

1. Request No. W56HZV-22-Q-0066	2. Date Issued	3. Requisition/Purchase Request No. See Schedule	4. Cert For Nat Def. Under BDSA Reg. 2 and/or DMS Reg. 1	Rating DOA4
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5A. Issued By ACC-DTA CCTA-APS-A 6501 E. 11 MILE RD. DETROIT ARSENAL, MI 48397-5000	6. Deliver by (Date) See Schedule
	7. Delivery <input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> Other

5B. For Information Call: (Name and telephone no.) (No collect calls) EBONI ALBERT (586) 282-1234 EMAIL: EBONI.Q.ALBERT.CIV@ARMY.MIL	
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8. To: Name and Address, Including Zip Code	9. Destination (Consignee and address, including Zip Code) See Schedule
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10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date)	IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5B. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any interpretations and/or certifications attached to this Request for Quotation must be completed by the quoter.
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11. Schedule (Include applicable Federal, State, and local taxes)

Item Number (a)	Supplies/Services (b)	Quantity (c)	Unit (d)	Unit Price (e)	Amount (f)
	(See Schedule)				

12. Discount For Prompt Payment	a. 10 Calendar Days %	b. 20 Calendar Days %	c. 30 Calendar Days %	d. Calendar Days	
				Number	Percentage

NOTE: Additional provisions and representations are are not attached.

13. Name and Address of Quoter (Street, City, County, State and Zip Code)	14. Signature of Person Authorized to Sign Quotation	15. Date of Quotation
	16. Signer	
	a. Name (Type or Print)	b. Telephone
		Area Code
	c. Title (Type or Print)	Number

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Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

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

*** End of Narrative A0000 ***

ADMINISTRATIVE SUMMARY

1. This request for quotation (RFQ) will result in a firm fixed price (FFP) purchase order for the supply identified below:

REQUIREMENT

NOUN: Circuit Card Assembly
NSN: 5998-01-541-7223
PART NO.: 5-15-33964
PRODUCTION QUANTITY: 18 EA
UNIT OF ISSUE: Each (EA)
SURVEILLANCE CRITICALITY DESIGNATOR: C

2. There is a Technical Data Package (TDP) associated with this procurement. The TDP is distribution code "C", which limits access to U.S. Government agencies and its contractors. Please refer to Section C for additional information.

3. Military preservation, packing, and marking are required and shall be accomplished in accordance with Section D, all applicable requirements of MIL-STD-2073-1, and the Special Packaging Instruction (SPI).

4. All shipments shall be free on board (FOB) destination to the following address:

SU WOMC ARMY GENERAL SUPPLY
DLA DISTRIBUTION RED RIVER
HIGHWAY 82 WEST
TEXARKANA, TX 75507-5000

DoDAAC: W562RM

NOTE: The Procuring Contracting Officer (PCO) has authorized the contractor to ship early when at no additional cost to the Government.

5. Please acknowledge all amendments to this RFQ in the space provided under Section A.

6. This RFQ contains provisions/clauses that require you, the offeror, to complete fill-ins and/or representations. Please review and complete all such items. Otherwise, your offer may be determined ineligible for award.

7. To be considered for award: Please return one signed copy of your offer, in accordance with Section A, by the date and time indicated in the associated SAM.gov posting. All offers submitted in response to this RFQ shall be valid for a minimum of ninety (90) calendar days following the offer due date.

8. All questions pertaining to this RFQ shall be directed in writing to:

Eboni Albert
CONTRACT SPECIALIST, ARMY CONTRACTING COMMAND - DETROIT ARSENAL
E-MAIL: eboni.q.albert.civ@army.mil

*** END OF NARRATIVE A0001 ***

A.1 DISTRIBUTION AND DESTRUCTION OF EXPORT CONTROL TECHNICAL DATA PACKAGE

(a) This solicitation and resulting contract contains technical data whose export is restricted by the Arms Export Control Act (Title

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22, U.S.C., Sec 2751, et. seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

(b) To be eligible to gain access to this export controlled TDP (via SAM.gov) an offeror must have a current DD 2345, Militarily Critical Technical Data Agreement certification on file with the Defense Logistics Information Service (DLIS). To obtain certification, contractors must submit a DD Form 2345 to the United States (U.S.)/Canada Joint Certification Office (JCO), along with a copy of supporting documentation. DD Form 2345 and instructions can be found on the Joint Certification Program website at: <http://www.dla.mil/HQ/InformationOperations/Offers/Products/LogisticsApplications/JCP.aspx> Processing time is estimated at six (6) to ten (10) weeks after receipt. Upon receipt of certification, an offeror may request the TDP in accordance with the solicitation's Section C Technical Data Package instructions.

(c) Upon completion of the purposes for which Government Technical Data has been provided, the offeror, and all subcontractors, vendors, and sub-vendors of the offeror, are required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed.

(d) Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

A.2 ARMY CONTRACTING COMMAND DETROIT ARSENAL (DTA) OMBUDSPERSON

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

A.3 Electronic Contracting

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

(b) Interested offerors shall submit this completed request for Quotation (RFQ) / Standard Form 18 via e-mail, with the subject line "RFQ Submission - W56HZV-22-Q-0066", to the point of contact identified below:

Eboni Albert
Contract Specialist, Army Contracting Command - Detroit Arsenal
Email: EBONI.Q.ABLERT.CIV@ARMY.MIL

Once a proposal is received, the contract specialist will reply to the respective offeror indicating receipt of the submission.

(1) Maximum size of each e-mail shall be 10 megabytes. You may use multiple e-mail messages for each submission. However, you must annotate the subject lines as described above for each message, and number them in this manner: Message 1 of 3, 2 of 3, 3 of 3. Proposals can be submitted using any of the following electronic formats:

(i) Microsoft Office Products; Word, Excel or Powerpoint. Spreadsheets must be sent in a format that includes all formulate macro and format information. Print image is not acceptable.

(ii) Files in Adobe PDF (Portable Document Format).

(iii) All other electronic formats are not acceptable.

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

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

Note: There is no "expected" or "target" length of time for proposal submission; size and content may be factors, therefore offerors are

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strongly cautioned when submitting proposals to allow adequate time for submission.

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

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

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

A.4 ACKNOWLEDGEMENT OF AMENDMENTS

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

Amendment Number: Date:

_____	_____
_____	_____
_____	_____
_____	_____

A.5 ALL OR NONE

Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

(1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.

(2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL BE DEEMED NONRESPONSIVE.

*** END OF NARRATIVE A0002 ***

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>CIRCUIT CARD ASSEMB NSN: 5998-01-541-7223 Mfr CAGE: 79986 Mfr Part Number: 5-15-33964</p>				
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>COMMODITY NAME: CIRCUIT CARD ASSEMB CLIN CONTRACT TYPE: Firm Fixed Price PRON: EH2L0072EH PRON AMD: 02 AMS CD: SM2B1100000</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>Inspection/acceptance at origin means that the contractor must contact the Defense Contract Management Agency (DCMA) to arrange for a Government inspection before production under CLIN 0001AA is shipped.</p> <p>Failure to have production inspected and accepted at origin will result in its rejection at destination. Rejected production will be returned at the contractor's expense.</p> <p>(End of narrative E001)</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W58HZ12108V634 W562RM J 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 18 0120</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W562RM) SU W0MC ARMY GENERAL SUPPLY DLA DISTRIBUTION RED RIVER HIGHWAY 82 WEST TEXARKANA, TX, 75507-5000</p>	18	EA	\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>-Exhibit A: Contract Data Requirements List - DO Form 1423, A002.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 SEE DD FORM 1423</p>				
A003	<p><u>NOTICE OF REVISION</u></p> <p>SERVICE REQUESTED: CDRL A003 - NOR CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Notice of Revision (NOR), pursuant to the requirements listed in:</p> <p><u>Section C</u> - C.2.: Configuration Management Documentation; and</p> <p><u>Addenda</u> -Exhibit A: Contract Data Requirements List - DD Form 1423, A003.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 SEE DD FORM 1423</p>	1	LO		\$ ** NSP **
A004	<p><u>CERTIFICATE OF COMPLIANCE</u></p> <p>SERVICE REQUESTED: CDRL A004 - COC CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Certificate of Conformance(COC, pursuant to the requirements listed in:</p> <p><u>Section C</u> - C.2.: Configuration Management Documentation; and</p> <p><u>Addenda</u></p>	1	LO		\$ ** NSP **

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 TECHNICAL DATA PACKAGE INFORMATION

The following Xd item applies to this solicitation:

1. There is no Technical Data Package (TDP) included with this solicitation.

2. The TDP for this solicitation resides within the System for Award Management (SAM) (<https://SAM.gov>) associated with this solicitation number:

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To access the data through SAM:

- a. Log on to the SAM web site: <https://SAM.gov>.
- b. Search for the solicitation number.
- c. Click on the attachment you would like to view.
- d. If the attachment is restricted, request access to the document.

(1) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq..

(2) Further dissemination must be in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

(3) To obtain these TDPs, contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS). To obtain certification, go to <https://public.logisticsinformationservice.dla.mil/jcp/search.aspx>

(4) Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

e. If technical data is otherwise restricted, select Request Explicit Access. This will generate an email to the Contract Specialist and Contracting Officer at Army Contract Command - Warren (DTA) with all the information needed to grant contractor access to restricted documents. SAM will automatically generate an email stating when the requesting contractor has permission to view or download TDP items.

f. If multiple individuals in the contractors organization need access to the Technical Data Package (TDP) for a solicitation and an explicit access request is required, each individual MUST submit an explicit access request to be granted approval to view the TDP. Those same individuals MUST be registered in SAM. Any individuals no longer with the company should be deleted. Questions related to registration in SAM should be directed to <https://www.sam.gov/> The SAM helpdesk phone number is (866) 606-8220. Vendors are responsible for placing correct information in SAM.

g. It is strongly suggested that contractors submit the explicit access request and provide the buyer with the completed Use and Non-Disclosure Agreement at the same time if the solicitation requires both to gain access to view the TDP.

C.2 CONFIGURATION MANAGEMENT DOCUMENTATION

a. The Configuration Change Management section of SAE EIA-649-1 Configuration Management Requirement for Defense Contracts, Paragraph 3.3, shall be used for configuration control of material with the following exclusions: paragraph 3.3(3); the second sentence of paragraph 3.3.1.8.1(1), and the General Note in paragraph 3.3.2.4(1) which reads as Generally, Minor RFVs address product changes that are temporary and do not impact the baseline.

b. Furnished item(s) shall conform to the approved configuration requirements/revision, unless a Request for Variance (RFV) is processed and approved as provided by Paragraph E. below. The term "Request for Variance" includes Requests for Deviations and Waivers.

c. Value Engineering Change Proposals (VECPs) for cost saving improvements to the Technical Data Package (TDP) should not be processed per SAE EIA-649-1 and should be referred to FAR Part 48 Value Engineering.

d. All Engineering Change Proposals (ECPs) submitted will be deemed routine. If an ECP is considered as an emergency or urgent; that justification for the rationale shall be included in the ECP submittal with all applicable supporting documentation.

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e. For ECPs, RFVs, Notices of Revision (NORs) or Specification Change Notices (SCNs), the Contractor must submit the applicable documentation listed in sub-paragraphs e (i) through e (iv) to the Administrative Contracting Officer (ACO), with an information copy to the Procuring Contracting Officer (PCO). Failure to submit a complete legible package may result in return of the ECP/RFV/SCN/NOR without processing.

(i) Documentation or use of DD Form 1692 (current revision) and delivery of data per DI-SESS-80639 is detailed in paragraph 3.3.1 of EIA-649-1 for ECPs.

(ii) Documentation or use of DD Form 1694 (current revision) and delivery of data per DI-SESS-80640 is detailed in paragraph 3.3.2 of EIA-649-1 for RFVs.

(iii) Documentation or use of DD Form 169 (current revision) and delivery of data per DI-SESS-80642 is detailed in paragraph 3.3.4 of EIA-649-1 for NORs.

(iv) Documentation and delivery of data per DI-SESS-80643 is detailed in Paragraph 3.3.3 of EIA-649-1 for SCNs.

f. Questions regarding the status of previously submitted ECP or RFV should be directed to the PCO. Incorporation of an approved RFV and/or ECP will require a contract modification execution.

g. The submission of an ECP/RFV/SCN/NOR does not affect the required delivery date of the contract. If a delivery date change is needed, a contract modification is required.

h. The contractor shall electronically transmit copies of all ECPs, NORs, RFVs and VECPS to:

CCDC CBC Engineering Office
OFFICE: FCDD-CBE-M
EMAIL: usarmy.ria.ccdc-cbc.mbx.cmaction@mail.mil
FAX: (309) 782-4537

C.3 USE OF CLASS I and CLASS II OZONE DEPLETING SUBSTANCES**(a) Definitions.**

(1) Class I and Class II Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), complete list provided at: <https://www.govinfo.gov/content/pkg/USCODE-2013-title42/html/USCODE-2013-title42-chap85-subchapVI-sec7671a.htm>

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that the contractor can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Army cannot award any contract that directly or indirectly requires the use of CIODS without the approval of the Senior Acquisition Official, per current Army Policy the approval authority is the Army Acquisition Executive. Thus, no CIODS shall be used in meeting the requirements of this contract. If the use of CIODS is required in the performance of this contract, please notify the Contracting Officer immediately in writing.

(c) No Class II Ozone Depleting Substances shall be required in the performance of this contract without government approval. If the use of Class II ODS is required in the performance of this contract, please notify the Contracting Officer immediately in writing.

*** END OF NARRATIVE C0001 ***

PACKAGING AND MARKING

Packaging and Marking

D.1 (SPECIAL PACKAGING INSTRUCTIONS)

A. Military preservation, packing, and marking for this contract/order shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of, MIL-STD-2073-1, and the Special Packaging Instruction, see below.

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- (1) LEVEL OF PRESERVATION: Military
- (2) LEVEL OF PACKING: B
- (3) QUANTITY PER UNIT PACKAGE: 001
- (4) SPECIAL PACKAGING INSTRUCTION NUMBER. P5-15-33844
- (a) REVISION A

B. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The pallet shall be a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

C. Marking: In addition to any special markings called out on the SPI;

C.1. All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, including bar coding and a MSL label. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel. Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see <http://www.acq.osd.mil/log/sci/ait.html> for the current DoD Suppliers Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the concatenated UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the palletized unit load.

D. Heat Treatment and Marking of Wood Packaging Materials: All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program. In addition, wood used as dunnage for blocking and bracing, to include ISO containers, shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

E. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided contractor provides the PCO and ACO with notification 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be

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considered and responded to within 10 days of submission to PCO and ACO.
Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

F. Hazardous Materials (as applicable):

F.1. Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

F.2. Unless otherwise specified, packaging and marking for hazardous material shall comply with the requirements for the mode of transport and the applicable performance packaging contained in the following documents:

- International Air Transport Association (IATA) Dangerous Goods Regulations
- International Maritime Dangerous Goods Code (IMDG)
- Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
- Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO P4030.19/DLAM 4145.3 (for military air shipments).

F.3. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

F.4. When applicable, a Product Safety Data Sheet (SDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

SUPPLEMENTAL INSTRUCTIONS:

-PLACE A RED X AND THE WORDS SHORT BOX ON THE FRONT OF ANY BOX THAT HAS A SHORT QUANTITY, THEN PLACE THAT BOX/BOXES WITH THE MARKINGS SHOWING ON THE TOP FRONT OF THE PALLET LOAD.

*** END OF NARRATIVE D0001 ***

INSPECTION AND ACCEPTANCE

E.1 REWORK AND REPAIR OF NONCONFORMING MATERIAL

(a) Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

(b) Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Representative for review and approval prior to implementation. Rework procedures are subject to the Governments disapproval.

(c) Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written Government approval prior to implementation.

(d) Whenever the Contractor submits a repair or rework procedure for Government review and approval, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

(e) The Government approved rework or repair procedure shall also contain a provision for re-inspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items

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have met reprocessing requirements.

E.2 INSPECTION AND ACCEPTANCE POINTS: ORIGIN

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

INSPECTION POINT: _____

(Name) (CAGE)

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

ACCEPTANCE POINT: _____

(Name) (CAGE)

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

*** END OF NARRATIVE E0001 ***

DELIVERIES OR PERFORMANCE

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

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-34	F.O.B. DESTINATION	NOV/1991
2	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	MAR/2022

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

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

"Concatenated unique item identifier" means

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

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

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a

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perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

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

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

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

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

"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, subtitle, or exhibit line items, the unit price identified in the contract at the time of delivery;

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

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

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

"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

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subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

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

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

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

(c) Unique item identifier.

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

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description
__-1-_____	-2-_____
__-1-_____	-2-_____
__-1-_____	-2-_____

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description
__-3-_____	-4-_____
__-3-_____	-4-_____
__-3-_____	-4-_____

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparable as specified in Attachment Number -5-.

(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 -6-.

(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:

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(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).

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- (9) Serial number (if concatenated unique item identifier is used).
- (10) Governments unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, 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 -7-, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

(End of clause)

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SPECIAL CONTRACT REQUIREMENTS

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DEMILITARIZATION AND TRADE SECURITY CONTROL REQUIREMENTS AND PROCEDURES

I. Demil and/or Trade Security Controls (TSCs) Summary:

A. This procurement action has a Demil and/or TSC consideration requirement. The Demil and Trade Security Control provisions in this solicitation implement the policy and requirements of the Arms Export Control Act, 22 United States Code (U.S.C.), Section 2778, the International Traffic in Arms Regulations (ITAR) at 22 Code of Federal Regulations (CFR), Parts 120-130, the Export Administration Regulations (EAR), at 15 CFR 730-774 and the Export Administration Act. Regulatory requirements and guidance are contained in Federal Acquisition Regulation (FAR) 45.6, Reporting, Redistribution, and Disposal of Contractor Inventory and Defense Federal Acquisition Regulation (DFAR) 245.604, Restrictions on Purchase or Retention of Contractor Inventory.

B. Demil and TSC policy is promulgated via Department of Defense (DoD) regulations and in the establishment of contract requirements. Accordingly, the governments right to require demilitarization under this clause is a contractual right, subject to the authority and discretion of the Procuring Contracting Officer (PCO). Therefore the PCO may or may not forward contractor demilitarization waiver request for review and approval, even when there is certifiable contractors compliance with all existing TSC regulations. The waiver approval process is described in paragraph VI of this clause.

C. The DoD policy and requirements for Demil and TSCs are contained in the DoD 4160.21-M-1, Demil and TSCs Manual. This manual is hereby incorporated by reference, and its terms, conditions, and procedures are valid and enforceable as contractual requirements. If there is a conflict between the Demil and TSCs Manual and the Demil and TSC Clause herein, the Demil and TSCs Manual takes precedence.

D. This contract requires the manufacture, assembly, test, maintenance, repair, and/or delivery of military/defense items. This clause sets forth the requirements for the control and corresponding certification and verification of disposition of contract excess property. The requirements under this clause are applicable to any contractor and/or subcontractor who perform work under this contract. This clause is a mandatory flow-down clause; accordingly, contractor/subcontractor must include this clause in subcontracts for work under this solicitation and resulting contract.

E. The Demil and TSC requirements apply to all materials and property (government furnished equipment (GFE), special tools and special test equipment, manufactured parts in whatever stage of assembly, and associated technical data including technical manuals, drawings, process sheets, and working papers) bought, assembled, produced, or provided by the government under this contract regardless of the type of contract and regardless of who has title to the material. The intent is to control military/defense items in accordance with statutory and regulatory requirements. Bidders/offerors proposed prices under this solicitation and any resulting contract should include any and all cost(s) to comply with this clause and the governments Demil and TSC requirements.

F. In general, the demil requirements must be met upon completion of the contract. For indefinite delivery contracts as defined by FAR 16.501-2, demil requirements must be met upon the expiration of the potential contractual performance period as described in section A of the contract and/or in section B (the schedule) of the contract; or upon contract termination if the contract is earlier terminated. Contractor(s) awarded a contract with demil requirements shall be responsible for maintaining an inventory system capable of recording, safeguarding and tracking all material, work in process, components associated or related to the performance of the contract for the purpose (not intended to be exclusive) of enabling the contractor to fulfill its demil obligations under this clause. The contractor will provide a copy of demil certificates to the PCO within 30 days for inclusion in the contract file.

G. Paragraph VIII. c. of this clause applies to the demil of excess U.S. Government furnished equipment/technical data (GFE) provided to a contractor in support of this contract; see excess GFE definition II. b. below. If the contractor is not using GFE in performance of this contract, disregard this paragraph.

H. The contractor agrees that demil performed under this contract will be conducted in accordance with this clause or DoD 4160.21-M-1, Demil Manual, and all demilitarized material will meet or exceed the definition of scrap as defined by this clause.

II. Definitions:

A. Contract excess property is property of the type covered by this contract for which the contractor does not claim payment or has been denied payment and all GFE not returned to the government upon completion of the contract. This includes, but is not limited to, rejects and overruns. Contract excess property (whether title to the property is in the Government or not) includes completed or partially completed parts, components, subassemblies, assemblies, end items, special tools and test equipment, and all associated technical manuals, technical data, packaging and labeling. Contract excess property shall be controlled and final disposition determined by assigned demil code unless waived.

B. Excess GFE is equipment/technical data provided by the U. S. Government to the contractor that the contractor no longer needs to satisfy the contracts requirements, which the government does not want returned during or at the completion of the contract.

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C. Demilitarization is the act of destroying the military offensive and defensive characteristics inherent in certain types of equipment and material to the degree necessary to preclude its restoration to a usable condition. The term includes mutilation, dumping at sea, cutting, crushing, shredding, melting, burning or alteration designed to prevent the further use of this equipment and material for its originally intended military purpose. It applies equally to material in unserviceable and serviceable condition.

D. Scrap is material that has no value except for its basic material content.

E. Munitions list item (MLI) is any item contained in the U. S. Munitions List, 22 CFR 120-130.

F. Commerce control list item (CCLI) is a multi-use (military, commercial and other strategic use) item under the jurisdiction of the Bureau of Export Administration, U. S. Department of Commerce, through the Export Administration Regulations, 15 CFR 730-774. The types of items on the CCL may be commodities (i. e., equipment, materials, and electronics), software, or a particular technology.

G. Trade security control (TSC) is control procedures designed to preclude the sale or shipment of Munitions List or Commerce Control List items to any entity whose interests are inimical to those of the United States. These controls are also applicable to such other selected entities as may be designated by the Deputy Under Secretary of Defense (Trade Security Policy).

H. Commercial type property is material, equipment, software, or technology not generally considered to be unique and peculiar to DoD and possessing commercial marketability.

I. Significant military equipment (SME) is material for which special export controls are warranted because of their capacity for substantial military utility or capability. Items designated as SME require worldwide demil as prescribed in DoD 4160.21-M-1, Demil Manual, appendix 4.

J. Ammunition, explosives, and dangerous articles (AEDA) is any substance that by its composition and chemical characteristics, alone or when combined with another substance, is or becomes an explosive or propellant or is hazardous or dangerous to personnel, animal or plant-life, structures, equipment or the environment as a result of blast, fire, fragment, radiological or toxic effects. AEDA is not a criterion for demil. AEDA items not on the Munitions List would be coded A or Q.

III. Applicability:

This solicitation/contract is for the production of MLIs or CCLIs and contract excess may require demil and/or TSCs. This clause is applicable to prime and subcontractors.

IV. Contractor Demil and TSCs:

A. The contractor will demil and apply TSCs as required on all contract excess property as dictated by the government assigned demil code and its definition and the demilitarization and trade security controls matrix in paragraph IX of this clause. Demil codes and definitions can be accessed per paragraph VIII of this clause.

B. The contractor will contact the PCO for declassification, safety and demil instructions for contract excess property with an assigned demil code of P, F, or G.

C. The contractor will demil all associated excess technical data.

V. Demil Certification and Verification (DC&V):

A. During or upon completion of manufacturing under this contract, the prime contractor shall notify the PCO in a timely manner that a government representative is required to witness demil of contract excess property produced under this contract whether the prime contractor or a subcontractor is performing the demil.

B. Subcontractors shall notify the prime contractor in a timely manner who shall notify the PCO that a government representative is required to witness demil of contract excess property produced under this contract.

C. The Government Quality Assurance Representative will forward all demil certificates and the final DD Form 250 to the PCO so that final payment can be made. The PCO will not release the final DD Form 250 for payment unless all pertinent demilitarization certificates from all prime and subcontractors involved have been received. If the contractor is using the Wide Area Workflow (WAWF) Receipt-Acceptance system, the QAR will ensure all demil certificates are attached to the final WAWF Receiving Report before accepting the shipment. The Demil Certification and Verification Certificate will become part of the contract file.

D. A contractors representative certifies and a technically qualified U.S. Government QAR (United States citizen) is designated as the U.S. Government official responsible for executing the Demil verification unless another U.S. Government official is designated in writing by the PCO. Both shall actually witness the demil; and both shall sign and date the DA Form 7579 available at <http://www.apd.army.mil/> .

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VI. Demil Waivers:

A. The contractor may request a demil waiver for contractual requirements. However, any waiver must be predicated upon disposition of material in a manner that is consistent with the guidelines and intent of applicable demil and TSC laws and regulations. All requests for demil waivers must be submitted in writing through the PCO to the Army's Demil PM. Waiver request must be approved prior to contractor disposition of any contract excess property and prior to the release of final DD Form 250 for payment. All waiver requests must specify the items, quantity, proposed disposition of the material, and any additional terms. If written approval of the request for a demil waiver is not granted within 45 days of submission, the demil request shall be deemed disapproved. The contractor is not entitled to demil waiver. Contact the PCO for additional specific guidance.

B. When a demil waiver is approved, all packaging and Government property containing non-removable markings shall have these markings permanently obliterated before any non-demilitarized disposition.

VII. Disputes - any disputes concerning this clause shall be addressed in accordance with the Disputes clause in this solicitation/contract.

VIII. Contractor Access and Identification of Demilitarization Requirements:

A. Contractors will identify demilitarization requirements by accessing the assigned demilitarization code via the Internet using the following steps:

1. *.Logon to the WebFLIS Web site http://www.dlis.dla.mil/WebFlis/pub/pub_search.aspx . This displays the Federal Logistics Information System WebFLIS Public Inquire.
2. *.Enter NIIN or NSN and click on Go. This page displays the demilitarization code under the icon DMIL. Make note of the assigned demilitarization code.
3. Click on the icon "DMIL" provided on this Web site. Print these demilitarization code definitions for future reference and close the screen.

B. The contractors demilitarization requirement:

1. The contractor's demilitarization requirement is based on the demilitarization code ("A," "B," "C," "D," "E," "F," "G," "P," or "Q") assigned to the property and its corresponding definition.
2. Match the demilitarization code with its definition. Demilitarize excess property in accordance with the demilitarization code definition.

Note: If an NSN has NOT been assigned to the property in question, the demilitarization code for the property is not in this database. Contact the PCO for the demilitarization requirements for property if the demilitarization code could not be identified in this database.

C. Due to numerous variables, the Government may not know which disposal option is most advantageous for GFE until the end of the contract. Three GFE disposal options available to the government are:

Option 1:

1. *.Have the contractor demilitarize the excess GFE per the assigned demilitarization code.
2. The cost of contractor demilitarization will be negotiated.
3. The PCO will provide the contractor with the pertinent demilitarization instructions for property without codes assigned.
4. The PCO will ensure that demilitarization certification and verification is properly documented.

Option 2:

1. *.Abandon or sell the excess GFE and transfer the title to the contractor.
2. Prior to the Government transferring the title of demilitarized or un-demilitarized excess GFE and regardless of its serviceability, all TSC laws must be satisfied. Therefore the contractor must be in possession of an approved end use certificate (EUC), DLA Form 1822 before the Government transfers title to the property.
3. The EUC is the U.S. Government's instrument to ensure the contractor is aware of and agrees to assume the responsibility for future TSC requirements and demilitarization cost and liabilities for the excess GFE. The demilitarization and TSC requirements for MLI/CCLI do not diminish over time. For complete TSC requirements see paragraph IX of this clause and DOD 4160.21-M-1, Demilitarization Manual.
4. Contractors and other persons must obtain the permission of the PCO prior to any subsequent disposition or sale. Any subsequent disposition or sale will be accomplished in accordance with DOD 4160.21-M-1, Demilitarization Manual.

Option 3:

The contractor returns the excess GFE to the Government's control for disposal and the government ensures adequate disposal occurs per DOD 4160.21-M-1, Demilitarization Manual.

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24 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO NOV/2021
SURVEILLANCE SERVICES OR EQUIPMENT

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

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

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

"Covered telecommunications equipment or services" means--

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

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

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

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

"Critical technology" means--

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

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

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

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

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

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

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

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

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

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

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

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

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system, or service.

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

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

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

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

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

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

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

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

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

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

(End of clause)

CONTINUATION SHEET**Reference No. of Document Being Continued**

W56HZV-22-Q-0066

Page 24 of 33**PIIN/SIIN****MOD/AMD****Name of Offeror or Contractor:**

LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST - DD FORM 1423	05-JUL-2022	002	DATA

Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

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

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

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

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

25	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
26	252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS	OCT/2016
27	252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY/2022

28	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	MAY/2022
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(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is -1-.

(2) The small business size standard is -2-.

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

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

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

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

Name of Offeror or Contractor:

System for Award Management.

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

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

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

FAR Clause #	Title	Date	Change

Name of Offeror or Contractor:

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

(End of provision)

29 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS MAY/2021

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

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

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

(i) Paragraph (e) applies.

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

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

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

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

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

(ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

Name of Offeror or Contractor:

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

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

FAR/DFARS Provision #	Title	Date	Change

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

(End of provision)

30 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT NOV/2021

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

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

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

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

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-

Name of Offeror or Contractor:

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

CONTINUATION SHEET	Reference No. of Document Being Continued W56HZV-22-Q-0066 PIIN/SIIN	Page 31 of 33 MOD/AMD
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Name of Offeror or Contractor:

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)

31 252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS MAY/2021
EQUIPMENT OR SERVICES--REPRESENTATION

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

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

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

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

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

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

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

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

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

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

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

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

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

M.1 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD

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

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

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

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

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

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

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

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

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

*** END OF NARRATIVE M0001 ***

ONTRACT DATA REQUIREMENTS LIST
 DD FORM 1423 (MECHANIZED)

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

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

1. A001		14. SEE ADDRESS CODE / /
2. ENGINEERING CHANGE PROPOSAL (ECP)		DISTRIBUTION ATTACHED**
3.		
4. DI-SESS-80639		
5. SECTION C		
6. FCDD-CBE-M	7. LT 8. N/A	9. *
10. ASREQ	11. N/A	15. TOTAL 0 / 0 / 0
12. ASREQ	13. ASREQ	
16. REMARKS		

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

1. A002		14. SEE ADDRESS CODE / /
2. REQUEST FOR VARIANCE (RFV)		DISTRIBUTION ATTACHED**
3.		
4. DI-SESS-80640		
5. SECTION C		
6. FCDD-CBE-M	7. LT 8. N/A	9. *
10. ASREQ	11. N/A	15. TOTAL 0 / 0 / 0
12. ASREQ	13. ASREQ	
16. REMARKS		

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

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

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

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

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

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

DATE: 05 JULY 2022

PIIN/SIIN W56HZV-22-Q-0066

MOD/AMD

SECTION F - DELIVERIES OR PERFORMANCE

ADDED FF00011 52.247-34 01-NOV-1991 F.O.B. DESTINATION
 AUTO/FIL FA60001 252.211-7003 01-MAR-2022 ITEM UNIQUE IDENTIFICATION AND VALUATION

SECTION I - CONTRACT CLAUSES

AUTO IF00409 52.204-13 01-OCT-2018 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
 AUTO IF00419 52.204-18 01-AUG-2020 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE
 AUTO IF00435 52.204-23 01-NOV-2021 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
 AUTO IF00394 52.223-18 01-JUN-2020 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
 AUTO IF00411 52.232-39 01-JUN-2013 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS
 AUTO IF00414 52.232-40 01-NOV-2021 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS
 AUTO IF00237 52.243-1 01-AUG-1987 CHANGES--FIXED PRICE
 AUTO IA00285 252.203-7000 01-SEP-2011 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS
 AUTO IA00287 252.203-7002 01-SEP-2013 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
 AUTO IA00269 252.204-7003 01-APR-1992 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
 AUTO IA00354 252.204-7012 01-DEC-2019 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING
 AUTO IA00339 252.204-7015 01-MAY-2016 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT
 AUTO IA00373 252.204-7018 01-JAN-2021 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES
 AUTO IA00378 252.204-7020 01-MAR-2022 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS
 AUTO IA00333 252.225-7048 01-JUN-2013 EXPORT-CONTROLLED ITEMS
 AUTO IA00388 252.225-7056 01-MAY-2022 PROHIBITION REGARDING BUSINESS OPERATION WITH THE MADURO REGIME
 AUTO IA00115 252.232-7003 01-DEC-2018 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
 AUTO IA00376 252.232-7017 01-APR-2020 ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS--PROHIBITION ON FEES AND CONSIDERATION
 AUTO IA00147 252.243-7001 01-DEC-1991 PRICING OF CONTRACT MODIFICATIONS
 AUTO IA00149 252.244-7000 01-JAN-2021 SUBCONTRACTS FOR COMMERCIAL ITEMS
 AUTO IF70067 52.204-19 01-DEC-2014 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS
 AUTO IF70118 52.204-25 01-NOV-2021 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
 AUTO/DEL IF70035 52.213-4 01-JAN-2022 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES)

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

AUTO KA00008 252.203-7005 01-NOV-2011 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS

PIIN/SIIN W56HZV-22-Q-0066

MOD/AMD

AUTO	KA00017	252.204-7008	01-OCT-2016	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS
AUTO	KA00020	252.225-7055	01-MAY-2022	Representation Regarding Business Operations with the Maduro Regime
AUTO/FIL	KF60009	52.204-8	01-MAY-2022	ANNUAL REPRESENTATIONS AND CERTIFICATIONS
AUTO/FIL	KA60005	252.204-7007	01-MAY-2021	ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS
AUTO	KF70056	52.204-24	01-NOV-2021	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
AUTO	KA70051	252.204-7017	01-MAY-2021	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION
AUTO	KA70062	252.239-7098	01-APR-2021	PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES--REPRESENTATION (DEVIATION 2021-00003)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

AUTO	LF00053	52.204-7	01-OCT-2018	SYSTEM FOR AWARD MANAGEMENT
AUTO	LF00055	52.204-16	01-AUG-2020	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING
AUTO	LF00058	52.204-22	01-JAN-2017	ALTERNATIVE LINE ITEM PROPOSAL
AUTO	LA00024	252.204-7019	01-MAR-2022	NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS
AUTO	LA00022	252.215-7013	01-JAN-2018	SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS
AUTO	LF70014	52.252-1	01-FEB-1998	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE