meade, MD 20755
Phone Number:	
Fax Number:	
E-Mail Address:	

b. Alternate COR.

Name:	James Stegemann
Organization:	
DODAAC:	HQ0516
Address:	6700 Taylor Avenue, Fort Meade, MD 20755
Phone Number:	
Fax Number:	
E-Mail Address:	

2. Contract or Task Order Title. Scheduled Tech Refresh of Satellite Facility

3. Background. Defense Media Activity is looking to perform a scheduled technical refresh upgrade of their satellite facility. Eleven years ago, DMA Technicians installed dishes at the satellite facility that came from our old facilities at Crystal City, VA and Naval Media Center, Anacostia. The dishes are starting to show wear and tear. In 2011, the mission requirements for DMA were about 40 to 50 downlinks a year. There were over 150 downlinks last year and we are forecasting to do more than that this year. At our satellite facilities current state, it is hard to

keep up with the growing mission of DMA. With this technical refurbishment we look to upgrade satellite facility so we can keep up with the continuous growing mission of DMA.

4. Objectives: This is a new requirement to provide a technical refurbishment to DMA's satellite facility. This will include new steerable downlink dishes Axial or front feed only with heaters (Ku and C Band with filters). Work to include all cabling from the antenna building to the antennas, any rental equipment needed, or supplies provided by the contractor for a turnkey solution.

5. Scope. The contractor shall provide new fully functional satellite antenna systems, including construction of the concrete pad to support the antenna, Gibraltar mount system Pedestals, all necessary cabling from the dishes to the equipment racks in the antenna building through the existing conduit, and a de-icing system. Additionally, the contractor shall provide new fully functional Redundant Antenna pressurized Dehydrator, all necessary cabling from the dishes to the equipment racks in the antenna building through the existing conduit located at Fort Meade, MD 20755.

6. Performance Requirements.

6.1. Install four (4ea) 3.7M Antenna Systems

6.1.1. The contractor shall install a four (4ea) fully functional motorized 3.7m RX C/Ku-band Antenna System consisting of the following minimum characteristics:

11. Antenna Reflector system: 3.7-meter 4pc nominal Antenna Dual Powered Gibraltar mount system will consist of: A 3.7m 4pc solid spun aluminum antenna, sectioned into 4 piece completing the antenna. Axial or front feed ATC feedhorn being a 2 port C band and 2 Port Ku band motorized feedhorn with Heavy duty feed struts and a feed horn cover. Feedhorn is RX only linear polarity. Dual Powered Az-El mounting pedestal is motorized in azimuth using a 60:1 gear box powered with a 36V DC hall sensor motor allowing for 200 + degrees of continuous travel. Elevation is powered with a 36" actuator powered supplied by a 36V DC reed count motor allowing for 2 deg to 88 deg of travel without changes to elevation adjustments. Full travel of 0 to 90 achievable with adjustments (*Similar to the DH antenna system*). DC motors are driven with and powered using the system Antenna controller, must be able to access via web (*Similar to Research Concepts 2000A controller and a RCI 2kpol option supplied in the Rc2000A to allow skew adjustment to the ATC 4 port feed horn. Webserver option board will allow for access to the Rc2000A via web option*). Dual Powered Gibraltar is a hot dip galvanized and supporting hardware is Duracon coated. Hardware with threaded rods for adjustment will need cold galvanized after installation. Norsat LNB's for both C band ports are PLL +/-5Khz stable part 3120. Ku band LNB's for each Ku port are part 1107ha, PLL +/-10Khz stable.

12. De-ice System: Full de-icing for the 3.7m will be 208/3 phase offered with a monitor and control remote option including 250' of cabling De-icing is to be installed at installation site.
13. Foundation and Grounding: Foundation, Ground Survey (ground penetration radar if required), dig permits, Halo grounding Kit
 - Filters for 5G frequencies from 4.0 to 4.2Ghz.
 - Lightning Arresting Down Conductors
 - L-Band Cabling and Electrical: L-Band cabling 200' each run and related connectors Conduit runs between indoor equipment and antenna foundation include installation (50' of excavation) Electrical power for De-ice, Motorization, and Utility at the antenna. Circuit breakers needed for deicing systems.
 - Engineering and permit: Engineering Local permit, dig permit, Ground Survey (ground penetration radar if required)
 - Concrete Antenna Foundation Pad,
 - Labor: Site survey and layout, Installation labor, De-ice installation labor

6.1.2 The contractor shall test and operate four (4) 3.7m Antenna Systems

- Verify antennas able to receive signals North America Domestic Arc from 83°W to 139°W
- Verify De-Icing systems operate properly in auto and manual modes

Deliverables: four (4ea) fully functional motorized 3.7m RX C/Ku-band Antenna Systems

6.2 Install Antenna Pressurized Dehydrator Redundant System

6.2.1. The contractor shall install a fully functional Antenna Pressurized Dehydrator Redundant system that feeds the current satellite antennas 3.7m, 2ea 4.8m, 7.3m, with the following minimum characteristics:

- Output Capacity - Normal: 1,200 SCFD (34 SCMD) Continuous, Maximum: 1,500 SCFD (42.5 SCMD) Emergency. Power Requirements - 110 - 125 VAC, 7.0 Amps 50/60 Hz. Outlet Pressure Range - 0.3 - 7.5 PSIG (2.07 - 51.71KPa), Outlet Air Relative Humidity - Less than 2% RH. Dehydrating Method - Heatless Desiccant, Compressor Type - Two-Cylinder, 3/4 HP, Oil-less Type. Noise Level - 48 dBA at 10' (3 m), Alarms - Standard Alarms - Complete readings of all critical measurement points, individual alarm indication display, Must including SNMP Communication. Outlet Connections - 3/8" Press-to-Lock Tube Fitting. (Similar to ALTEC AIR P1500WLP Dehydrator).

- 4 Port Outlet Manifold Kit (Similar to ALTEC AIR P012099 4 port manifold kit).
- 1000 feet of 3/8" poly tubing (Similar to ALTEC AIR PMP26A20 tubing).
- Labor: Site survey and layout, Installation labor

6.2.2 The contractor shall test and operate Antenna Pressurized Dehydrator Redundant system

- Verify dehydrator systems deliver proper air pressures to antennas
- Verify the dehydrator system is able to switch to redundant system.
- Make Repairs as necessary to deliver fully functional Dehydrator system.

Deliverables: Fully functional Antenna Pressurized Dehydrator Redundant System that services current satellite antennas 3.7m, 2ea 4.8m, 7.3m.

6.3 Install C-Band 5G Bandpass filters on Antenna Systems

6.3.1 The contractor shall install C-Band 5G Bandpass Radar Filter (4000-4200 MHz), 5G filter 2nd phase.

- Install on all C-Band feeds on four (4) 3.2m antennas
- Install on all C-Band feeds on Simulsat antenna (21 C-Band feeds)
- Install on all C-Band feeds on two (2) 4.8m antennas (2 C-Band feeds each)

Deliverables: Eliminate interference of 5G frequency spectrum on all C-Band feeds.

6.4 Documentation

6.4.1 Contractor shall supply block level drawings to facilitate DMA HQ efforts to successfully create CAD wiring diagrams used for hardware installation. Services include providing all technical and operational materials for the equipment contained in the system, configuration of the system, and operation procedures.

- Assist DMA in creating CAD wiring diagrams used during physical installation of all hardware.
- Provide block level system drawings including cabling required
- Provide IP addressing detail.

Deliverables: Complete drawing for all equipment.

6.5 Other Direct Cost (ODC)

6.5.1 Other Direct Costs/Material. Other Direct Costs/Material. Provides the Government the ability to account for unforeseen costs associated with this project. All other direct costs (ODCs) shall annotate the specific detail (e.g., quantity, part number, manufacturer, etc.) to include supporting documentation to justify the costs (i.e., price quotes, price history, etc.). No profit will be authorized for ODCs. This ODC will be approximately 7% of Contract.

7. Performance Standards.

Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance
Subtask 6.1.1 - Install four (4) 3.7m Antenna Systems	Antenna system meets minimum specifications. Performance occurs with no required rework at least 90% of the time. Problems that occur are minor and are resolved in a satisfactory manner.	Routine inspection of deliverable products and services.
Subtask 6.1.2 – Test and Operate four (4) 3.7m Antenna Systems	Antenna system able to see all signals throughout North America Domestic Arc from 83°W to 139°W, de-ice systems functions properly Auto and manual mode, meets minimum specifications. Performance occurs with no required rework at least 90% of the time. Problems that occur are minor and are resolved in a satisfactory manner.	Routine inspection of deliverable products and services.
Subtask 6.2.1 - Install Antenna Pressurized Dehydrator Redundant System	Dehydrator system meets minimum specifications. Performance occurs with no required rework at least 90% of the time. Problems that occur are minor and are resolved in a satisfactory manner.	Routine inspection of deliverable products and services.
Subtask 6.2.2 - Test and operate Antenna Pressurized Dehydrator Redundant system	Dehydrator systems deliver proper air pressures to antennas, dehydrator system is able to switch to redundant system. Performance occurs with no required rework at least 90% of the time. Problems that occur are minor and are resolved in a satisfactory manner.	Routine inspection of deliverable products and services.

Subtask 6.3.1 - install C-Band 5G Bandpass Radar Filter	All 5G frequency spectrum eliminated interference on all C-Band feeds.	Routine inspection of deliverable products and services.
Subtask 6.4.1 - Documentation	The Contractor shall provide all required system topology drawings, manuals, and documentations.	100% Inspection of documentation provided.

8. Incentives. N/A

9. Place of Performance. Work will be completed at DMA's antenna facility located at 6225 Rock Avenue, Fort Meade, MD 20755.

Alternate Place of Performance - Contingency Only. As determined by the Contracting Officer's Representative (COR), contractor employees may be required to work at an alternate place of performance (e.g., home, the contractor's facility, or another approved activity within the local travel area) in cases of unforeseen conditions or contingencies (e.g., pandemic conditions, exercises, government closure due to inclement weather, etc.). Non-emergency/non-essential contractors should not report to a closed government facility. Contractor shall prepare all deliverables and other contract documentation utilizing contractor resources. To the extent possible, the contractor shall use best efforts to provide the same level of support as stated in the PWS. In the event the services are impacted, reduced, compromised, etc., the Contracting Officer or the contractor may request an equitable adjustment pursuant to the Changes clause of the contract.

10. Period of Performance. 180 days after contract award. As directed by the COR, the contractor shall continue performance in emergency or mission essential conditions. Additionally, the contractor may be required to account for the whereabouts of their personnel should this information be requested by the COR.

11. Delivery Schedule.

PWS Task #	Deliverable Title	Format	Due Date	Distribution/Copies	Frequency and Remarks
6.1.1	Four (4ea) fully functional motorized 3.7m RX C/Ku-band Antenna Systems	Contractor-determined format	180 Days after Contract Award	Standard Distribution*	

6.2.1	Fully functional Antenna Pressurized Redundant Dehydrator System	Contractor-determined format	180 Days after Contract Award	Standard Distribution*	
6.3.1	Install C-Band 5G Bandpass filters on Antenna Systems	Contractor-determined format	180 Days after Contract Award	Standard Distribution*	
6.4.1	Documentation	Contractor-determined format	180 Days after Contract Award	Standard Distribution*	
*Standard Distribution: 1 copy of the transmittal letter <u>without the deliverable</u> to the Contracting Officer; 1 copy of the transmittal letter <u>with the deliverable</u> to the Primary COR.					

12. Security Requirements. The work performed in accordance with this performance work statement is **UNCLASSIFIED** for personnel assigned to complete tasks at the DMA-HQ Satellite Facility located at 6225 Rock Avenue, Fort Meade, MD 20755.

The following security requirements shall apply to this effort.

The Defense Media Activity (DMA) retains the right to request removal of contractor employees, regardless of prior clearance or adjudication status, whose actions, while assigned to this contract, clearly conflict with the interest of the Government.

References:

- a. DoDM 5200.02, DOD Personnel Security Program, 3 April 2017, Incorporating Change 1, October 29, 2020.
- b. DoD Manual 5220.32, Volume 1, "National Industrial Security Program: Industrial Security Procedures for Government Activities," August 1, 2018, as amended.
- c. DoD Instruction 5025.01, "DoD Issuances Program," August 1, 2016, as amended.
- d. Part 117 of Title 32, Code of Federal Regulations.
- e. Subpart 4.4 of the Federal Acquisition Regulation, "Safeguarding Classified Information within Industry," current edition.
- f. Office of the Under Secretary of Defense for Intelligence and Security Memorandum, "Approval to Cancel Department of Defense 5220.22-M, "National Industrial Security Program Operating Manual," and Summary of Changes," November 30, 2021.
- g. DoDI 5220.22, National Industrial Security Program (NISP), March 18, 2011, Incorporating Change 3, September 24, 2020.
- h. DoDM 5200.01, Information Security Program, Vols. 1-3, 24 February 2012, Incorporating Change 2, December 10, 2021.
- i. DoD 5400.7, DoD Freedom of Information Act Program, April 5, 2019.

- j. Homeland Security Presidential Directive 12 (HSPD-12): Policy for a Common Identification Standard for Federal Employees and Contractors, 27 August 2004.
- k. DoDI 8500.01, Cybersecurity, March 14, 2014, Incorporating Change 1, October 7, 2019.
- l. DoD 8570.01-M Information Assurance Workforce Improvement Program, 19 December 2005, Incorporating Change 4, November 10, 2015.
- m. DoDD 5205.02E, DoD Operations Security (OPSEC) Program, 20 June 2012, Incorporating Change 2, August 20, 2020.
- n. DoDI 2000.12, DoD Antiterrorism (AT) Program, 01 March 2012, Incorporating Change 3, May 8, 2017.
- o. DoDI 5015.02, DoD Records Management Program, 24 February 2015, Incorporating Change 1, August 17, 2017.
- p. DoDI 8170.01, Online Information Management and Electronic Messaging, January 2, 2019, Incorporating Change 1, August 24, 2021.
- q. DoDI 5200.46, DoD Investigative and Adjudicative Guidance for Issuing CACs, 9 September 2014, Incorporating Change 2, November 2, 2020.
- r. DoDI 5200.48, Controlled Unclassified Information (CUI), March 6, 2020.

12.1 Personnel Locator. The Contractor shall provide the Contracting Officer's Representative (COR) with a list of all personnel assigned to the contract at time of award. The Contractor shall provide the COR with an updated list when personnel changes occur. The COR will forward all contractor personnel lists and the changes made thereto to the DMA Security Directorate. All personnel performing on this contract will be U.S. citizens.

12.2 Computer and Network Access Requirements. Contractor personnel will not operate Government-furnished computer workstations or systems that have access to e-mail systems or government-restricted sites. The Contractor will not be granted privileged access to Government networks.

12.3 Personnel Vetting. Since Contractor personnel associated with this contract will not access established Government Information Systems and their physical access to DMA facilities and task completion will be subjected to escort and surveillance by DMA personnel, background investigations and Common Access Card (CAC) processing will not be initiated. However, as applicable, any individual or team, who will be working at DMA-HQ for two (2) consecutive days or more, will be vetted by the Fort Meade Visitor Control Center (FGGM-VCC) in order to acquire an installation pass/passes. They must complete a Form 191-001-R-E, *FGGM Installation Access Request*, and present two forms of acceptable identification.

- Contractor personnel requiring access for more than two days, but not exceeding 30 days must fill out a Form 191-001-R-E at the FGGM-VCC with an authorized sponsor and present two forms of acceptable identification. Sponsor must present identification.
- For contractor personnel requiring longer than 30 days, they must fill out a Form 191-001-R-E and sponsor must submit the form a minimum of 10 business days prior to visit. Individual can pick up their pass from the FGGM-VCC without the sponsor.
- Operations during officially designated pandemics or similarly significant events may require contractor personnel, mandated to work on-site at DMA or other Government

facilities, to show or provide proofs of vaccination, regular negative tests, completed official forms, etc. to continue to perform on the contract.

DMA facilities that may be visited as part of this effort outside of FGGM will have similar physical access requirements that must be followed. FGGM VCC access requirements occasionally change. The COR will convey these changes to the Contractor, as applicable.

12.4 Security Contacts. DMA Security Personnel can be contacted for security-related questions as follows:

- Primary: Lawrence F. Awalt, III, phone: (301) 222-6091
- Alternate: Humberto Gonzalez, phone: (301) 222-6718

DMA Security Directorate Address:

Defense Media Activity
ATTN: Industrial Security
6700 Taylor Ave
Fort Meade MD 20755

12.5 Information Security.

12.5.1 Sensitive Information Protection and Storage – In the event that Controlled Unclassified Information (CUI) or sensitive information becomes a part of this effort, even inadvertently, the following must be taken into account: Controlled Unclassified Information (CUI) in its many forms, personally identifiable information (PII) of any type, as well as any otherwise sensitive data, and/or equipment will only be disclosed, as it may be applicable to this contract, to authorized personnel on a need-to-know basis. The contractor shall ensure that appropriate administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, and/or equipment is properly protected. When no longer required, this information, data, and/or equipment will be returned to Government control, destroyed, or held until otherwise directed. The disposition of all data will be at the written direction of the COR. This may include documents returned to Government control; destroyed; or held as specified until otherwise directed. Items returned to the Government shall be hand-carried or sent by certified mail to the COR. It is anticipated that this information will be gathered, created, and stored within the primary work location. If contractor personnel must remove any information from the primary work area they should protect it to the same extent they would their proprietary data and/or company trade secrets. The use of any information that is subject to the Privacy Act will be utilized in full accordance with all rules of conduct as applicable to Privacy Act Information. The government will retain unrestricted rights to government data. The ordering activity retains ownership of any user created/loaded data and applications hosted on vendor's infrastructure, as well as maintains the right to request full copies of these at any time. The data that is processed and stored by the various applications within the network infrastructure contains personally identifiable information (PII). This data and PII shall be protected against unauthorized access, disclosure or modification, theft, or destruction. The contractor shall ensure that the facilities that house the network infrastructure are physically secure. No data shall be released by the contractor without the consent of the

Government in writing. All requests for release must be submitted in writing to the COR/ Contracting Officer (CO). At the direction of the COR or authorized representative, in consultation with the DMA Security Directorate, if necessary, some Contractor deliverables or communications, where applicable, may need to be marked *Controlled Unclassified Information* or *CUI* (see Reference r). The Contractor (and any sub-contractor) is required to abide by government and DMA guidance for protecting sensitive and proprietary information.

12.5.2 The contractor is required to obtain DMA Contracting Office approval prior to engaging in any contractual relationship (e.g., a sub-contractor) in support of this contract which would require the disclosure of information, documentary material, and/or records generated under, or relating to this contract.

12.5.3 The contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974, or that is generally protected by the Freedom of Information Act.

12.5.4 As applicable, contractor employees will be required to comply with all Government security regulations and requirements listed in the references section. If it is found to be necessary for this particular contract, initial and periodic security training and briefings will be provided by Government security personnel. Failure to comply with security requirements will be cause for removal, and the contractor will not be able to provide service on this contract.

12.5.5 The contractor shall not divulge any information about DoD or DMA files, data processing activities or functions, user identifications, passwords, or any other knowledge that may be gained, to anyone who is not authorized to have access to such information.

12.5.6 The contractor shall afford the Government access to the contractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of data, or to the function of IT systems operated on behalf of DMA or DoD, and to preserve evidence of computer crime.

12.6 Miscellaneous Security Requirements.

12.6.1 Physical Security. Contractor personnel must comply with local security requirements for entry and exit control for personnel and property at the installation and DMA facilities. The contractor shall observe and comply with the security provisions in effect at all DoD facilities. Visitor badges shall be worn and prominently displayed at all times.

12.6.2 Potential Operational Constraints. Force Protection Conditions (FPCONs) and Health Protection Conditions (HPCONs) may affect access to the host installation. FPCONs and HPCONs are established by the host installation or higher national command authorities. The Installation Executive Director is responsible for implementing the proper response to progressive levels of terrorist and health threats. FPCONs and HPCONs are normally displayed

at entrance gates, building entrances, and office entrances. The contractor shall adhere to and operate in accordance with any restrictions imposed as a result of a FPCON or HPCON. Measures implemented under the various levels of threat may impact the contractor's normal operational approach to services. The contractor shall ensure that services are sustained during heightened security measures.

12.6.3 Reporting Requirements. The contractor shall report to the Security Directorate and/or COR any information or circumstances, of which they are aware, that may pose a threat to the security and/or safety of DoD personnel, contractor personnel, resources, and classified or unclassified defense information. Additionally, the contractor shall report any incident of sexual assault or sexual harassment involving any contractor personnel.

12.6.4 Authorized Visitor Control. Contractor representatives on official business related to the contract shall have the visit coordinated by the COR to gain access to the installation access control. All planned visits shall be scheduled at least three (3) business days in advance. Once on-site, the representative shall obtain a visitor security badge from the Security Directorate and the appropriate escort will be provided to destination.

12.6.5 Drug Screening. The contractor shall have a random employee drug-screening program. All drug testing shall be performed and documented by a certified, third-party, medical laboratory. The contractor is responsible for all associated costs of drug screening for contract employees. Contractor is responsible to conduct initial drug tests for all employees. Drug testing will meet all state and local requirements. Drug testing will also be conducted anytime a contract employee is involved in a serious accident/incident while on duty. Any positive drug test disqualifies the individual from employment under this contract. Contract personnel are subject to random drug screening at all times. The contractor shall conduct, at a minimum, quarterly random drug screening on 25% of their contract workforce, resulting in a 100% test completed within a one-year period or within the term of this contract, whichever is shorter (e.g., 25 employees under contract shall complete minimum 25 drug test samples within one-year or less). Drug screening will be completed at no cost to the government.

12.6.6 Temporary Removal of Personnel Posing an Imminent Threat. The DMA-HQ Chief, Security or designated representative, in consultation with the Program Manager, may remove any individual from duty who poses an imminent threat to himself, other personnel, or Government resources. The contractor will be notified as soon as possible of the action taken. The temporary removal will last until the incident prompting removal has been resolved to the satisfaction of the Government. Once the incident has been resolved, the individual will either be allowed to return to work on the contract or prohibited from performance on the contract, as the government deems appropriate. Temporary removal of personnel does not relieve the contractor of any performance requirements.

12.6.7 Derogatory Information. If the Government notifies the contractor that the employment or the continued employment of any contractor personnel is prejudicial to the interests of or endangers the security of the United States, that employee shall be removed and barred from the worksite. This includes security deviations/incidents and credible derogatory information concerning contractor personnel during the course of the contract's period of performance. The

contractor shall provide qualified, substitute personnel for any permanently or temporarily removed personnel.

12.6.8 Exclusion of Performance. The Government reserves the right to permanently exclude any individual from working under this contract when performance does not meet standards or fails to pass a security parameter as stipulated in this PWS. Such failure includes, but is not limited to, falsifying reports or statements; loss, destruction, or irresponsible use of government equipment; or other criteria identified in this PWS. When so instructed, the contractor shall immediately remove such individual in accordance with the CO's instructions. Permanent removal of personnel does not relieve the contractor of any performance requirements, or create an entitlement to an equitable adjustment. The contractor shall not, without the CO's consent, re-instate on this contract any employee who has been permanently removed.

12.6.9 Contractor Personnel Out-Processing Requirements. As might be applicable, Contractor shall notify the CO immediately in writing whenever a contractor employee working on this contract resigns, is reassigned, is terminated, or no longer requires admittance to the Federally-controlled facility, regardless of the duration of the task period. When the contractor employee departs, the contractor will relay departure information to the cognizant DMA Industrial Security Program Manager.

13. Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI). N/A

14. Other Pertinent Information or Special Considerations.

The qualifications/standards of the Contractor shall be included in the proposal. Proposal must clearly demonstrate the current or potential employees secured for these tasks possess the knowledge, skills, and abilities as required to successfully complete the Performance Requirements above (i.e., resumes).

a. Identification of Possible Follow-on Work. N/A

b. Identification of Potential Conflicts of Interest (COI). Expected to be N/A. However, the Contractor shall identify, report, and mitigate actual and potential conflicts of interest for itself, its employees, subcontractors and consultants. The existence of such programs and the disclosure of known actual or potential conflicts are material performance requirements of this contract. In the event the Contracting Officer determines that a conflict of interest exists, based on disclosure from the Contractor or from other sources, the Contracting Officer shall take action which may include, but is not limited to, requesting a mitigation plan from the Contractor, terminating part or all of the contract, modifying the contract or obtaining a waiver in accordance with applicable law, including FAR 9.503 as applicable. If the Government determines that an organizational conflict of interest (OCI) exists, that cannot be satisfactorily avoided, neutralized or mitigated or waived, the Contracting Officer may determine that the offeror will not be eligible for award. The Government reserves the right to only consider mitigation plans proposed by the apparent successful offeror.

c. Identification of Non-Disclosure Requirements. N/A

d. Packaging, Packing and Shipping Instructions. Shipped items must be sent to the COR.

e. Inspection and Acceptance Criteria. The COR will provide an acceptance or feedback to the Contractor on submitted deliverables (expected within 10 days). If the Contractor receives corrective feedback, then the Contractor has 10 days to provide the COR an updated plan based on comments provided by the Government.

f. Property Accountability. The contractor shall submit the attached Electronic Product List (see below) in addition to complying with all requirements of DFARS 252.211-7003. See DARS 252.211-9000, Requirement to Submit an Electronic Product List for additional information.



EPL
Worksheet_v1.1_03J

g. Department of Defense (DoD) Enterprise Service Management Framework (DESMF) Compliance. All IT service requirements contained within this PWS shall be conducted in accordance with the DESMF which can be accessed at https://community.apan.org/esmf_consortium_working_groups/m/desmf_ed_ii/default.aspx.

15. Section 508 Accessibility Standards. The following Section 508 Accessibility Standard(s) (Technical Standards and Functional Performance Criteria) are applicable (if box is checked) to this acquisition.

Technical Standards

- ☐ 1194.21 - Software Applications and Operating Systems
- ☐ 1194.22 - Web Based Intranet and Internet Information and Applications
- ☒ 1194.23 - Telecommunications Products
- ☒ 1194.24 - Video and Multimedia Products
- ☐ 1194.25 - Self-Contained, Closed Products
- ☐ 1194.26 - Desktop and Portable Computers
- ☐ 1194.41 - Information, Documentation and Support

The Technical Standards above facilitate the assurance that the maximum technical standards are provided to the Offerors. Functional Performance Criteria is the minimally acceptable standards to ensure Section 508 compliance. This block is checked to ensure that the minimally acceptable electronic and information technology (E&IT) products are proposed.

Functional Performance Criteria

- ☒ 1194.31 - Functional Performance Criteria

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	3.7m Reflector system FFP See Salient Characteristic FOB: Destination PSC CD: 5985	4	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Alga Blue filters 210031803k FFP See Salient Characteristic FOB: Destination PSC CD: 5985	50	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0003	Complete Takedown and Removal Antennas FFP See Salient Characteristic FOB: Destination PSC CD: 5985	4	Each		
------	---	---	------	--	--

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0004	Miscellaneous Consumables Supplies FFP See Salient Characteristic- 3.7m Turnkey Antenna Installation, Peaking, Testing and Training. Includes: Boom Lift, Labor and a Proof of Performance Report. FOB: Destination PSC CD: 5985	1	Lot		
------	---	---	-----	--	--

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0005	Satellite Antenna repair lift FFP See Salient Characteristic FOB: Destination PSC CD: 5985	1	Lot		
------	--	---	-----	--	--

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0006	Antenna Pressurized Dehydrator Redundant FFP See Salient Characteristic FOB: Destination PSC CD: 5985	4	Each		
------	---	---	------	--	--

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Clark Wire & Cable CWT-SMPTE FFP See Salient Characteristic FOB: Destination PSC CD: 5985	2	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Fiber Receivers FFP See Salient Characteristic FOB: Destination PSC CD: 5985	50	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Rack Mount Mini Spectrum Analyzer FFP See Salient Characteristic FOB: Destination PSC CD: 5985	2	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	9 kHz to 3 GHz Spectrum Analyzer with Tr FFP See Salient Characteristic FOB: Destination PSC CD: 5985	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	3-Channel Cable Protectors FFP See Salient Characteristic FOB: Destination PSC CD: 5985	30	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	4 Wheel Transport Cart Cable Protector FFP See Salient Characteristic FOB: Destination PSC CD: 5985	3	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Other Direct Costs/Material COST This ODC is NTE \$25,000. See Salient Characteristic. FOB: Destination PSC CD: 5985		Lot		

ESTIMATED COST

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	JUN 2010
52.204-7	System for Award Management	OCT 2018
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-17	Ownership or Control of Offeror	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-20	Predecessor of Offeror	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2020
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	FEB 2016
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-33	Nonmanufacturer Rule	MAR 2020
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-50	Combating Trafficking in Persons	OCT 2020
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013

52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	DEC 2019
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	JAN 2018
252.217-7005	Inspection and Manner of Doing Work	JUL 2009
252.217-7009	Default	DEC 1991
252.217-7010	Performance	JUL 2009
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	OCT 2020
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.0100-4028 CONTRACT CONTACT INFORMATION (DMA)(OCT 2008)

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

PROCURING CONTRACTING OFFICER (PCO) is responsible for:

- All pre-award information, questions, or data,
- Freedom of Information inquiries,
- Change/question/information regarding the scope, terms or conditions of the basic contract document, and/or
- Arranging the post award conference (see FAR 42.503).

Defense Media Activity, Acquisitions & Procurement POC:

Colette Day

Contracting Officer
6700 Taylor Avenue
Fort Meade, MD 20755
Email: colette.b.day.civ@mail.mil

Defense Media Activity (DMA)

TBA
6700 Taylor Avenue
Fort Meade, MD 20755
Email: [TBA](#)

CONTRACTOR INFORMATION:

TBD
Address: TBD
Email: [TBD](#)

METHOD OF PAYMENT: Invoices for materials shall be submitted electronically through Wide Area Workflow (WAWF). The Government anticipates paying fully certified invoices on a Net 30-day basis. Payment of fully certified invoices for partial delivers of material is hereby authorized. Distribution of payment will be made by Electronic Funds Transfer (EFT) to the contractor's account. It is the responsibility of the contractor to review such accounts to ensure that payment has been reviewed. **The contractor SHALL ensure Delivery Order Number (TBD) and the Contract Number (TBD) are entered on the invoice.**

SALES TAX EXEMPTION: The Contractor is hereby advised that the United States Government and Agencies are exempt from State and Local Government Tax by virtue of Article 6 of the United States Constitution. No exemption certificate is required.

CONTRACT CLAUSES: All clauses and provisions established in the Delivery Order TBD are hereby incorporated into all subsequent Delivery Orders by reference and are in full force and effect.

(End of Local Instruction)

52.0100-4094 MARKING INSTRUCTIONS FOR ALL ITEMS TO INCLUDE DROP SHIP AND DIRECT SHIPMENT (DMA)(FEB 2017)

The Contractor shall attach two (2) copies of a detailed packing list with each box or container with unlike items where the full description of the contents is not authorized or cannot be shown. Include one (1) copy of the packing list inside the box or container and attach one (1) copy of the packing list on the outside of the box or container. The outside of the box or container must also include the complete shipping address as provided in the schedule and the Contract/Purchase/Delivery Order number located on Page 1 of this document.

The packing list shall contain the following information:

- (a) Contract number
- (b) Package number and set number (if any) of the container.

(c) A list of the contents which shows the quantity by item, item description, part number, type and size, unit of issue if other than each.

(d) Each item including all components that makes up a KIT will be packaged AS A KIT and delivered complete.

(e) Containers must be arranged and identified for easy cross reference with contract line item numbers (CLIN) and durable for further reshipment

INCOMPLETE DELIVERIES

Incomplete delivery refers to the incomplete shipment of a unit of issue of an individual contract line item (CLIN). Such Incomplete, or fragmented delivery of any part of a CLIN is not authorized and will not be accepted. Each item (CLIN), e.g., described as a KIT, including all components and sub-items, are to be packaged together and delivered complete. Where sub-line items are reflected as component parts of an item, all sub-line items must be delivered simultaneously to form the complete item.

Note! The government WILL NOT ACCEPT items shipped as incomplete unit of issue of an individual contract line item (CLIN). Rejected items will be returned at the contractor's expense

(End of Local Instruction)

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)

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

Commercial and Government Entity (CAGE) code means—

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

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

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.

(b) 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 (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates ``has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name: ____

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

Is the immediate owner owned or controlled by another entity?:

[____] Yes or [____] No.

(d) If the Offeror indicates ``yes" in paragraph (c) 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)

(End of provision)

52.204-20 Predecessor of Offeror (AUG 2020)

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

Commercial and Government Entity (CAGE) code means--

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

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

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

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

Predecessor legal name: ____.

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

(End of provision)

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.

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

It [☐] does, [☐] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) Representations.

(1) The Offeror represents that it [____] does, [____] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

(End of provision)

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

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

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

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

(b) The Offeror represents that--

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

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

(End of provision)

52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023) (Addendum)

In addition to the instructions in FAR 52.212-1 – for the quotation preparation/submission instructions, the following addendum is applicable:

Instructions To Offerors

This RFQ is a **total small-business set aside** with applicable NAICS Code 334220, Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing, with a corresponding Small Business Size Standard of 1250 employees.

Quotes are due by 10:00AM EST on Aug 28, 2023. The quote shall remain valid for 90 calendar days from the RFQ due date.

Questions are due by 10:00PM EST on Aug 21, 2023. Offerors shall submit questions to the Contract Specialist and Contracting Officer identified below.

Verbal questions will NOT be accepted. Any questions received, and subsequent answers, will be posted to SAM.gov for the benefit of all interested parties.

Any correspondence outside of SAM.gov shall reference "**Satellite Teleport RFQ**" in the subject line of your email via email to Contract Specialist, Courtney Russell at courtney.r.russell.civ@mail.mil and Contracting Officer, Colette Day at colette.b.day.civ@mail.mil.

Basis of Award:

Award of the task order will be made on a competitive basis using the "lowest price, technically acceptable" (LPTA) approach. The government will first identify the lowest priced vendor. If the lowest priced vendor's quote is determined technically acceptable, no further evaluations will be conducted and the award will be granted to the offeror. However, if the lowest priced vendor is not technically acceptable, the government will proceed to review the next lowest priced offeror for technical acceptability. This process will continue until both lowest price and technical acceptability is achieved. An evaluation for technical acceptability will be made to ensure satisfactory responsiveness to the requirements as set forth in this solicitation using the following criteria.

The following information must be submitted in order to be considered for award:

- (1) Technical Capability Statement:: Provide a 1-2 page Capability Statement describing how the contractor intends to meet the Governments requirements as outlined in this RFQ, and all vendor terms, conditions, and agreements comport with applicable Federal laws, regulations, and otherwise satisfy the Government's needs. The capability statement should not exceed two (2) pages.
 - Registered company name
 - DBA
 - Unique Entity Identification
 - Cage Code
 - NAICS Code
 - Summary description of the company
 - Core Capabilities
 - Description of services offered
 - Authorized Contracting Representative
- (2) Price Quote: Price Quote shall include the unit price for the item quoted, the extended totals, and the total order amount. Quotes may be received via the Contractors internal form. All proposed pricing details shall be included only in the Price Quote and not in any other sections of the quote. There are no page limitations for price. The Contractor shall include pricing for all items, partial pricing will not be accepted. The quote must also contain the following:
 - Complete Business Mailing Address
 - Contact Name, phone number, and e-mail Address
 - RFQ Number
 - Quote Number
 - Part Numbers (if any)
 - Identification of any terms and conditions applicable to the quote that do not comply with the terms and conditions of this solicitation
 - Provide pricing information to include any and all discounts taken into consideration

Other General Information

The Government intends to establish a contract without further communicating with offerors. Consequently, offerors are highly encouraged to quote their best technical and pricing quotes in their initial submissions. However, the Government reserves the right to communicate with any or all quotes submitting a technical and price quote, if it is determined advantageous to the Government to do so. This statement is not to be construed to mean that the Government is obligated to communicate with every quoter (note that FAR Part 15 procedures will not apply, therefore formal discussions are not applicable). An offeror may be eliminated from consideration without further communication if its technical and/or pricing quotes are not among those offerors considered most advantageous to the Government based on a best value determination.

This RFQ in no way obligates the Government to award a contract or to reimburse a Contractor for any costs incurred in preparing the response to this RFQ. Offerors are advised to take proper steps to ensure timely submission of their quotes. It is the sole responsibility of the offeror to ensure that the electronic files submitted are virus free and can be opened and read by the Government. If the electronic files cannot be opened, and read by the Government, the offeror shall have one business day after notification of same, to correct the deficiency. After that time, if the electronic files cannot be opened and read by the Government, the quote may be rejected and not evaluated further.

Any quote, modification, or revision, that is received after the exact time specified for receipt of quotes is "late" and may not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late quote would not unduly delay the acquisition, and there is acceptable evidence to establish that it was received at the Government installation designated for receipt of quotes and was under the Government's control prior to the times set for receipt of quotes, or it was the only quote received. Quotes shall also be uploaded to SAM.gov.

Note: All vendors must be actively registered in <https://sam.gov/> to be eligible for award.

Submission Requirements (to include administrative requirements):

- 1) The Offer (SF1449) duly executed with an original signature by an official authorized to bind the company.
- 2) Technical Capability Statement
- 3) Price Quote
- 4) Sign all amendments to the solicitation, (Amendment form(s) SF1449), if applicable
- 5) "SAM Representations and Certifications" fully completed, and verify that the offeror is a small-business business in the NAICS code for this requirement, which is 334220, with a corresponding Small Business Size Standard of 1250 employees.
- 6) Completed FAR Provisions 52.204-24 and 52.204-26

Offerors shall assume that the Government has no prior knowledge of their facilities and experience and will base its evaluation on the information presented in the Offeror's quote. The quote shall be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The quote should demonstrate the Offeror's understanding of the scope of required services. The quote should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale that addresses how the Offeror intends to meet or exceed these requirements.

Note: If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(End of Provision)

52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)
(Addendum)

The provision at 52.212-2, Evaluation-Commercial Products and Commercial Services (NOV 2021), applies to this solicitation. See addendum below:

EVALUATION and CONTRACT AWARD

- a. In accordance with FAR Subpart 13.5 (Simplified Procedures for Certain Commercial Products and Commercial Services), award will be made on a competitive basis to the offeror who are deemed responsible in accordance with the FAR 9.1, as supplemented, whose quote conforms to the RFQ requirements as required by FAR 52.212-1, and is the “Lowest Price Technically Acceptable. (LPTA)” Award will be made to the quote that is technically acceptable and offers the lowest price.
- b. The Government will evaluate technical acceptability on an acceptable or unacceptable basis based on the below evaluation criteria. The Government will evaluate the lowest price quote. If the lowest price quote is determined to be technically acceptable and otherwise properly awardable, award will be made to that Contractor.

1. **Technical Capability Statement Evaluation:** Capabilities Statement shall describe the contractor’s capability to meet the requirements outlined in this RFQ. The capability statement should not exceed two (2) pages.

Capabilities statements will be evaluated using Exhibit 1: Evaluation Table

Exhibit 1: Evaluation Table

Acceptable:	The Contractor provided a capability statement that demonstrates to the Government evaluator its ability to meet the Governments need and the provided less than 2 pages.
Unacceptable:	The Contractor does not provide a capability statement that demonstrates to the Government evaluator its ability to meet the Governments need and provided greater than 2 pages.

2. **Price Quote Evaluation:** Price will be evaluated and considered but will not be scored or combined with other aspects of the quote evaluation. The proposed prices will be analyzed for completeness and reasonableness. Completeness means that the required information is submitted and is accurate. Reasonableness means the prices are justified through price analysis IAW FAR 15.404-1(b). The otherwise technically acceptable lowest-priced Offeror may be required to confirm/validate its price on a Contract Line Item (CLIN), element, or total price basis, and/or provide additional information in support of their price, prior to contract award at the Government’s request and discretion.

(End of Local Instruction)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2020)

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

“Sensitive technology”--

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

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

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

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

"Small business concern"--

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term

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

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

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

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

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which 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 its stock is owned by one or more women; or

(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.

(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 Items, 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 will be performed in the United States or its outlying areas. Check all that apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Certifications and 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 either to the Equal Opportunity clause of this solicitation, the 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 Subparts 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. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
____	____
____	____
____	____

(List as necessary)

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," ``commercially available off-the-shelf (COTS) item," ``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 American--Free Trade Agreements--Israeli 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 American--Free Trade Agreements--Israeli 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 American-Free Trade Agreements-Israeli 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, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

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

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. 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 (Jan 2004)*. 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:

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; and

(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. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §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. §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 products.*

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 it 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.

(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 (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 Labor Standards 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 SAM 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 -----.

(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. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It 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 e-mail 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 provided 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)

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 section 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 and 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).

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose greenhouse

gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

____ .

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

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

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

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

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

(2) The Offeror represents that--

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

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2020)

(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 items:

(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 (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (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 items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (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. (JUN 2020) (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 (MAR 2020) (15 U.S.C. 657a).

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

____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (ii) Alternate I (MAR 2020) of 52.219-4.

____ (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.

____ (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.

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

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (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 (JUN 2020) 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 (MAR 2020) (15 U.S.C. 637(a)(14)).

____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).

____ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (NOV 2020) (15 U.S.C. 632(a)(2)).

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

____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (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 (MAR 2020) (15 U.S.C. 637(a)(17)).

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

____ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).

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

____ (30)(i) 52.222-26, Equal Opportunity (SEPT 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 (JUL 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 (JUL 2014) of 52.222-36.

____ (33) 52.222-37, Employment Reports on 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 (OCT 2020) (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 (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 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 (JUN 2016) (E.O. 13693).

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

____ (40) (i) 52.223-13, Acquisition of EPEAT® 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® 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®-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 (JUN 2016) (E.O. 13693).
- ____ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ____ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ____ (ii) Alternate I (JAN 2017) of 52.224-3.
- ____ (48) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (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 (MAY 2014) of 52.225-3.
- ____ (iii) Alternate II (MAY 2014) of 52.225-3.
- ____ (iv) Alternate III (MAY 2014) 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 (JUN 2008) (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 (OCT 2016) (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 (JUN 2020).
- ____ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ____ (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (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 (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

____ (iii) Alternate II (FEB 2006) 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 items: (Contracting Officer check as appropriate.)

____ (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) (AUG 2018) (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 13658 (NOV 2020) (E.O. 13658).

____ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (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 Contractor's 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 items. 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 (JUN 2020) (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 (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (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). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(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 (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(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 (Oct 2015) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (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 (Oct 2016) (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 (Feb 2006) (46 U.S.C. Appx 1241(b) 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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (MAR 2020)

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

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

(1) Contracts that have been set aside for small business concerns or 8(a) participants;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants;

(3) Orders set aside for small business concerns or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and

(4) Orders issued directly to small business concerns or 8(a) participants under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of the contract in the case of a contract for--

- (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

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

- (1) For contracts, in accordance with paragraph (b)(1) and (2) of this clause--

[Contracting Officer check as appropriate.]

X 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 (b)(3) and (4) of this clause, by the end of the performance period for the order.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (NOV 2020)

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

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

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

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

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

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

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

(3) For long-term contracts--

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

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

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

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

(e) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

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

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

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

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

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

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that--

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

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

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

(End of clause)

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: “designated office”) by no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(a) Definitions. As used in this clause-

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

Concatenated unique item identifier means--

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

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

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

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

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

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

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

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

Government's unit acquisition cost means--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

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

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

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

Contract line, subline, or exhibit line item No.	Item description
.....	

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

Contract line, subline, or exhibit line item No.	Item description
.....	

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number ----.

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

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

- (3) Issuing agency code (if concatenated unique item identifier is used).
 - (4) Enterprise identifier (if concatenated unique item identifier is used).
 - (5) Original part number (if there is serialization within the original part number).
 - (6) Lot or batch number (if there is serialization within the lot or batch number).
 - (7) Current part number (optional and only if not the same as the original part number).
 - (8) Current part number effective date (optional and only if current part number is used).
 - (9) Serial number (if concatenated unique item identifier is used).
 - (10) Government's unit acquisition cost.
 - (11) Unit of measure.
 - (12) Type designation of the item as specified in the contract schedule, if any.
 - (13) Whether the item is an item of Special Tooling or Special Test Equipment.
 - (14) Whether the item is covered by a warranty.
- (e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
 - (2) Unique item identifier of the embedded subassembly, component, or part.
 - (3) Unique item identifier type.**
 - (4) Issuing agency code (if concatenated unique item identifier is used).**
 - (5) Enterprise identifier (if concatenated unique item identifier is used).**
 - (6) Original part number (if there is serialization within the original part number).**
 - (7) Lot or batch number (if there is serialization within the lot or batch number).**
 - (8) Current part number (optional and only if not the same as the original part number).**
 - (9) Current part number effective date (optional and only if current part number is used).**
 - (10) Serial number (if concatenated unique item identifier is used).**
 - (11) Description.
- ** Once per item.
- (f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

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

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

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit,

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

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

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0648
Issue By DoDAAC	HQ0516
Admin DoDAAC**	HQ0516
Inspect By DoDAAC	HQ0516

Ship To Code	HQ0516
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	HQ0516
Service Acceptor (DoDAAC)	HQ0516
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

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

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

(g) WAWF point of contact.

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

DMA Acquisition and Procurement

Colette Day
Contracting Officer
6700 Taylor Avenue
Fort Meade, MD 20755
Email: colette.b.day.civ@mail.mil

Defense Media Activity (DMA)

Bill Dingman
6700 Taylor Avenue
Fort Meade, MD 20755
Email: bill.h.dingman.civ@mail.mil

DMA/HQ/SPQ- Accountant:

Lavelle Lewis
Defense Media Activity
DMA/HQ/SPQ- Accountant
6700 Taylor Avenue
Fort Meade, Maryland 20755
Email: lavelle.a.lewis.civ@mail.mil

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

(End of clause)

PROHIBITION ON BYTEDANCE**52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)**

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

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) *Prohibition.* Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor’s employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

CONTRACT CLOSEOUT

CONTRACT/ORDER CLOSEOUT—FIXED-PRICE, TIME-AND-MATERIALS, OR LABOR-HOURS

Timely contract closeout is a priority under this contract/order. The Contractor shall submit a final invoice within ninety (90) calendar days after the expiration of this contract/order, unless the Contractor requests and is granted an extension by the Contracting Officer, in writing. In addition, and concurrent with the submission of the final invoice, the Contractor shall notify the Contracting Officer of the amount of excess funds that can be deobligated from this contract/order so the closeout process can begin as soon as possible upon expiration of this contract/order. A bilateral contract/order closeout modification will be forwarded to the Contractor by the Contracting Officer and must be signed by the Contractor and returned to the Contracting Officer within thirty (30) calendar days of issuance of the modification. A Contractor's failure to respond and/or sign the bilateral closeout modification within thirty (30) calendar days of receipt will constitute approval of the terms of the modification and the modification will subsequently be processed unilaterally by the Contracting Officer to deobligate excess funds and close this contract/order. If this contract/order contains option periods, the Contractor is required to submit an invoice within ninety (90) calendar days after expiration of the base period of performance and the expiration of each exercised option period of performance to allow for deobligation of excess funds that were obligated in those respective periods of performance.

(End of Local Instruction)