

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700) ➡		Rating DOA7	Page 1	of 126	Pages
2. Contract Number		3. Solicitation Number SPRBL1-21-R-0013		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2021JUL29		6. Requisition/Purchase Number SEE SCHEDULE
7. Issued By DLA LAND AT ABERDEEN DSCC-ZLAB 6565 SURVEILLANCE LOOP, ROOM C1301 APG, MD 21005-1846			Code SPRBL1	8. Address Offer To (If Other Than Item 7)				

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 04:30pm (hour) local time 2021SEP10 (Date).

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

10. For Information Call: ➡	A. Name MEGAN N. LUBER	B. Telephone (No Collect Calls)			C. E-mail Address MEGAN.LUBER@DLA.MIL
		Area Code (443)	Number 861-4531	Ext.	

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OFFER (Must be fully completed by offeror)

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

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

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

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

AWARD (To be completed by Government)

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

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

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SECTION A - SUPPLEMENTAL INFORMATION

THE FOLLOWING AMENDMENTS HAVE BEEN INCORPORATED

0001
0002
0003
0004
0005
0006
0007

Buyer Name: MEGAN N. LUBER
Buyer Office Symbol/Telephone Number: DSCC-ZLAB/(443)861-4531
Type of Contract 1: Firm Fixed Price
Type of Contract 2: Cost Plus Fixed Fee
Kind of Contract: Supply Contracts and Priced Orders

*** End of Narrative A0000 ***

This Request for Proposal (RFP) is anticipated to result in Indefinite-Delivery Indefinite-Quantity (IDIQ) multiple-award contracts to purchase a wide range of Command, Control, Computers, Communications, Cyber, Intelligence, Surveillance and Reconnaissance (C5ISR) supplies and services supporting the U.S. Army Communications-Electronics Command (CECOM), the Defense Logistics Agency (DLA), the Department of Defense (DoD) and any Federal Government Agency. However, the primary customer is intended to be CECOM. The resulting contract(s) will formally be the C5ISR Gateway to Sustainment (G2S). The terms RFP and solicitation are interchangeable.

SCOPE: The scope is provided in the Exhibit A - Statement of Work (SOW)Section 1.2. A summary of the scope is provided below for convenience:

The scope of the G2S contract includes the following nine (9) Program Support Categories:

- (1) Standard Equipment
 - Products with a National Stock Number (NSN) assigned
 - Fielded and in sustainment
- (2) Non-Standard Equipment
 - Management Control Number (MCN) assigned
- (3) Test & Evaluation
- (4) Repair
- (5) Upgrades / Ancillary Engineering Services / Design Changes
- (6) Engineering Studies and Analysis / Industrial Capability Analysis
- (7) System or Item Specific Obsolescence Monitoring, Reporting & Mitigation
- (8) Facilitation of Hybrid Organic / Contractor Support
- (9) Field Service Representatives (FSR)
 - Providing qualified and proficient FSRs capable of providing field service for systems to include both hardware and software inspection, testing, troubleshooting, repairs and upgrades.

MULTIPLE AWARDS: The Government anticipates making multiple-awards, with each awarded contract to provide the supplies and services that fit within the scope of the contract(s). However, the Government reserves the right to make a single award if it is in the best interest of the Government.

COMPETITIVE PROCEDURES: The solicitation is being released under Full and Open Competition in accordance with (IAW) FAR 6.102(b).

PREPROPOSAL CONFERENCE: The Government has scheduled a preproposal conference on Tuesday, August 10, 2021 at 10:00 am Eastern Daylight Time (EDT). The scheduled duration is 1 hour. The Government is planning to utilize the WebRTC internet platform with a concurrent audio teleconference. Interested parties should RSVP with the following:

- Name, job title and electronic mail address of their companys primary point of contact along with the company Commercial and Government Entity (CAGE) Code.
- List of names and job titles for any other individuals that are planning to join with them for the conference.
- Optional list of questions in advance of the conference to be answered publicly during the conference (Or questions may be asked during the conference).

The Government will make a brief presentation followed by a Question & Answer (Q&A) session answered publicly during the conference.

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Follow-up will be posted by way of a solicitation amendment with the Q&As after the conference to document this public discussion and for any interested parties that are unable to attend.

RSVP should be sent via an electronic mail message to both of the individuals below by Thursday, August 5, 2021 at 12:00 pm EDT. The meeting log-in and call-in information will be provided to the companys primary point of contact identified in the RSVP:

Megan Luber
Contract Specialist
DLA Land at Aberdeen
megan.luber@dla.mil

Kenneth Acquaviva
Contracting Officer
DLA Land at Aberdeen
kenneth.acquaviva@dla.mil

SMALL BUSINESS CONSIDERATIONS: IAW FAR 19.503, the solicitation includes a reservation for one or more small business prime Contractors. Additionally, Offerors are required to provide a Small Business Participation Commitment Document (SBPCD) that explains its plan to maintain a minimum of forty percent (40%) of the total awarded order dollar value throughout the life of the contract to small business (Excluding orders procurable only from a Government directed source that is an other-than-small business). IAW FAR 19.502-2, for any resultant contract(s), the Government reserves the right to set-aside future delivery/task orders under \$250,000 solely for small business prime Contractors.

ORDERING PERIOD: The base ordering period for any G2S contract will be five (5) years with five (5) one (1) year unilateral option periods. With the unilateral option years exercised, G2S supports up to ten (10) years.

SUPPLIES/SERVICES FOR PROCUREMENT: Through the use of the G2S contract(s), the Government can and will procure any of the supplies/services that are within the scope of the contract(s). IAW FAR 16.505(b), for multiple-award contracts, orders under multiple-award contracts will be competed via an Order Request for Proposal (Order RFP) to G2S prime Contractors.

CONTRACT MINIMUM: The guaranteed minimum dollar value to be placed as part of the base contract award is \$10,000 per awardee. The minimum guarantee applies to the base period only. At the time when the aggregate of orders equals or exceeds the guaranteed minimum, the guaranteed minimum will have been met and the Governments obligations regarding the guaranteed minimum will have been satisfied.

CONTRACT MAXIMUM: The total amount of all orders placed against all G2S contracts shall not exceed \$3,200,000,000 (\$3.2B) over the ten (10) year period of performance, which includes the five (5) year base period, and the five (5) one (1) year unilateral option periods. All G2S contracts will have a COMBINED maximum ceiling of \$3.2B, meaning no more than \$3.2B will be obligated against all of the G2S contracts awarded.

UNILATERAL OPTION YEARS: Each contract awarded will contain a provision for unilateral options on the part of the Contracting Officer to extend the term of the contract for up to five (5), one (1) year unilateral option periods. The exercise of unilateral options is IAW FAR 52.217-9 entitled "Option To Extend the Term of the Contract". Acceptance of this clause is mandatory. Therefore, submission of an offer shall be considered the Offerors acceptance of the unilateral option provision.

DISCUSSIONS: The Government intends to make awards based on the initial offers. However, the Government reserves the right to conduct discussions if necessary. Offerors are encouraged to submit their best proposal in response to this solicitation.

PRICING OVERVIEW: The Attachment 0001 - Price Evaluation List (PEL) spreadsheet contains supply items. The pricing for any awarded items will be Firm Fixed Price (FFP) ceiling prices in the resultant contract. Section L of the solicitation provides instructions to Offerors. A summary is provided below for convenience:

The PEL is considered a representative sample of hardware items that may be required throughout the duration of the contract.

For the PEL, offers for alternate items will not be considered. After award, during competitive delivery order RFPs, offers for alternate items may be considered.

Offeror are required to meet the minimum percentages below with their offer:

- Historically Under-utilized Business Zone (HUBZone) Small Business Offerors: Must provide proposal for at least 60% of the PEL items. Note that, while lower limit is being applied to HUBZone Small Business Offerors, a HUBZone price evaluation preference is not applicable to this RFP because it is intended to result in multiple-award contracts and includes a reservation for one or more small business awardees.
- Small Business Offerors (Other than HUBZone): Must provide proposal for at least 70% of the PEL items.
- Other-Than-Small (i.e., Large) Business Offerors: Must provide proposal for at least 85% of the PEL items.

The base and unilateral option year prices provided by the Offeror on the PEL will be used for evaluation purposes.

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GENERAL INSTRUCTIONS: Offerors should read the entire RFP to understand the requirements of the solicitation and be particularly aware of the requirements in Section L, Instructions to Offerors. A summary is provided below for convenience of the RFP documents These documents will be available for download from the Governments System for Award Management (SAM) website located at <https://www.sam.gov>

- Solicitation: This Standard Form 33 solicitation document.
- Exhibit A: Statement of Work (SOW) - This document provides the requirements of the G2S and should be read in its entirety.
- Exhibit B: ILSC Supplemental SOW This document includes supplemental requirements for supplies on the PEL and any future Order RFPs for supplies/services. This document should be read along with Exhibit A and Attachment 0001.
- Attachment 0001: Price Evaluation List (PEL) This document provides the supply items to be evaluated with the offers. Offerors shall insert Firm Fixed Prices for each item it proposes. Refer to Section L for instructions.
- Attachment 0002: Use and Non-Disclosure Agreement (NDA) for SPRBL1-21-R-0013 DLA Land at Aberdeen needs a signed NDA before potential offerors will receive access to the Technical Data Packages (TDPs). See the below instructions on how to receive TDPs.
- Attachment 0003: Post-Award Ordering Process.

PROPOSAL PACKAGE: A summary is provided below for convenience listing the documents required for a complete proposal package:

- Cover letter on company letterhead as described in Section L.1.9
- This Standard Form 33 solicitation document with page 1 blocks 16, 17 and 18 completed/signed and all fill-in information entered where required throughout the solicitation and completed/signed copies of any associated amendments (Or, if a conformed copy of the solicitation is provided by the Government that incorporates the amendments, the Offeror may include a completed/signed copy of the conformed RFP in lieu of the individually completed and signed copies of the RFP and any associated amendments individually).
- Proposal Volume 1 Technical Proposal
- Proposal Volume 2 Past Performance Proposal
- Proposal Volume 3 Small Business Participation Proposal
- Proposal Volume 4 Price Proposal

TEAMING ARRANGEMENTS OR JOINT VENTURES: Refer to FAR 52.207-6 for the definition of a Small Business Teaming Arrangement. A "Joint Venture" as listed in Section L and M of the solicitation is defined as an enterprise owned and operated by two or more businesses or individuals as a separate entity (not a subsidiary) for the mutual benefit of the members of the group. A joint venture possesses the characteristics of joint control.

PROPOSAL SUBMISSION: Offerors should refer to the instructions in Section L. A summary is provided below for convenience:

Offerors are responsible for submitting proposals by the date/time specified in the solicitation or most recent amendment. Unless specified otherwise, the time deadline for receipt is 4:30 p.m. Eastern Time on the day of the RFP closing. Offerors must submit their proposals via electronic mail message to both of the individuals listed below. Submissions through the Offerors private secured file exchange service/website will be accepted if the Offeror provides an electronic mail message to the individuals below with a link to the uploaded documents by the date/time specified for the closing of the RFP. Any private secured file exchange service shall not require signup/registration by these Government personnel. If the Offeror wishes to use the Governments DoD Secure Access File Exchange (DoD SAFE) website (<https://safe.apps.mil>) to submit their proposals, the Offeror must provide an electronic mail message to both of the individuals below to request a drop-off (i.e., upload) code no less than five (5) business days prior to the RFP closing date and the uploads must be completed before the RFP closing date/time:

Megan Luber
Contract Specialist
DLA Land at Aberdeen
megan.luber@dla.mil

Kenneth Acquaviva
Contracting Officer
DLA Land at Aberdeen
kenneth.acquaviva@dla.mil

TECHNICAL DATA PACKAGE (TDP) RECEIPT INSTRUCTIONS: Some of the TDPs for this acquisition are subject to the International Traffic in Arms Regulations (ITAR). All technical documents for these items include but are not limited to, test plans, test reports, drawings and specifications containing information that is subject to the controls defined in the ITAR. This information shall not be provided to non-U.S. persons or transferred by any means to any location outside the United States.

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A company wishing to receive the TDPs must have an active status in the Defense Logistics Agency Joint Certification Program (JCP) and must provide a completed/signed copy of the Attachment 0002 - NDA. To receive access to the TDPs, send an electronic mail message to both of the individuals listed above with the completed/signed NDA along with a copy of your company's Commercial and Government Entity (CAGE) Code verification from SAM.

Once the Government has received your completed/signed NDA and your company CAGE Code has been verified to have an active/current JCP Certificate, the applicable TDPs will be provided via the DoD Secure Access File Exchange (SAFE) website to the individual that provided the CAGE Code verification and completed/signed NDA. That individual will receive an electronic mail message from the DoD SAFE website ("<https://safe.apps.mil/>" with a link and password to retrieve the TDPs and a follow-up electronic mail message with a separate passphrase to download encrypted files.

The Government will process TDP requests on a first come, first served basis. These TDPs will be needed to prepare a complete proposal package. The electronic mail message to the Government should be sent as soon as possible after the solicitation opening date but no less than five (5) business days prior to the closing date.

PROPOSAL VALIDITY: Proposals must be valid for a minimum of one hundred and eighty (180) calendar days after the solicitation closing date.

CONTRACTOR CODE OF BUSINESS ETHICS: While not required with the proposal package, IAW FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020), Contractors shall provide a copy of their code of business ethics and conduct within thirty (30) calendar days of award.

ORDERING: After award, requests for supplies/ services will be competed among awardees, except under certain circumstances IAW FAR 16.505(b)(2) and otherwise as defined in this solicitation. Award decisions may be made either by line item or in their entirety. After contract award, the Contracting Officer may choose to use reverse auction for the competition of delivery orders as outlined in DLAD Proc Note L09 Reverse Auction. In accordance with FAR 16.505(b)(8), the following individual has been designated the delivery order ombudsman:

Bradley Holtzapple
 Competition Advocate
 DLA Land at Aberdeen
 (443) 861-4563
 bradley.holtzapple@dla.mil

SOURCE RESTRICTIONS: Offerors are advised that the Buy American Act, Berry Amendment and Trade Agreements requirements will apply to the supplies/services purchased on the G2S. G2S prime Contractors shall only provide end items that are manufactured or substantially transformed in the United States or a Qualifying/Designated country, as set forth in FAR 25.003 and DFARS 225.003. Additionally, there are other procurement restrictions in the regulations that may apply to certain products. The applicable clauses are provided below. Contractors must be aware of which provision applies at the time that they submit their offer.

The applicable clauses are:

- DFARS 252.225-7000 BUY AMERICAN-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-BASIC (NOV 2014)
- DFARS 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM-BASIC (DEC 2017)
- DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017)
- DFARS 252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUN 2005)
- DFARS 252.225-7020 TRADE AGREEMENTS CERTIFICATE-BASIC (NOV 2014)
- DFARS 252.225-7021 TRADE AGREEMENTS-BASIC (SEP 2019)
- DFARS 252.225-7035 BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-BASIC (NOV 2014)
- DFARS 252.225-7036 BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM-BASIC (DEC 2017)

DLAD PROCUREMENT NOTES INCORPORATED BY REFERENCE (April 14, 2021): This solicitation/contract incorporates one or more DLAD Procurement Notes by reference, with the same force and effect as if they were given in full text. The full text of a DLAD Procurement Note may be accessed electronically at:

- <https://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx>

DLAD TECHNICAL AND QUALITY REQUIREMENTS INCORPORATED BY REFERENCE (June 21, 2021): This solicitation/contract incorporates one or more DLAD Technical and Quality Requirements by reference, with the same force and effect as if they were given in full text. The full text of a DLAD Technical and Quality Requirement may be accessed electronically at:

- <https://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx>

COVERED DEFENSE INFORMATION (CDI): Note regarding DFARS 252.204-7008 and DFARS 252.204-7012: The Government not including or identifying CDI at this time does not constitute a lack of CDI for this solicitation/award.

SECURITY CLEARANCE/CLASSIFICATION REQUIREMENTS: Note that there could be future supplies/services that require a security clearances or

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classification requirements that will only be competed among G2S prime Contractors with the necessary clearance.

CONTRACT ADMINISTRATION: DLA Land at Aberdeen intends to use a contract administration system that will facilitate the management of this program. All G2S awardees will be required to use the selected system at no cost to the Government once it is implemented.

OTHER INFORMATION/CLARIFICATION: The term Contractor used throughout this solicitation is synonymous with terms G2S prime Contractor, Offeror, Awardee, or Vendor.

For purposes of this solicitation and the resultant contract(s), the term day means a calendar day unless otherwise specified.

Offers submitted in response to this solicitation and Order RFPs shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

*** END OF NARRATIVE A0001 ***

The purpose of amendment 0001 for solicitation SPRBL1-21-R-0013 is as follows:

- Incorporate Attachment 0004: Questions and Answers (Q&A).

*** END OF NARRATIVE A0002 ***

The purpose of amendment 0002 for solicitation SPRBL1-21-R-0013 is as follows:

- Incorporate Attachment 0004: Questions and Answers (Q&A) with an updated copy.
- Revise Narratives A0001, F0001, H0001, L0001 and M0001 as described in the updated copy of Attachment 0004.
- Revise Attachment 0001 as described in the updated copy of Attachment 0004.
- Extend the solicitation closing to 4:30 p.m. Eastern Time on Friday, September 10, 2021. The Government does not anticipate any further extensions.

*** END OF NARRATIVE A0003 ***

The purpose of amendment 0003 for solicitation SPRBL1-21-R-0013 is as follows:

- Revise Narrative L0001 as described in the updated copy of Attachment 0004.
- Incorporate Exhibits C through F: Special Packaging Instructions (SPIs) as described in the updated copy of Attachment 0004.
- Incorporate Attachment 0004: Questions and Answers (Q&A) with an updated copy.
- Incorporate Attachments 0005 and 0006: Preproposal Conference Presentation and Networking Chat.

*** END OF NARRATIVE A0004 ***

The purpose of amendment 0004 for solicitation SPRBL1-21-R-0013 is as follows:

- Revise Narratives L0001 and M0001 (As described in the updated copy of Attachment 0004).
- Revise Exhibit B (As described in the updated copy of Attachment 0004).
- Revise Attachment 0004 with an updated copy.

*** END OF NARRATIVE A0005 ***

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The purpose of amendment 0005 for solicitation SPRBL1-21-R-0013 is as follows:

- Revise Exhibit B (As described in the updated copy of Attachment 0004).
- Revise Attachment 0004 with an updated copy.

*** END OF NARRATIVE A0006 ***

The purpose of amendment 0006 for solicitation SPRBL1-21-R-0013 is as follows:

- Revise Narratives L0001 and M0001 (Past Performance).
- Revise Attachment 0004 with an updated copy.

*** END OF NARRATIVE A0007 ***

The purpose of amendment 0007 for solicitation SPRBL1-21-R-0013 is as follows:

- Revise Attachment 0004 with an updated copy.

*** END OF NARRATIVE A0008 ***

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

PLEASE DISREGARD THE PRICE FILL-INS IN SECTION B. Instead you will input prices in Attachment 0001. This section is for informational purposes only.

*** END OF NARRATIVE B0001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<u>BASIC CLIN FOR ELIN</u>				
A001	<u>PRODUCTION STATUS REPORT</u> COMMODITY NAME: DI-SESS-81255 See Contract Deliverable Requirements List (CDRL List) in Exhibit A, Statement of Work. <div>(End of narrative B001)</div> <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> FOB POINT: SHIP TO: (SPRBL1) DLA LAND AT ABERDEEN DLR PROCUREMENT OPERATIONS - ZL 6565 SURVEILLANCE LOOP, ROOM C1301 APG, MD 21005-1846			\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>
B001	<u>OBSOLESCENCE STATUS REPORT</u> COMMODITY NAME: DI-MISC-80711A See Contract Deliverable Requirements List (CDRL List) in Exhibit A, Statement of Work. <div>(End of narrative B001)</div> <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> FOB POINT:			\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000	<div>SHIP TO:</div> <div>(SPRBL1) DLA LAND AT ABERDEEN</div> <div>DLR PROCUREMENT OPERATIONS - ZL</div> <div>6565 SURVEILLANCE LOOP, ROOM C1301</div> <div>APG, MD 21005-1846</div> <div><u>SUPPLY - BASE PERIOD YEAR 1</u></div> <div>COMMODITY NAME: G2S SUPPLIES</div> <div>CLIN CONTRACT TYPE:</div> <div>Firm Fixed Price</div> <div>This CLIN will be used for supplies as needed. See Statement of Work, Exhibit A and ILSC Supplemental Statement of Work, Exhibit B.</div> <div>(End of narrative B001)</div> <div><u>Packaging and Marking</u></div> <div><u>Deliveries or Performance</u></div> <div>FOB POINT:</div>			\$ _____	\$ _____
1001	<div><u>SERVICES - BASE PERIOD YEAR 1</u></div> <div>SERVICE REQUESTED: G2S SERVICES</div> <div>CLIN CONTRACT TYPE:</div> <div>Cost Plus Fixed Fee</div> <div>This CLIN will be used for services as needed. See Statement of Work, Exhibit A and ILSC Supplemental Statement of Work, Exhibit B.</div> <div>(End of narrative B001)</div> <div><u>Inspection and Acceptance</u></div> <div>INSPECTION: Destination ACCEPTANCE: Destination</div> <div><u>Deliveries or Performance</u></div>				\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	<p><u>SERVICES - BASE PERIOD YEAR 1</u></p> <p>SERVICE REQUESTED: G2S SERVICES CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN will be used for services as needed. See Statement of Work, Exhibit A and ILSC Supplemental Statement of Work, Exhibit B.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____
2000	<p><u>SUPPLY - BASE PERIOD YEAR 2</u></p> <p>COMMODITY NAME: G2S SUPPLIES CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN will be used for supplies as needed. See Statement of Work, Exhibit A and ILSC Supplemental Statement of Work, Exhibit B.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT:</p>			\$ _____	\$ _____
2001	<p><u>SERVICES - BASE PERIOD YEAR 2</u></p> <p>SERVICE REQUESTED: G2S SERVICES CLIN CONTRACT TYPE: Cost Plus Fixed Fee</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	<p>This CLIN will be used for services as needed. See Statement of Work, Exhibit A and ILSC Supplemental Statement of Work, Exhibit B.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				
	<p><u>SERVICES - BASE PERIOD YEAR 2</u></p> <p>SERVICE REQUESTED: G2S SERVICES CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN will be used for services as needed. See Statement of Work, Exhibit A and ILSC Supplemental Statement of Work, Exhibit B.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____
3000	<p><u>SUPPLY - BASE PERIOD YEAR 3</u></p> <p>COMMODITY NAME: G2S SUPPLIES CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN will be used for supplies as needed. See Statement of Work, Exhibit A and ILSC Supplemental Statement of Work, Exhibit B.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>			\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	<p><u>Deliveries or Performance</u></p> <p>FOB POINT:</p> <p><u>SERVICES - BASE PERIOD YEAR 3</u></p> <p>SERVICE REQUESTED: G2S SERVICES CLIN CONTRACT TYPE: Cost Plus Fixed Fee</p> <p>This CLIN will be used for services as needed. See Statement of Work, Exhibit A and ILSC Supplemental Statement of Work, Exhibit B.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____
3002	<p><u>SERVICES - BASE PERIOD YEAR 3</u></p> <p>SERVICE REQUESTED: G2S SERVICES CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN will be used for services as needed. See Statement of Work, Exhibit A and ILSC Supplemental Statement of Work, Exhibit B.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____
4000	<p><u>SUPPLY - BASE PERIOD YEAR 4</u></p>			\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	<p>COMMODITY NAME: G2S SUPPLIES CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN will be used for supplies as needed. See Statement of Work, Exhibit A and ILSC Supplemental Statement of Work, Exhibit B.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT:</p> <p><u>SERVICES - BASE PERIOD YEAR 4</u></p> <p>SERVICE REQUESTED: G2S SERVICES CLIN CONTRACT TYPE: Cost Plus Fixed Fee</p> <p>This CLIN will be used for services as needed. See Statement of Work, Exhibit A and ILSC Supplemental Statement of Work, Exhibit B.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____
4002	<p><u>SERVICES - BASE PERIOD YEAR 4</u></p> <p>SERVICE REQUESTED: G2S SERVICES CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN will be used for services as needed. See Statement of Work, Exhibit A and ILSC Supplemental</p>				\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5000	<p>Statement of Work, Exhibit B.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p><u>SUPPLY - BASE PERIOD YEAR 5</u></p> <p>COMMODITY NAME: G2S SUPPLIES CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN will be used for supplies as needed. See Statement of Work, Exhibit A and ILSC Supplemental Statement of Work, Exhibit B.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT:</p>			\$ _____	\$ _____
5001	<p><u>SERVICES - BASE PERIOD YEAR 5</u></p> <p>SERVICE REQUESTED: G2S SERVICES CLIN CONTRACT TYPE: Cost Plus Fixed Fee</p> <p>This CLIN will be used for services as needed. See Statement of Work, Exhibit A and ILSC Supplemental Statement of Work, Exhibit B.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5002	<u>Deliveries or Performance</u>				
	<u>SERVICES - BASE PERIOD YEAR 5</u>				\$ _____
	SERVICE REQUESTED: G2S SERVICES CLIN CONTRACT TYPE: Firm Fixed Price				
	<p>This CLIN will be used for services as needed. See Statement of Work, Exhibit A and ILSC Supplemental Statement of Work, Exhibit B.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				
6000	<u>SUPPLY - OPTION PERIOD 1 - YEAR 6</u>			\$ _____	\$ _____
	COMMODITY NAME: G2S SUPPLIES CLIN CONTRACT TYPE: Firm Fixed Price				
	<p>This CLIN will be used for supplies as needed. See Statement of Work, Exhibit A and ILSC Supplemental Statement of Work, Exhibit B.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT:</p>				
	<u>SERVICES - OPTION PERIOD 1 - YEAR 6</u>				\$ _____
6001	SERVICE REQUESTED: G2S SERVICES CLIN CONTRACT TYPE:				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6002	<p>Cost Plus Fixed Fee</p> <p>This CLIN will be used for services as needed. See Statement of Work, Exhibit A and ILSC Supplemental Statement of Work, Exhibit B.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p><u>SERVICES - OPTION PERIOD 1 - YEAR 6</u></p> <p>SERVICE REQUESTED: G2S SERVICES CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN will be used for services as needed. See Statement of Work, Exhibit A and ILSC Supplemental Statement of Work, Exhibit B.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____
7000	<p><u>SUPPLY - OPTION PERIOD 2 - YEAR 7</u></p> <p>COMMODITY NAME: G2S SUPPLIES CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN will be used for supplies as needed. See Statement of Work, Exhibit A and ILSC Supplemental Statement of Work, Exhibit B.</p> <p>(End of narrative B001)</p>			\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7001	<p><u>Packaging and Marking</u></p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT:</p> <p><u>SERVICES - OPTION PERIOD 2 - YEAR 7</u></p> <p>SERVICE REQUESTED: G2S SERVICES CLIN CONTRACT TYPE: Cost Plus Fixed Fee</p> <p>This CLIN will be used for services as needed. See Statement of Work, Exhibit A and ILSC Supplemental Statement of Work, Exhibit B.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____
7002	<p><u>SERVICES - OPTION PERIOD 2 - YEAR 7</u></p> <p>SERVICE REQUESTED: G2S SERVICES CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN will be used for services as needed. See Statement of Work, Exhibit A and ILSC Supplemental Statement of Work, Exhibit B.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
8000	<p><u>SUPPLY - OPTION PERIOD 3 - YEAR 8</u></p> <p>COMMODITY NAME: G2S SUPPLIES CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN will be used for supplies as needed. See Statement of Work, Exhibit A and ILSC Supplemental Statement of Work, Exhibit B.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT:</p>			\$ _____	\$ _____
8001	<p><u>SERVICES - OPTION PERIOD 3 - YEAR 8</u></p> <p>SERVICE REQUESTED: G2S SERVICES CLIN CONTRACT TYPE: Cost Plus Fixed Fee</p> <p>This CLIN will be used for services as needed. See Statement of Work, Exhibit A and ILSC Supplemental Statement of Work, Exhibit B.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____
8002	<p><u>SERVICES - OPTION PERIOD 3 - YEAR 8</u></p> <p>SERVICE REQUESTED: G2S SERVICES CLIN CONTRACT TYPE: Firm Fixed Price</p>				\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9000	<p>This CLIN will be used for services as needed. See Statement of Work, Exhibit A and ILSC Supplemental Statement of Work, Exhibit B.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p><u>SUPPLY - OPTION PERIOD 4 - YEAR 9</u></p> <p>COMMODITY NAME: G2S SUPPLIES CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN will be used for supplies as needed. See Statement of Work, Exhibit A and ILSC Supplemental Statement of Work, Exhibit B.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT:</p>			\$ _____	\$ _____
9001	<p><u>SERVICES - OPTION PERIOD 4 - YEAR 9</u></p> <p>SERVICE REQUESTED: G2S SERVICES CLIN CONTRACT TYPE: Cost Plus Fixed Fee</p> <p>This CLIN will be used for services as needed. See Statement of Work, Exhibit A and ILSC Supplemental Statement of Work, Exhibit B.</p> <p>(End of narrative B001)</p>				\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9002	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> <u>SERVICES - OPTION PERIOD 4 - YEAR 9</u> SERVICE REQUESTED: G2S SERVICES CLIN CONTRACT TYPE: Firm Fixed Price This CLIN will be used for services as needed. See Statement of Work, Exhibit A and ILSC Supplemental Statement of Work, Exhibit B. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u>				\$ _____
9010	<u>SUPPLY - OPTION PERIOD 5 - YEAR 10</u> COMMODITY NAME: G2S SUPPLIES CLIN CONTRACT TYPE: Firm Fixed Price This CLIN will be used for supplies as needed. See Statement of Work, Exhibit A and ILSC Supplemental Statement of Work, Exhibit B. (End of narrative B001) <u>Packaging and Marking</u> <u>Deliveries or Performance</u> FOB POINT:			\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9011	<p><u>SERVICES - OPTION PERIOD 5 - YEAR 10</u></p> <p>SERVICE REQUESTED: G2S SERVICES CLIN CONTRACT TYPE: Cost Plus Fixed Fee</p> <p>This CLIN will be used for services as needed. See Statement of Work, Exhibit A and ILSC Supplemental Statement of Work, Exhibit B.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____
9012	<p><u>SERVICES - OPTION PERIOD 5 - YEAR 10</u></p> <p>SERVICE REQUESTED: G2S SERVICES CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN will be used for services as needed. See Statement of Work, Exhibit A and ILSC Supplemental Statement of Work, Exhibit B.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

APPLICABLE DLAD PROC NOTES***SEE SECTION A FOR INSTRUCTIONS

- DLAD Proc Note C02 Manufacturing Phase-Out or Discontinuation of Production, Diminishing Sources, and Obsolete Materials or Components (DEC 2016)
- DLAD Proc Note C03 Contractor Retention of Supply Chain Traceability Documentation (JUN 2020)
- DLAD Proc Note C06 Surge and Sustainment (S&S) Requirements (FEB 2017)
- DLAD Proc Note C07 Warstopper Program Material Buffer Availability (JUN 2020)
- DLAD Proc Note C14 Correction of Nonconforming Packaging or Marking (MAY 2020)
- DLAD Proc Note C18 Shipping Instructions for Export and U.S. Territories (AUG 2017)
- DLAD Proc Note C19 Trans-Shipment of Material through DLA Containerization and Consolidation Points (CCP) (JUN 2020)
- DLAD Proc Note C20 Vendor Shipment Module (VSM) (JUN 2020)

PURCHASING SYSTEM REVIEWS

From the commencement of performance of this contract until 3 years after the final contract payment, the contractor must allow the contracting officer, ACO, Defense Contract Management Agency (DCMA), Defense Contract Audit Agency (DCAA), and any other duly authorized representative of the contracting officer access to all records and information pertaining to those items or services for which the Government is relying on the contractors purchasing system to determine that competition was obtained or to justify that prices are fair and reasonable. The contractor must maintain records subject to this clause for not less than 3 years after the contract final payment.

The contracting officer may conduct reviews of purchased items or services provided under this contract regardless of dollar value to ascertain whether the contractor has obtained the best value. The contractor must obtain competition to the maximum extent practicable for all purchases. Prior to purchasing any supplies or services, the contractor must solicit a competitive quotation from at least two independently-competing firms. For other than sole source items, the request for quotations must, to the maximum extent practical, solicit offers from different manufacturers or producers. If the contractor is unable to obtain quotes for competing items from two or more independently-competing firms, the contractor must retain documentation supporting its rationale for selection of the suppliers solicited and selected and its determination that the price was fair and reasonable. The contractor is responsible for maintaining this documentation for all sole source/noncompetitive actions. The following price reasonableness and documentation requirements are applicable to all purchases, regardless of dollar value:

- (i) A price is reasonable if it does not exceed a price incurred by a prudent person in the conduct of competitive business. The contracting officer will examine the prices with particular care in connection with buys that may not be subject to effective competition restraints. The contractors price will not be presumed to be reasonable. If an initial review of the facts results in a challenge of a specific price by the contracting officer or the contracting officers representative, the burden of proof must be upon the contractor to establish that the price is reasonable under the standards in FAR Subpart 15.4 and FAR 31.201-3.
- (ii)The contractor must keep the documentation to a minimum, but must retain data supporting the purchases either by paper or electronically. At a minimum, price quotations and invoices must be retained. Should the contractor receive an oral price quotation, the contractor must document who the supplier or subcontractor is by complete name, address, telephone number, price, terms and other conditions quoted by each vendor. Price quotes for supplies must be broken down by individual items, shipping costs, and any other included expenses. Price quotes for incidental services which are not pre- priced in the contract must include labor hours and costs or prices, as applicable, including the total price of the job, individual pricing for the portions of the work if applicable, materials, and all other elements of cost, overhead, and profit. This price breakdown documentation must be made for each subcontractor performing work on this contract.

When applicable, if the contractor is purchasing from subcontractors or other sources and receives a discount or rebates, the contractor must immediately pass these savings to the Government in the contract price and invoice for payment. The contractor is required to use diligence in the selection of the most economical method of delivery of the product or services by selecting a best value method of delivery based on the urgency and nature of the work or product required. When labor hours are involved in the work to be accomplished and the contractor has not already pre-priced the effort to use its own labor force, the contractor must provide the labor at rates required by the contract (for example, Service Contract Act or Davis-Bacon Act rates) or at rates based on competition if mandatory rates are not required by the contract.

If the contracting officer determines that the purchased product or service is unreasonably priced, the contractor must refund to the Government the amount the contracting officer determines is in excess of a reasonable price. The contracting officer must notify the contractor in writing in accordance with FAR 32.604 Demand for Payment, giving the basis for the determination and the amount to be refunded. The contractor must make the refund payment in accordance with directions from the contracting officer, and must provide proof of the refund payment to the contracting officer. The contracting officer may collect the amount due using all available means in accordance with FAR Subpart 32.6. FAR 52.232-17, Interest, is applicable to payments not made within 30 days of the demand for payment. Any disputes arising under this provision must be handled in accordance with the Disputes clause of this contract.

END OF PURCHASING SYSTEM REVIEWS

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued SPRBL1-21-R-0013 PIIN/SHIN MOD/AMD</p>	<p style="text-align: center;">Page 24 of 126 REPRINT</p>
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Name of Offeror or Contractor:

DLAD PROC NOTE C04 Unused Former Government Surplus Property (DEC 2016)
NOTE THIS IS FOR THE PRICE EVALUATION LIST (PEL) ITEMS ONLY

To be considered for award, the offeror must complete and submit the following representation with their offer. Additional supporting documentation to demonstrate the surplus material offered was previously owned by the Government and meets solicitation requirements must be provided within 24 hours of request by the contracting officer.

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety. Yes ___ No ___
The material conforms to the technical requirements cited in the solicitation (e.g., Commercial and Government Entity (CAGE) Code and part number, specification, etc.). Yes ___ No ___
The material conforms to the revision letter/number, if any is cited. Yes ___ No ___ Unknown ___
If No, the revision does not affect form, fit, function, or interface. Yes___ No ___ Unknown ___ The material was manufactured by:
(Name)_____
(Address):_____

(2) The offeror currently possesses the material Yes ___ No ___
If yes, the offeror purchased the material from a Government selling agency or other source.
Yes ___ No ___ If yes, provide the following:
Government Selling Agency:_____
Contract Number:_____
Contract Date: (Month, Year):_____
Other Source:_____
Address:_____
Date Acquired: (Month/Year)_____

(3) The material has been altered or modified. Yes ___ No ___
If Yes, the offeror must provide the name of the company that performed the alteration or modification and attach or forward to the contracting officer a complete description of the alterations or modifications.

(4) The material has been reconditioned. Yes ___ No ___
If Yes, (i) the price offered includes the cost of reconditioning /refurbishment. Yes ___ No ___; and (ii) the offeror must provide information on the company that reconditioned the material with the certifications and attach or forward to the contracting officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard. The material contains cure-dated components. Yes ___ No ___
If Yes, (i) the price includes replacement of cure-dated components. Yes ___ No ___; and (ii) provide cure date to the contracting officer.

(5) The material has data plates attached. Yes ___ No ___
If Yes, the offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the contracting officer. _____

(6) The offered material is in its original package. Yes ___ No ___
If yes, the offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the contracting officer a copy or facsimile of original package markings:
Contract Number_____
NSN_____
CAGE Code_____
Part Number_____
Other Markings/Data_____

(7) The offeror has supplied this same material (National Stock Number) to the Government before.
Yes ___ No ___
If Yes, (i) the material being offered is from the same original Government contract number as that provided previously. Yes ___ No ___; and (ii) state below the Government Agency and contract number under which the material was previously provided:
Agency_____
Contract Number_____

(8) The material is manufactured in accordance with a specification or drawing. Yes ___ No ___
If Yes, (i) the specification/drawing is in the possession of the offeror. Yes ___ No ___; and (ii) the offeror has stated the applicable information below, or forwarded a copy or facsimile to the contracting officer. Yes ___ No ___
Specification/Drawing Number_____
Revision (if any)_____
Date_____

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. Yes ___ No ___

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If Yes, (i) material has been re-preserved. Yes ☐ No ☐;
(ii) material has been repackaged. Yes ☐ No ☐;
(iii) percentage of material that has been inspected is ____%; and/or (iv) number of items inspected is ____; and
(v) a written report was prepared. Yes ☐ No ☐;
and if Yes, the offeror has attached the written report or forwarded it to the contracting officer. Yes ☐ No ☐

The offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, Inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

The offeror has attached or forwarded to the contracting officer one of the following, to demonstrate that the material being offered was previously owned by the Government (offeror check which one applies): ☐ For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DLA Disposition Services Form 1427, Notice of Award, Statement and Release Document.
☐ For DLA Disposition Services Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.
☐ When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, commercial and Government entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c)(6) of this clause. Yes ☐ No ☐.)
☐ When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach.

This only applies to offers of Government surplus material. Offers of commercial surplus, manufacturers overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the DLAD procurement note L04, Offers for Part Numbered Items.

If requested by the contracting officer, the offeror shall furnish sample units, in the number specified, to the contracting officer or to another location specified by the contracting officer, within 10 days after the contracting officers request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the offerors expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the offeror furnishing the samples can include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples performance are made by the Government, the offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted.

In the event of award, the contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order. The surplus material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. If higher-level contract quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.

****END OF DLAD PROC NOTE C04***

*** END OF NARRATIVE C0001 ***

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Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

APPLICABLE DLAD PROC NOTES AND TECHNICAL REQUIREMENTS***SEE SECTION A FOR INSTRUCTIONS

DLAD T/Q RP001 - DLA Packaging Requirements for Procurement

Supplemental Note to DLAD T/Q RP001: Marking shall be in accordance with MIL-STD-130.

*** END OF NARRATIVE D0001 ***

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

APPLICABLE DLAD PROC NOTES AND TECHNICAL REQUIREMENTS***SEE SECTION A FOR INSTRUCTIONS

DLAD PROC NOTE E04 Production Lot Testing Government (MAY 2020)

DLAD PROC NOTE E05 Production Verification Testing (MAY 2020)

DLAD Proc Note E06 Inspection and Acceptance at Origin (JUN 2018)

NOTE - Applicable to items on the PEL or future Order RFPs identified as requiring Government Source Inspection/Acceptance

DLAD T/Q RQ009 Inspection and Acceptance at Origin

NOTE - Applicable to items on the PEL or future Order RFPs identified as requiring Government Source Inspection/Acceptance

*** END OF NARRATIVE E0001 ***

	Regulatory Cite	Title	Date
E-1	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
E-2	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-3	52.246-3	INSPECTION OF SUPPLIES--COST-REIMBURSEMENT	MAY/2001
E-4	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-5	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984
E-6	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-7	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	DEC/2014

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

ISO 9001:2015

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

- (1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
 - (2) When the technical requirements of a subcontract require--
 - (i) Control of such things as design, work operations, in-process control, testing and inspection; or
 - (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.
- (End of clause)

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SECTION F - DELIVERIES OR PERFORMANCE

PERFORMANCE REVIEWS

The Contracting Officer will monitor the G2S prime Contractors for compliance with the contract requirements by frequently reviewing the following performance standards and metrics: On-time Delivery metric, Quote metric, Small Business Commitment Document, Purchasing System Review, timely submission of CDRLs, and any other requirement(s) in the contract, Statement of Work (SOW) and ILSC Supplemental SOW. The Contracting Officer may find it necessary to add to the performance standard. These reviews will occur frequently, and as often as monthly or may be triggered by an event. Example events that may trigger a review include:

- a. On-time Delivery Metric: A G2S prime Contractor that has delivered late in two (2) or more instances.
- b. Quote Metric: A G2S prime Contractor not responding to a few consecutive order RFPs.
- c. Small Business Commitment Document: A G2S prime Contractor is not submitting timely reports, or the Contracting Officer suspects noncompliance.
- d. Purchasing System review: The Contracting Officer suspects that a G2S prime Contractor is not obtaining the best value.
- e. Timely submission of CDRLs: A G2S prime Contractor is not submitting timely CDRLs.

SEMI-ANNUAL SMALL BUSINESS PARTICIPATION COMPLIANCE REVIEW: The small business participation requirement is 40% of the total awarded order dollar value throughout the life of the contract (Excluding orders procurable only from a Government directed source that is an other-than-small business). G2S prime Contractors are required to submit semi-annual Small Business Participation Commitment Document reports that certify the G2S prime Contractor is continuously meeting the 40% small business participation requirement (Excluding orders procurable only from a Government directed source that is an other-than-small business). Small Business Participation Commitment Document reports are discussed in Section H.

PURCHASING SYSTEM REVIEWS: In accordance with DFARS 252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION-BASIC (MAY 2014), the G2S prime Contractor shall establish and maintain an acceptable purchasing system. It is intended that the process of determining an acceptable purchasing system will be delegated to the DCMA Administrative Contracting Officer (ACO). However, the G2S Contracting Officer will annually review the ACOs review and determination.

TIMELY SUBMISSION OF BASE CONTRACT CDRLs: G2S prime Contractors are required to submit two (2) base contract CDRLs in addition to any order specific deliverables. This performance criteria applies only to the base contract CDRLs which includes the CDRL A001 Production Status Report (Normally monthly as described in CDRL A001) and CDRL B001 Obsolescence Status Report (Normally quarterly as described in CDRL B001). Refer to the Exhibit A - SOW for details. Additional and specific deliverables will be determined at the order level.

END OF PERFORMANCE REVIEWS

PERFORMANCE STANDARDS

Below are the Performance Standards that will be used is evaluating performance. These standards and ratings are designed to determine if performance meets or does not meet the base contract requirements. Note: The use of these performance standards or failure of the Government to apply these performance standards does not waive any of the Governments rights to other remedies under this contract or otherwise available to the Government.

OVERALL PERFORMANCE STANDARDS

SATISFACTORY - Performance meets or exceeds contractual requirements. The contractual performance reflects some minor problem(s) for which corrective actions taken by the contractor appear or were satisfactory.

FAIR - Performance does not meet some contractual requirements. The contractual performance reflects a minor problem(s) for which the contractor has not yet identified corrective actions. The contractors proposed actions appear only marginally effective or were not fully implemented. The minor performance problem(s) do not adversely impact the mission of the Agency.

MARGINAL - Performance does not meet some contractual requirements. The contractual performance reflects a serious problem(s) for which the contractor has not identified corrective actions. The contractors proposed actions appear only marginally effective or were not fully implemented.

UNSATISFACTORY - Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance contains a serious problem(s) for which the contractors corrective actions appear or were ineffective.

A Satisfactory rating is based on 100% compliance with contract requirements (i.e. meets the SOW On-time Delivery Metric and Quote Metric, maintains a Small Business Commitment of 40%+ (Excluding orders procurable only from a Government directed source that is an

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other-than-small business), has an acceptable purchasing system, is timely submitting the CDRLs, and any other requirement(s) in the contract and Statement of Work (SOW)).

If the G2S prime Contractor is not performing at the stated metrics, then the Contracting Officer has the right to use any contractual remedies, including those listed in Section H, Off-ramping.

The Contracting Officer may use any communication method necessary to advise a G2S prime Contractor of its performance.

*** END OF NARRATIVE F0001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	FEB/2006
F-5	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	FEB/2006
F-6	52.247-34	F.O.B. DESTINATION	NOV/1991
F-7	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-8	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-9	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-10	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
F-11	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
F-12	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	MAR/2016

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

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

"Concatenated unique item identifier" means

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

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

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

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

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

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

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

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

"Governments 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;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

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

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

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

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table:

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

- (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:
- (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

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

- (ii) The issuing agency code--
- (A) Shall not be placed on the item; and
- (B) Shall be derived from the data qualifier for the enterprise identifier.
- (d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Governments unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

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

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, 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).**

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(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)

F-13 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION DEC/2019
 (a) Definitions. As used in this clause--

"Advance shipment notice" means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

"Bulk commodities" means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

"Case" means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

"Electronic Product Code\TM\ (EPC)" means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC\TM\ data consists of an EPC\TM\ (or EPC\TM\ identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC\TM\ tags. In addition to this standardized data, certain classes of EPC\TM\ tags will allow user-defined data. The EPC\TM\ Tag Data Standards will define the length and position of this data, without defining its content.

"EPCglobal" means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

"Exterior container" means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping

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container.

"Palletized unit load" means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

"Passive RFID tag" means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal\TM\ Class 1 Generation 2 standard.

"Radio frequency identification (RFID)" means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

"Shipping container" means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that--

(i) Are in any of the following classes of supply, as defined in DoD Manual 4140.01, Volume 6, DoD Supply Chain Materiel Management Procedures: Materiel Returns, Retention, and Disposition:

(A) Subclass of Class I--Packaged operational rations.

(B) Class II--Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class IIIP--Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV--Construction and barrier materials.

(E) Class VI--Personal demand items (non-military sales items).

(F) Subclass of Class VIII--Medical materials (excluding pharmaceuticals, biologicals, and reagents--suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX--Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at https://www.acq.osd.mil/log/sci/RFID_ship-to-locations.html or to--

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to--

(B) The following location(s) deemed necessary by the requiring activity:

Contract line, subline, or exhibit line item number	Location name	City	State	DoDAAC
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N/A

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall--

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more

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RFID tags) and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC\TM\ Tag Data Standards in effect at the time of contract award. The EPC\TM\ Tag Data Standards are available at <http://www.gs1.org/epc-rfid> .

(1) If the Contractor is an EPCglobal\TM\ subscriber and possesses a unique EPC\TM\ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC\TM\ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at <http://www.acq.osd.mil/log/sci/ait.html> . If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1) of this clause.

(e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS 252.232-7003, Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/> .

(End of clause)

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SECTION G - CONTRACT ADMINISTRATION DATA

APPLICABLE DLAD PROC NOTES***SEE SECTION A FOR INSTRUCTIONS

DLAD PROC NOTE G01 Additional Wide Area Workflow (WAWF) Information (AUG 2017)

*** END OF NARRATIVE G0001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	DEC/2018
(a) Definitions. As used in this clause--			

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

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

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

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

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

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

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

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

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

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

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

Receiving report/invoice COMBO

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

N/A

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

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

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

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

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

Routing Data Table*	
Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	<u>TBD</u>
Issue By DoDAAC	<u>SPRBL1</u>
Admin DoDAAC	<u>TBD</u>
Inspect By DoDAAC	<u>TBD</u>
Ship To Code	<u>TBD</u>
Ship From Code	<u>TBD</u>
Mark For Code	<u>TBD</u>
Service Approver (DoDAAC)	<u>TBD</u>
Service Acceptor (DoDAAC)	<u>TBD</u>
Accept at Other DoDAAC	<u>TBD</u>
LPO DoDAAC	<u>TBD</u>
DCAA Auditor DoDAAC	<u>TBD</u>
Other DoDAAC(s)	<u>TBD</u>

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

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

(g) WAWF point of contact.

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

disa.ogden.esd.mbx.cscassig@mail.mil

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

(End of clause)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

APPLICABLE DLAD PROC NOTES AND TECHNICAL REQUIREMENTS *** SEE SECTION A FOR INSTRUCTIONS

DLAD PROC NOTE H02 Component Qualified Products List (QPL)/Qualified Manufacturers List (QML) (SEP 2016)
 DLAD PROC NOTE H03 Supplemental First Article Testing Requirements (OCT 2016)
 DLAD PROC NOTE H04 Sourcing for Critical Safety Items (SEP 2016)
 DLAD PROC NOTE H07 Supply Assurance through Multisource Contracting (SEP 2017)
 DLAD Proc Note L09 - Reverse Auction (OCT 2016)
 DLAD T/Q RQ011 - Removal of Government Identification from Non-Accepted Supplies
 DLAD T/Q RQ017 Physical Identification/Bare Item Marking

SMALL BUSINESS COMMITMENT DOCUMENT REPORT

Small business participation is required to be 40% of the total order award dollar value throughout the life of the contract (Excluding orders procurable only from a Government directed source that is an other-than-small business). G2S prime Contractors are required to submit semi-annual Small Business Participation Commitment Documents reports that certify the G2S prime Contractor is continuously meeting the 40% small business participation requirement (Excluding orders procurable only from a Government directed source that is an other-than-small business). The reports shall be submitted to the Contracting Officer every six (6) months. The first reporting period starts on the contract award date and continues for all orders awarded for the next six (6) months. The G2S prime Contractor is required to submit the reports between the first (1st) and fifth (5th) calendar day of each six (6) month contract period.

1. Unless otherwise directed by the Contracting Officer, G2S prime Contractors shall submit a report with the following information:
 - a. The delivery orders that were awarded to the G2S prime Contractor , referencing the total dollar amount awarded, CLINs, and item detail.
 - b. The name(s) of the small business subcontractor(s), socio-economic status (if applicable) and CAGE Code (if applicable). Small business company information should be specific to each order that the G2S prime Contractor was awarded. Reports shall include the CLINs/Item detail in which the small business participated, and total dollar amount awarded to that company. The report should also include whether the small business company also meets any of the other socio-economic contracting goals (such as: Women-Owned Small Business (WOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), Historically Underutilized Business Zone (HUBZone), and Veteran Owned Small Business).
 - c. An equation that sums the total dollars spent towards small business subcontractors per order, and a comparison to the total order value. If the G2S prime Contractor is still performing on an order, an equation illustrating the total dollars spent towards small business subcontractors to date on the order, and a comparison to the total order value to date.

2. Small business G2S prime Contractors may meet percentage requirements by including self-performed work.

OFF-RAMP/ON-RAMP

OFF-RAMP

To ensure the success of the G2S, each G2S prime Contractor must meet the satisfactory performance standards in Section F of the contract. If a G2S prime Contractor does not meet the performance standards, it is the Governments intent to off-ramp G2S prime Contractor by:

- (a) Providing a cooling off/remedial period during which the G2S prime Contractor will not be allowed to compete on Order RFPs. The G2S prime Contractor will be required to submit a get-well plan. The time period for the cooling off/remedial period will be at the Contracting Officer's discretion and will depend on the specific performance issues that the G2S prime Contractor is experiencing. The G2S prime Contractor will not be penalized further for not meeting the quote metric during this cooling off/remedial period.
- (b) Permitting such G2S prime Contractors IDIQ contract to expire instead of exercising the option; or
- (c) Implementing a termination for convenience (if applicable and only if such action is in the Governments best interest); or
- (d) Implementing a termination for default, if applicable; or
- (e) Taking any other action which may be permitted under Federal regulations and the G2S terms and conditions.

ON-RAMP

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Consistent with FAR 16.504(c)(1)(ii)(A), the Contracting Officer has determined that it is in the Governments best interest that at all times during the term of the contract, there remain an adequate number of G2S prime Contractors eligible to compete for the delivery/task orders. Over time, the total number of G2S prime Contractors may fluctuate due to various reasons including industry consolidation, significant changes in the marketplace or advances in technology, general economic conditions, the Governments exercise of the off-ramp process, a need to add or replace small business contractors, or other reasons. Recognizing this, DLA intends to periodically review the total number of G2S prime Contractors participating in the G2S ordering process and determine whether it would be in the Governments best interest to initiate an open season to add new G2S prime Contractors.

In the event that a small business G2S prime Contractor loses its small business status after the re-certifications process, the G2S prime Contractor may choose to propose as a large business on Order RFPs, after they meet the requirements stated below (e.g. Small Business Subcontracting Plan and Small Business Commitment Document).

Open Season Procedures:

If DLA determines that it would be in the Governments best interest to open a new solicitation to add new G2S prime Contractors, the Contracting Officer may do so at any time provided that:

- (a) The solicitation is issued under then-applicable federal procurement law;
- (b) A decision is made to award the same or a different number of G2S contracts than the number awarded following the original solicitation depending upon the overall quality of the offers received.
- (c) Any Offeror that meets the eligibility requirements may submit a proposal in response to the new solicitation; however, existing G2S prime Contractors may not hold more than one basic contract at a time.
- (d) The award decision under any solicitation is based upon substantially the same evaluation factors/sub-factors/sub-sub factors as the original solicitation.
- (e) The terms and conditions of any resulting awards from a new solicitation are not materially different from the existing version of the basic contract;
- (f) The terms for any such new awards from a solicitation is coterminous with the existing term for all other G2S prime Contractors, including the option periods;
- (g) If awarded a G2S IDIQ contract, any new G2S prime Contractors is eligible to submit a proposal in response to Order RFPs and receive order awards with the same rights and obligations as any other G2S prime Contractors; and
- (h) The award of any new G2S contract(s) does not increase the combined G2S maximum ceiling.

DELIVERY ORDER RATINGS

The Contracting Officer reserves the right to prioritize orders, based upon the best interest of the Government. In the event the Contracting Officer decides that the orders need to be prioritized, the Contracting Office will provide the following rating as indicated in the table below:

<u>RATING</u>	<u>EXPLANATION</u>
G2S-1	Highest G2S order rating. Orders designated with this rating take priority over other G2S-rated orders.
G2S-2	Higher priority than G2S-3, but not as high of a priority as G2S-1.
G2S-3	Normal priority.
G2S-4	Lowest G2S order rating.

The application of delivery order ratings is specific to the G2S contract only, and will not conflict with any Defense Priorities & Allocations System (DPAS) Ratings. DPAS orders will govern.

If applicable, the rating will be indicated in section A of the order or modification.

*** END OF DELIVERY ORDER RATINGS ***

SMALL BUSINESS RESERVATION AND SMALL BUSINESS SET ASIDES ON ORDERS

The Government anticipates multiple-award contracts resulting from this solicitation. This solicitation is being issued as an unrestricted acquisition. However, a portion of contract awards will be reserved for small businesses IAW FAR 19.503. These reserve award(s) will be made to the best value offeror(s) in accordance with the evaluation criteria stated in the solicitation. The Government

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therefore anticipates multiple contract awards resulting from this solicitation in two separate categories: other-than-small business awards, and small business awards. This acquisition will allow for individual delivery/task orders to be set aside for small businesses in accordance with FAR 16.505(b)(2)(i)(F).

After the contracts are awarded, the Contracting Officer intends to reserve all orders under \$250,000 for small business G2S prime Contractors. However, if it is determined through market research (e.g. the quarterly forecasting results) that there is NOT a reasonable expectation that two or more small business G2S prime Contractors will submit competitive offers in terms of market prices, quality and delivery, the Contracting Officer may decide to not set aside the order. In addition, if only one small business is awarded a G2S contract, then the Contracting Officer may decide to limit the amount of small business reservation set asides to a combined \$1,000,000 over any given six (6) month period. If an order set aside is dissolved, then an unrestricted Order RFP will be released and other-than-small businesses as well as small businesses are eligible for award.

All small business G2S prime Contractors will be authorized to receive small business set aside orders for the first five years of the IDIQ base period. In accordance with 13 CFR 121.404(g)(3), 120 days prior to the end of the base period, all G2S prime Contractors will be requested to re-certify to maintain their small business status for the next option period. This process will need to be completed before each subsequent option period. If it is discovered that a small business G2S prime Contractor has lost its small business status after the re-certification process, it may continue to hold its IDIQ contract, but will be excluded from competing on orders that are set aside for small businesses. It will also need to maintain the other-than-small business quote rate that is identified in the Statement of Work. In order to maintain adequate small business competition, the Government may solicit for additional small business G2S prime Contractors, if there is a need to add or replace small business contractors.

All small business G2S prime Contractors that lose their small business status following the re-certification process will be required to submit a small business subcontracting plan, and resubmit the Small Business Commitment Document, as necessary, in accordance with the requirements of this solicitation. The small business subcontracting plan, and Small Business Commitment Document will be evaluated prior to the G2S prime Contractor being authorized to compete on unrestricted orders.

*** END OF SMALL BUSINESS RESERVATION AND SMALL BUSINESS SET ASIDES ON ORDERS ***

COMMERCIAL ORDERS

The Contracting Officer will make a commercial item determination prior to the issuance of an Order RFP.

If an item/incidental service is determined commercial, the Order RFP will clearly communicate that the item is commercial, by stating that the commercial clauses apply. All Order RFPs will include or reference the applicable commercial or noncommercial clauses. Applicable commercial and noncommercial clauses can be found in Section I, after the base contract clauses. Orders for commercial supplies/services will be issued separately from noncommercial supplies/ services and must be Firm-Fixed-Priced (FFP).

Best value for commercial orders can be Lowest Price Technically Acceptable (LPTA) or Tradeoff.

*** END OF COMMERCIAL ORDERS ***

*** END OF NARRATIVE H0001 ***

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SECTION I - CONTRACT CLAUSES

COMMERCIAL ITEM CLAUSES

The following clauses, if applicable, apply to the IDIQ and all subsequent commercial orders of the resulting contracts awarded. Note: Clauses that are referenced in FAR 52.212-5 may be applicable to both commercial and noncommercial orders, and thus may be referenced twice in the solicitation.

FAR 52.212-4, Contract Terms and Conditions Commercial Items (OCT 2018)
FAR 52.203-6 ALT 1, Restrictions on Subcontractors Sales to the Government (OCT 1995)
DFARS 252.244-7000, Subcontractors for Commercial Items (JAN 2021)
DFARS 252.227-7015, Technical Data Commercial Items (FEB 2014)

FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive OrdersCommercial Items (JAN 2021)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]
- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) [Reserved]
- X (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- X (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).
- X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).
- (10) [Reserved]
- (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (MAR 2020) (15 U.S.C. 657a).

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- ☐ (ii) Alternate I (MAR 2020) of 52.219-3.
- ☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (MAR 2020) of 52.219-4.
- ☐ (13) [Reserved]
- ☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- ☐ (ii) Alternate I (MAR 2020) of 52.219-6.
- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- ☐ (ii) Alternate I (MAR 2020) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (NOV 2016) of 52.219-9.
- ☒ (iii) Alternate II (NOV 2016) of 52.219-9.
- ☐ (iv) Alternate III (JUN 2020) of 52.219-9.
- ☐ (v) Alternate IV (JUN 2020) of 52.219-9.
- ☒ (18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- ☐ (ii) Alternate I (MAR 2020) of 52.219-13.
- ☒ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated DamagesSubcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).
- ☒ (22)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (NOV 2020) (15 U.S.C. 632(a)(2)).
- ☐ (ii) Alternate I (MAR 2020) of 52.219-28.
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)).
- ☒ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ☒ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).
- ☒ (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ☒ (28) 52.222-19, Child LaborCooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).
- ☒ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- ☐ (ii) Alternate I (Feb 1999) of 52.222-26.
- ☒ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

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- ☐ (ii) Alternate I (July 2014) of 52.222-35.
- ☒ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- ☐ (ii) Alternate I (July 2014) of 52.222-36.
- ☒ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- ☒ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (35)(i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☒ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☒ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ☐ (40)(i) 52.223-13, Acquisition of EPEAT\ 'ae-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (OCT 2015) of 52.223-13.
- ☐ (41)(i) 52.223-14, Acquisition of EPEAT\ 'ae-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Jun 2014) of 52.223-14.
- ☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
- ☐ (43)(i) 52.223-16, Acquisition of EPEAT\ 'ae-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Jun 2014) of 52.223-16.
- ☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- ☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ☐ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ☐ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ☐ (ii) Alternate I (JAN 2017) of 52.224-3.
- ☐ (48) 52.225-1, Buy AmericanSupplies (JAN 2021)) (41 U.S.C. chapter 83).
- ☐ (49)(i) 52.225-3, Buy AmericanFree Trade AgreementsIsraeli Trade Act (JAN 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (JAN 2021) of 52.225-3.
- ☐ (iii) Alternate II (JAN 2021) of 52.225-3.
- ☐ (iv) Alternate III (JAN 2021) of 52.225-3.
- ☐ (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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X (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

___ (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).

X (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C.4505, 10 U.S.C. 2307(f)).

___ (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (58) 52.232-33, Payment by Electronic Funds TransferSystem for Award Management (OCT 2018) (31 U.S.C. 3332).

___ (59) 52.232-34, Payment by Electronic Funds TransferOther than System for Award Management (JUL 2013) (31 U.S.C. 3332).

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

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

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

___ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

___ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

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

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

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

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

___ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).

___ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

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

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

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to

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and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

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

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

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (AUG 2018)(41 U.S.C. chapter 67).
- (xiii) __ (A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).
- __ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain EquipmentRequirements (MAY 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain ServicesRequirements (MAY 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).
- (xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

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

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

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

*** END OF COMMERCIAL ITEM CLAUSES ***

NON-COMMERCIAL ORDER CLAUSES

The following clauses, if applicable, apply to the IDIQ and all subsequent non-commercial orders of the resulting contracts awarded.

FAR 52.203-5, Covenant Against Contingent Fees (MAY 2014)
FAR 52.203-7, Anti-Kickback Procedures (JUN 2020)
FAR 52.203-8, Cancellation, Recession, And Recovery Of Funds For Illegal Or Improper Activity (MAY 2014)
FAR 52.203-10, Price Or Fee Adjustment For Illegal Or Improper Activity (MAY 2014)
DFARS 252.203-7001, Prohibition On Persons Convicted Of Fraud Or Other Defense-Contract-Related Felonies (DEC 2008)
DFARS 252.203-7004, Display Of Hotline Posters (AUG 2019)
FAR 52.204-4, Printed Or Copied Double-Sided On Postconsumer Fiber Content Paper (MAY 2011)
FAR 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)
FAR 52.210-1, Market Research (JUN 2020)
FAR 52.211-5, Material Requirements (AUG 2000)
FAR 52.215-2, Audit And Records-Negotiation (JUN 2020)
FAR 52.215-14, Integrity Of The Unit Prices (JUN 2020)
FAR 52.215-22, Limitation On Pass-Through Charges -- Identification Of Subcontract Effort (OCT 2009)
FAR 52.215-23, Limitations On Pass-Through Charges (JUN 2020)
FAR 52.222-20, Contracts for Materials, Supplies, Articles and Equipment (JUN 2020)
DFARS 252.222-7006, Restrictions On The Use Of Mandatory Arbitration Agreements (DEC 2010)
FAR 52.223-6, Drug-Free Workplace (MAY 2001)
DFARS 252.225-7003, Report Of Intended Performance Outside The United States And Canada-Submission With Offer (OCT 2020)
DFARS 252.225-7012, Preference For Certain Domestic Commodities (DEC 2017)
DFARS 252.227-7013, Rights In Technical Data Noncommercial Items (FEB 2014)
DFARS 252.227-7016, Rights In Bid Or Proposal Information (JAN 2011)
DFARS.252.227-7017, Identification And Assertion Of Use, Release, Or Disclosure Restrictions (JAN 2011)
FAR 52.229-3, Federal, State, And Local Taxes (FEB 2013)
FAR 52.230-6, Administration of Cost Accounting Standards (JUN 2010)
DFARS 252.231-7000, Supplemental Cost Principles (DEC 1991)
FAR 52.232-1, Payments (APR 1984)
FAR 52.232-8, Discounts For Prompt Payments (FEB 2002)
FAR 52.232-25, Prompt Payment (JAN 2017)
FAR 52.232-16, Progress Payments (JUN 2020)
DFARS 252.232-7004, DOD Progress Payment Rates (OCT 2014)
FAR 52.233-1, Disputes (MAY 2014)
FAR 52.246-16, Responsibility for Supplies (APR 1984)
FAR 52.232-23, Assignment of Claims (MAY 2014)
FAR 52.246-17, Warranty of Supplies of a Noncomplex Nature (JUN 2003)
FAR 52.246-23, Limitation of Liability (FEB 1997)
FAR 52.249-2, Termination for Convenience of the Government (Fixed Price) (APR 2012)
FAR 52.249-8, Default (Fixed Price Supply and Service (APR 1984)

*** END OF NONCOMMERCIAL CLAUSES ***

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FIRST ARTICLE TEST (FAT) CLAUSES - IF APPLICABLE, THE BELOW CLAUSES WILL BE ANNOTATED ON THE ORDER RFP AND ORDER

FAT CLAUSES MAY APPLY TO THE ITEMS ON THE PRICE EVALUATION LIST (PEL). CONTRACT LINE ITEMS FOR FAT WILL BE SEPARATELY PRICED AND INCLUDED ON THE DELIVERY/TASK ORDER.

REFERENCE ATTACHMENT 0001, THE SOW AND ILSC SUPPLEMENTAL SOW FOR MORE DETAIL.

FAT CLAUSES:

FAR 52.209-3, FIRST ARTICLE APPROVAL, CONTRACTOR TESTING (SEP 1989)
 FAR 52.209-4, FIRST ARTICLE APPROVAL, GOVERNMENT TESTING (SEP 1989)

DLAD PROC NOTE E01, SUPPLEMENTAL FIRST ARTICLE EXHIBIT DISPOSITION - CONTRACTOR MAINTAINED (MAY 2020)

DLAD PROC NOTE E02, SUPPLEMENTAL FIRST ARTICLE EXHIBIT DISPOSITION - GOVERNMENT MAINTAINED (MAY 2020)

DLAD PROC NOTE H03, SUPPLEMENTAL FIRST ARTICLE TESTING REQUIREMENTS (OCT 2016)

L&M PROC NOTE, FIRST ARTICLE CONTRACTOR TESTING DCMA DELEGATION

- (1) Notice to Contractor: The Defense Contract Management Agency (DCMA) Administrative Contracting Officer (ACO) is delegated the authority to approve/disapprove the First Article Test Report submitted in accordance with the requirements in this contract. Any reference to the Contracting Officer as it relates to submission of and approval/disapproval of the FAT Report shall be deemed to mean the DCMA ACO.
- (2) Notice to ACO: The DCMA ACO shall forward a copy of the First Article Test Report and the DCMA ACOs letter of approval/disapproval to the Contracting Officer at the buying activity and to the address identified in FAR Clause 52.209-3(b).

(End of Text)

*** END OF FAT CLAUSES ***

COST REIMBURSEMENT CLINS CLAUSES ONLY - THESE CLAUSES APPLY TO THE COST PLUS FIXED FEE CLINs ONLY

FAR 52.216-7, Allowable Cost and Payment (AUG 2018)
 FAR 52.216-8, Fixed Fee (JUN 2011)
 FAR 52.232-20, Limitation of Cost (APR 1984)
 FAR 52.232-22, Limitation of Funds (APR 1984)
 FAR 52.242-3, Penalties for Unallowable Costs (MAY 2014)
 FAR 52.244-2, Subcontracts (JUN 2020)
 FAR 52.249-6, Termination (Cost-Reimbursement) (MAY 2004)

FAR 52.216-7, ALLOWABLE COST AND PAYMENT (AUG 2018)

- (a) Invoicing.
- (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.
- (2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.
- (3) The designated payment office will make interim payments for contract financing on the 30TH day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.
- (b) Reimbursing costs.

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(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractors payment request to the Government;

(B) Materials issued from the Contractors inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractors expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractors actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractors proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

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- (B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).
- (C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.
- (D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.
- (E) Claimed allocation bases, by element of cost, used to distribute indirect costs.
- (F) Facilities capital cost of money factors computation.
- (G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.
- (H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.
- (I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.
- (J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).
- (K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.
- (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
- (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
- (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
- (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).
- (iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:
- (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
- (B) General Organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at:
<https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf> and
<https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf>
- (C) Identification of prime contracts under which the contractor performs as a subcontractor.
- (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
- (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
- (F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).
- (G) Management letter from outside CPAs concerning any internal control weaknesses.
- (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.
- (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.
- (J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate

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submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

- (i) the agreed-upon final annual indirect cost rates,
- (ii) the bases to which the rates apply,
- (iii) the periods for which the rates apply,
- (iv) any specific indirect cost items treated as direct costs in the settlement, and
- (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

- (A) Determine the amounts due to the Contractor under the contract; and
- (B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either partys request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractors invoices or vouchers and statements of cost audited. Any payment may be --

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(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractors compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractors indemnification of the Government against patent liability.

(End of Clause)

END OF COST REIMBURSEMENT CLINS CLAUSES

*** END OF NARRATIVE I0001 ***

CONTINUATION OF NONCOMMERCIAL ORDER CLAUSES

FAR 52.246-17 Warranty of Supplies of a Noncomplex Nature (Jun 2003)

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

Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

Supplies means the end items furnished by the Contractor and related services required under the contract. The word does not include data.

(b) Contractors obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for A MINIMUM OF ONE (1) YEAR UNLESS OTHERWISE INDICATED ON A DELIVERY ORDER RFP

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

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(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractors liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractors plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and fitness for a particular purpose are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within SIXTY (60) DAYS AFTER DISCOVERY.

(2) Within a reasonable time after the notice, the Contracting Officer may either --

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3)(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer --

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractors expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4)(i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor --

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

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(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractors account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of Clause)

*** END OF NARRATIVE I0002 ***

Regarding the list of clauses below, as a reminder, both commercial and non-commercial supplies/services will be procured and the specific list of clauses that apply to each will be identified in the individual Order RFPs.

*** END OF NARRATIVE I0003 ***

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUN/2020
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY/2014
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUN/2020
I-5	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) -- ALTERNATE I (OCT 1995)	OCT/1995
I-6	52.203-7	ANTI-KICKBACK PROCEDURES	JUN/2020
I-7	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-8	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-9	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2020
I-10	52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN/2017
I-11	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-12	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUN/2020
I-13	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT/2018
I-14	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG/2020
I-15	52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL/2018
I-16	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUN/2020
I-17	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT/2018
I-18	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV/2015
I-19	52.210-1	MARKET RESEARCH	JUN/2020
I-20	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-21	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-22	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	OCT/2018
I-23	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	JUN/2020
I-24	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-25	52.215-14	INTEGRITY OF UNIT PRICES	JUN/2020
I-26	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	JUN/2020
I-27	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2018
I-28	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JUN 2020) -- ALTERNATE II (APR 2018)	APR/2018
I-29	52.219-13	NOTICE OF SET-ASIDE OF ORDERS	MAR/2020
I-30	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-31	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-32	52.222-3	CONVICT LABOR	JUN/2003
I-33	52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT	JUN/2020
I-34	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR/2015
I-35	52.222-26	EQUAL OPPORTUNITY	SEP/2016

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I-36	52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUN/2020
I-37	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-38	52.222-50	COMBATING TRAFFICKING IN PERSONS	OCT/2020
I-39	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-40	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	JUN/2020
I-41	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2021
I-42	52.227-1	AUTHORIZATION AND CONSENT	JUN/2020
I-43	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	JUN/2020
I-44	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-45	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-46	52.232-1	PAYMENTS	APR/1984
I-47	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-48	52.232-11	EXTRAS	APR/1984
I-49	52.232-17	INTEREST	MAY/2014
I-50	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
I-51	52.232-25	PROMPT PAYMENT	JAN/2017
I-52	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	OCT/2018
I-53	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-54	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
I-55	52.233-1	DISPUTES	MAY/2014
I-56	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-57	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-58	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-59	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-60	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2014
I-61	52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	JAN/2017
I-62	52.242-13	BANKRUPTCY	JUL/1995
I-63	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-64	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-65	52.243-2	CHANGES--COST REIMBURSEMENT	AUG/1987
I-66	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-67	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL/2021
I-68	52.245-1	GOVERNMENT PROPERTY	JAN/2017
I-69	52.245-9	USE AND CHARGES	APR/2012
I-70	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-71	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-72	52.248-1	VALUE ENGINEERING	JUN/2020
I-73	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-74	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-75	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-76	52.249-14	EXCUSABLE DELAYS	APR/1984
I-77	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-78	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-79	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-80	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-81	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	AUG/2019
I-82	252.203-7004	DISPLAY OF HOTLINE POSTERS	AUG/2019
I-83	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-84	252.204-7004	ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS	FEB/2019
I-85	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-86	252.204-7009	LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION	OCT/2016
I-87	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	DEC/2019
I-88	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	MAY/2016
I-89	252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES	JAN/2021
I-90	252.204-7020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	NOV/2020
I-91	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-92	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAY/2019
I-93	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)--BASIC	DEC/2019
I-94	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010

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I-95	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
I-96	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC	DEC/2017
I-97	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2017
I-98	252.225-7007	PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	DEC/2018
I-99	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	DEC/2019
I-100	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	DEC/2017
I-101	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-102	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-103	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-104	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-105	252.225-7052	RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN	OCT/2020
I-106	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	APR/2019
I-107	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
I-108	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/2014
I-109	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-110	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-111	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-112	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	DEC/2018
I-113	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-114	252.232-7017	ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS--PROHIBITION ON FEES AND CONSIDERATION	APR/2020
I-115	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
I-116	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012
I-117	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-118	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-119	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-120	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN/2021
I-121	252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION--BASIC	MAY/2014
I-122	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-123	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	JAN/2021
I-124	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-125	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	DEC/2017
I-126	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
I-127	252.246-7007	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM	AUG/2016
I-128	252.246-7008	SOURCES OF ELECTRONIC PARTS	MAY/2018
I-129	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	FEB/2019
I-130	252.247-7028	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	JUN/2012
I-131	52.216-19	ORDER LIMITATIONS	OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than No Minimum, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of No Maximum;

(2) Any order for a combination of items in excess of N/A; or

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

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

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

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may acquire the supplies or services from another source.

(End of Clause)

I-132 52.216-22 INDEFINITE QUANTITY OCT/1995

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

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

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

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

(End of Clause)

I-133 52.217-8 OPTION TO EXTEND SERVICES NOV/1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within one (1) calendar day of the current contract expiration date.

(End of Clause)

I-134 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor within one (1) calendar day of the current contract expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten (10) years.

(End of Clause)

I-135 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2020-00008) MAR/2020

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

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

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

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

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

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- (1) Contracts that have been set aside for small business concerns or 8(a) participants;
 - (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants;
 - (3) Contracts that have been awarded on a sole-source basis in accordance with subpart 19.8;
 - (4) Orders set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F), if the order amount is expected to exceed the simplified acquisition threshold;
 - (5) Orders competed among 8(a) participants in accordance with subpart 19.8 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F), regardless of dollar value;
 - (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference; and
 - (7) Orders issued directly to small business concerns or 8(a) participants under multiple-award contracts as described in 19.504(c)(1)(ii).
 - (d) Independent contractors. An independent contractor shall be considered a subcontractor.
 - (e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a NAICS code for--
 - (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractors 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. Other direct costs are excluded to the extent they are not the principal purpose of the contract and cannot be obtained from small business concerns;
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractors 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
 - (3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractors 85 percent subcontract amount that cannot be exceeded; or
 - (4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractors 75 percent subcontract amount that cannot be exceeded.
 - (f) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.
 - (g) The Contractor shall comply with the limitations on subcontracting as follows:
 - (1) For contracts, in accordance with paragraphs (c)(1) and (2) of this clause--
 - [☒] By the end of the base term of the contract and then by the end of each subsequent option period; or
 - [☒] By the end of the performance period for each order issued under the contract.
 - (2) For orders, in accordance with paragraphs (c)(3) and (4) of this clause, by the end of the performance period for the order.
- (End of clause)

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Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) or this clause.

(c) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: N/A

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each

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critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) or this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination --

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.i

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: TBD

(End of clause)

I-137 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS FEB/2006

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Government agency specified in the order and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Government agency specified in the order and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. -2-. This may be confirmed by contacting the Government contract administration office specified in the order.

(End of Clause)

I-138 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT JUN/2020
(a) Definitions. As used in this clause--

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

"Full cooperation"--

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

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

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- (i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or
- (ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and
- (3) Does not restrict a Contractor from--
 - (i) Conducting an internal investigation; or
 - (ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

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

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

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

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

- (b) Code of business ethics and conduct.
 - (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--
 - (i) Have a written code of business ethics and conduct; and
 - (ii) Make a copy of the code available to each employee engaged in performance of the contract.
 - (2) The Contractor shall--
 - (i) Exercise due diligence to prevent and detect criminal conduct; and
 - (ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.
 - (3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--
 - (A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or
 - (B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).
 - (ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractors disclosure as confidential where the information has been marked confidential or proprietary by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organizations jurisdiction.
 - (iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.
- (c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:
 - (1) An ongoing business ethics awareness and compliance program.
 - (i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractors standards and

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procedures and other aspects of the Contractors business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individuals respective roles and responsibilities.

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

(2) An internal control system.

(i) The Contractors internal control system shall--

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

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

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

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

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

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

(1) Monitoring and auditing to detect criminal conduct;

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

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

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

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

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

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

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

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

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

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

(d) Subcontracts.

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

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

(End of clause)

I-139 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS DEC/2014

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

I-140 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS JUN/2016

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

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

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

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

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

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

(b) Safeguarding requirements and procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

I-141 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT AUG/2020

(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);

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(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, 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

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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 items.

(End of clause)

I-142 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

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

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

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

(b) The Contractor shall --

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

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

(End of Clause)

I-143 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION NOV/2020

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

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

"Small business concern"--

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

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

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

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applicable, paragraph (h) of this clause, upon occurrence of any of the following:

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

(i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB

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Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

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

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

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

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

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

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

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

(End of clause)

I-144 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION JUL/2020
2020-00019)

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

- (1) Israel, and the anticipated value of the acquisition is \$50,000 or more;
- (2) Mexico, and the anticipated value of the acquisition is \$83,099 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is \$182,000 or more.

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

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

- (1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.
- (2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.
- (3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

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(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.

(1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of clause)

I-145 52.222-35 EQUAL OPPORTUNITY FOR VETERANS JUN/2020
(a) Definitions. As used in this clause--

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

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

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

(End of clause)

I-146 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES JUN/2020
(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

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

(End of clause)

I-147 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA FEB/2021
(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, insert None) Identification
No. _____

Name of Offeror or Contractor:

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsive and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

I-148

52.223-11

OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL
HYDROFLUOROCARBONS

JUN/2016

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

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

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

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

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

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

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

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

Warning: Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by

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destroying ozone in the upper atmosphere.

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

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

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

(i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);

(ii) Contract number; and

(iii) Equipment/appliance;

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

(i) Annually by November 30 of each year during contract performance; and

(ii) At the end of contract performance.

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

(End of clause)

I-149 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

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

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

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

(End of Clause)

I-150 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES NOV/2020

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

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

(End of Clause)

I-151 252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL DEC/1991

(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interest. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metal(s) will be furnished pursuant to the Government Furnished Property clause of the contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy

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ounces of precious metals required in the performance of this contract (including precious metals required for any first article or production sample), and shall specify the national stock number (NSN) and nomenclature, if known, of the deliverable item requiring precious metals.

Precious Metal*	Quantity	Deliverable Item (NSN and Nomenclature)

*If platinum or palladium, specify whether sponge or granules are required.

(c) Offerors shall submit two prices for each deliverable item which contains precious metals--one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The Contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in performance of this contract, unless the Contractor knows that the item being purchased contains no precious metals.

(End of clause)

I-152	252.223-7001	HAZARD WARNING LABELS	DEC/1991
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(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)	ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

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(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

I-153 252.225-7013 DUTY-FREE ENTRY (DEVIATION 2020-00019) JUL/2020

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

"Component," means any item supplied to the Government as part of an end product or of another component.

"Customs territory of the United States" means the 50 States, the District of Columbia, and Puerto Rico.

"Eligible product" means--

- (i) "Designated country end product," as defined in the Trade Agreements (either basic or alternate) clause of this contract;
- (ii) "Free Trade Agreement country end product," other than a "Bahrainian end product," a "Moroccan end product," a Panamanian end product," or a "Peruvian end product," as defined in the Buy AmericanFree Trade AgreementsBalance of Payments Program (either basic or alternate II) clause of this contract, basic or its Alternate II;
- (iii) "Free Trade Agreement country end product" other than a "Bahrainian end product," "Korean end product," "Moroccan end product," "Panamanian end product," or "Peruvian end product," as defined in of the Buy AmericanFree Trade AgreementsBalance of Payments Program (either alternate IV or alternate V) clause of this contract.

"Qualifying country" and "qualifying country end product" have the meanings given in the Trade Agreements clause, the Buy American and Balance of Payments Program clause, or the Buy AmericanFree Trade AgreementsBalance of Payments Program clause of this contract, basic or alternate.

(b) Except as provided in paragraph (i) of this clause, or unless supplies were imported into the customs territory of the United States before the date of this contract or the applicable subcontract, the price of this contract shall not include any amount for duty on--

- (1) End items that are eligible products or qualifying country end products;
- (2) Components (including, without limitation, raw materials and intermediate assemblies) produced or made in qualifying countries, that are to be incorporated in U.S.- made end products to be delivered under this contract; or
- (3) Other supplies for which the Contractor estimates that duty will exceed \$300 per shipment into the customs territory of the United States.

(c) The Contractor shall--

- (1) Claim duty-free entry only for supplies that the Contractor intends to deliver to the Government under this contract, either as end items or components of end items; and
- (2) Pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use, other than--
 - (i) Scrap or salvage; or
 - (ii) Competitive sale made, directed, or authorized by the Contracting Officer.

(d) Except as the Contractor may otherwise agree, the Government will execute duty-free entry certificates and will afford such assistance as appropriate to obtain the duty-free entry of supplies--

- (1) For which no duty is included in the contract price in accordance with paragraph (b) of this clause; and
- (2) For which shipping documents bear the notation specified in paragraph (e) of this clause.

(e) For foreign supplies for which the Government will issue duty-free entry certificates in accordance with this clause, shipping documents submitted to Customs shall--

- (1) Consign the shipments to the appropriate--

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- (i) Military department in care of the Contractor, including the Contractor's delivery address; or
- (ii) Military installation; and
- (2) Include the following information:
- (i) Prime contract number and, if applicable, delivery order number.
- (ii) Number of the subcontract for foreign supplies, if applicable.
- (iii) Identification of the carrier.
- (iv)(A) For direct shipments to a U.S. military installation, the notation: "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR Part 142 and notify Commander, Defense Contract Management Agency (DCMA) New York, ATTN: Customs Team, DCMAE-GNTF, 201 Varick Street, Room 905C, New York, New York 10014, for execution of Customs Form 7501, 7501A, or 7506 and any required duty-free entry certificates."
- (B) If the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to include the name and address of the contractor, agent, or broker who will notify Commander, DCMA New York, for execution of the duty-free entry certificate. (If the shipment will be consigned to a contractors plant and no duty-free entry certificate is required due to a trade agreement, the Contractor shall claim duty-free entry under the applicable trade agreement and shall comply with the U.S. Customs Service requirements. No notification to Commander, DCMA New York, is required.)
- (v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight).
- (vi) Estimated value in U.S. dollars.
- (vii) Activity address number of the contract administration office administering the prime contract, e.g., for DCMA Dayton, S3605A.
- (f) Preparation of customs forms.
- (1)(i) Except for shipments consigned to a military installation, the Contractor shall--
- (A) Prepare any customs forms required for the entry of foreign supplies into the customs territory of the United States in connection with this contract; and
- (B) Submit the completed customs forms to the District Director of Customs, with a copy to DCMA NY for execution of any required duty-free entry certificates.
- (ii) Shipments consigned directly to a military installation will be released in accordance with sections 10.101 and 10.102 of the U.S. Customs regulations.
- (2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.
- (g) The Contractor shall--
- (1) Prepare (if the Contractor is a foreign supplier), or shall instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;
- (2) Consign the shipment as specified in paragraph (e) of this clause; and
- (3) Mark on the exterior of all packages--
- (i) "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE"; and
- (ii) The activity address number of the contract administration office administering the prime contract.
- (h) The Contractor shall notify the Administrative Contracting Officer (ACO) in writing of any purchase of eligible products or qualifying country supplies to be accorded duty-free entry, that are to be imported into the customs territory of the United States for

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delivery to the Government or for incorporation in end items to be delivered to the Government. The Contractor shall furnish the notice to the ACO immediately upon award to the supplier and shall include in the notice--

- (1) The Contractors name, address, and Commercial and Government Entity (CAGE) code;
- (2) Prime contract number and, if applicable, delivery order number;
- (3) Total dollar value of the prime contract or delivery order;
- (4) Date of the last scheduled delivery under the prime contract or delivery order;
- (5) Foreign supplier's name and address;
- (6) Number of the subcontract for foreign supplies;
- (7) Total dollar value of the subcontract for foreign supplies;
- (8) Date of the last scheduled delivery under the subcontract for foreign supplies;
- (9) List of items purchased;
- (10) An agreement that the Contractor will pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use other than--
 - (i) Scrap or salvage; or
 - (ii) Competitive sale made, directed, or authorized by the Contracting Officer;
- (11) Country of origin; and
- (12) Scheduled delivery date(s).
- (i) This clause does not apply to purchases of eligible products or qualifying country supplies in connection with this contract if--
 - (1) The supplies are identical in nature to supplies purchased by the Contractor or any subcontractor in connection with its commercial business; and
 - (2) It is not economical or feasible to account for such supplies so as to ensure that the amount of the supplies for which duty-free entry is claimed does not exceed the amount purchased in connection with this contract.
- (j) Subcontracts. The Contractor shall--
 - (1) Insert the substance of this clause, including this paragraph (j), in all subcontracts for--
 - (i) Qualifying country components; or
 - (ii) Nonqualifying country components for which the Contractor estimates that duty will exceed \$200 per unit;
 - (2) Require subcontractors to include the number of this contract on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause; and
 - (3) Include in applicable subcontracts--
 - (i) The name and address of the ACO for this contract;
 - (ii) The name, address, and activity address number of the contract administration office specified in this contract; and
 - (iii) The information required by paragraphs (h)(1), (2), and (3) of this clause.

(End of clause)

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"Caribbean Basin country end product"--

- (i) Means an article that--
 - (A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
 - (B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself; and
 - (ii) Excludes products, other than petroleum and any product derived from petroleum, that are not granted duty-free treatment under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of--
 - (A) Textiles, apparel articles, footwear, handbags, luggage, flat goods, work gloves, leather wearing apparel, and handloomed, handmade, or folklore articles that are not granted duty-free status in the Harmonized Tariff Schedule of the United States (HTSUS);
 - (B) Tuna, prepared or preserved in any manner in airtight containers; and
 - (C) Watches and watch parts (including cases, bracelets, and straps) of whatever type, including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the HTSUS column 2 rates of duty (HTSUS General Note 3(b)) apply.

"Commercially available off-the-shelf (COTS) item"--

- (i) Means any item of supply (including construction material) that is--
 - (A) A commercial item (as defined in paragraph (1) of the definition of "commercial item" in section 2.101 of the Federal Acquisition Regulation);
 - (B) Sold in substantial quantities in the commercial marketplace; and
 - (C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
 - (ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into an end product.

"Designated country" means--

- (i) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as "the Separate Customs Territory of Taiwan, Penghu, Kinmen, and Matsu" (Chinese Taipei)), Ukraine, or the United Kingdom);
- (ii) A Free Trade Agreement country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Panama, Peru, or Singapore);
- (iii) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
- (iv) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

"Designated country end product" means a WTO GPA country end product, a Free Trade Agreement country end product, a least developed country end product, or a Caribbean Basin country end product.

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"End product" means those articles, materials, and supplies to be acquired under this contract for public use.

"Free Trade Agreement country end product" means an article that--

- (i) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or
- (ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

"Least developed country end product" means an article that--

- (i) Is wholly the growth, product, or manufacture of a least developed country; or
- (ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

"Nondesignated country end product" means any end product that is not a U.S.-made end product or a designated country end product.

"Qualifying country" means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia
Austria
Belgium
Canada
Czech Republic
Denmark
Egypt
Estonia
Finland
France
Germany
Greece
Israel
Italy
Japan
Latvia
Luxembourg
Netherlands
Norway
Poland
Portugal
Slovenia
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

"Qualifying country end product" means--

- (i) An unmanufactured end product mined or produced in a qualifying country; or
- (ii) An end product manufactured in a qualifying country if--

(A) The cost of the following types of components exceeds 50 percent of the cost of all its components:

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- (1) Components mined, produced, or manufactured in a qualifying country.
- (2) Components mined, produced, or manufactured in the United States.
- (3) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or
- (B) The end product is a COTS item.

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

"U.S.-made end product" means an article that--

- (i) Is mined, produced, or manufactured in the United States; or
- (ii) Is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

"WTO GPA country end product" means an article that--

- (i) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(b) Unless otherwise specified, this clause applies to all items in the Schedule.

(c) The Contractor shall deliver under this contract only U.S.-made, qualifying country, or designated country end products unless--

(1) In its offer, the Contractor specified delivery of other nondesignated country end products in the Trade Agreements Certificate provision of the solicitation; and

(2)(i) Offers of U.S.-made, qualifying country, or designated country end products from responsive, responsible offerors are either not received or are insufficient to fill the Governments requirements; or

(ii) A national interest waiver has been granted.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(e) The HTSUS is available on the Internet at <http://www.usitc.gov/tata/hts/bychapter/index.htm> . The following sections of the HTSUS provide information regarding duty-free status of articles specified in the definition of "Caribbean Basic country end product" within paragraph (a) of this clause:

- (1) General Note 3(c), Products Eligible for Special Tariff Treatment.
- (2) General Note 17, Products of Countries Designated as Beneficiary Countries Under the United StatesCaribbean Basin Trade Partnership Act of 2000.
- (3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).
- (4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits Under the United StatesCaribbean Basin Trade Partnership Act.

(End of clause)

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

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"Bahrainian end product" means an article that--

- (i) Is wholly the growth, product, or manufacture of Bahrain; or
- (ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

"Commercially available off-the-shelf (COTS) item"--

- (i) Means any item of supply (including construction material) that is--
 - (A) A commercial item (as defined in paragraph (1) of the definition of "commercial item" in section 2.101 of the Federal Acquisition Regulation);
 - (B) Sold in substantial quantities in the commercial marketplace; and
 - (C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into an end product.

"Domestic end product" means--

- (i) An unmanufactured end product that has been mined or produced in the United States; or
- (ii) An end product manufactured in the United States if--
 - (A) The cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that\`be
 - (1) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or
 - (2) It is inconsistent with the public interest to apply the restrictions of the Buy American statute; or
 - (B) The end product is a COTS item.

"End product" means those articles, materials, and supplies to be acquired under this contract for public use.

"Foreign end product" means an end product other than a domestic end product.

"Free Trade Agreement country" means Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Panama, Peru, or Singapore;

"Free Trade Agreement country end product" means an article that--

- (i) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or
- (ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

"Moroccan end product" means an article that--

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- (i) Is wholly the growth, product, or manufacture of Morocco; or
- (ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Morocco into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

"Panamanian end product" means an article that--

- (i) Is wholly the growth, product, or manufacture of Panama; or
- (ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Panama into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

"Peruvian end product" means an article that--

- (i) Is wholly the growth, product, or manufacture of Peru; or
- (ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Peru into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

"Qualifying country" means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

- Australia
- Austria
- Belgium
- Canada
- Czech Republic
- Denmark
- Egypt
- Estonia
- Finland
- France
- Germany
- Greece
- Israel
- Italy
- Japan
- Latvia
- Luxembourg
- Netherlands
- Norway
- Poland
- Portugal
- Slovenia
- Spain
- Sweden
- Switzerland
- Turkey
- United Kingdom of Great Britain and Northern Ireland.

"Qualifying country component" means a component mined, produced, or manufactured in a qualifying country.

"Qualifying country end product" means--

Name of Offeror or Contractor:

- (i) An unmanufactured end product mined or produced in a qualifying country; or
- (ii) An end product manufactured in a qualifying country if--
- (A) The cost of the following types of components exceeds 50 percent of the cost of all its components:
- (1) Components mined, produced, or manufactured in a qualifying country.
- (2) Components mined, produced, or manufactured in the United States.
- (3) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or
- (B) The end product is a COTS item.
- "United States" means the 50 States, the District of Columbia, and outlying areas.
- (b) Unless otherwise specified, this clause applies to all items in the Schedule.
- (c) The Contractor shall deliver under this contract only domestic end products unless, in its offer, it specified delivery of qualifying country end products, Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products, or other foreign end products in the Buy AmericanFree Trade AgreementsBalance of Payments Program CertificateBasic provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product or a Free Trade Agreement country end product other than a Bahrainian end product, a Moroccan end product, a Panamanian end product, or a Peruvian end product, the Contractor shall deliver a qualifying country end product, a Free Trade Agreement country end product other than a Bahrainian end product, a Moroccan end product, a Panamanian end product, or a Peruvian end product, or, at the Contractors option, a domestic end product.
- (d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

I-156 252.232-7004 DOD PROGRESS PAYMENT RATES (DEVIATION 2020-00010) MAR/2020

If the Contractor is a small business concern, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (excepting paragraph (k), Limitations on Undefinitized Contract Actions) to 95 percent.

(End of clause)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	STATEMENT OF WORK (SOW)	26-MAY-2021	065	
Exhibit B	ILSC SUPPLEMENTAL SOW	01-SEP-2021	182	
Exhibit C	SPECIAL PACKAGING INSTRUCTION (SPI) AG00000573F	18-AUG-2021	005	
Exhibit D	SPECIAL PACKAGING INSTRUCTION (SPI) AG00000601C	18-AUG-2021	004	
Exhibit E	SPECIAL PACKAGING INSTRUCTION (SPI) AG00000605C	18-AUG-2021	005	
Exhibit F	SPECIAL PACKAGING INSTRUCTION (SPI) AG00000621	18-AUG-2021	003	
Attachment 0001	PRICE EVALUATION LIST (PEL)	13-AUG-2021	001	
Attachment 0002	USE AND NON-DISCLOSURE AGREEMENT (NDA)	10-JUN-2021	003	
Attachment 0003	POST-AWARD ORDERING PROCESS	29-JUN-2021	002	
Attachment 0004	QUESTIONS AND ANSWERS (Q&A)	07-SEP-2021	021	
Attachment 0005	PREPROPOSAL CONFERENCE PRESENTATION	10-AUG-2021	015	
Attachment 0006	PREPROPOSAL CONFERENCE NETWORKING CHA	10-AUG-2021	002	

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-2	252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS	OCT/2016
K-3	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011

K-4 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS MAR/2020

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 334419.

(2) The small business size standard is 750 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

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

☐ (i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(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.

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(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 will be performed in the United States or its outlying areas.

- (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 will be performed in the United States or its outlying areas.

(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 items.

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

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

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

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

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

- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.
- (D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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(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
_____	_____	_____	_____
_____	_____	_____	_____

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

(End of provision)

K-5 252.204-7007 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

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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:

- X (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- X (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.
- X (iii) 252.225-7020, Trade Agreements Certificate.
- _____ Use with Alternate I.
- X (iv) 252.225-7031, Secondary Arab Boycott of Israel.
- X (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.
- X (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.
- X (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

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to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change

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

(End of provision)

K-6	52.204-24	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	OCT/2020
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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 Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

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

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

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

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K-7 52.207-4 ECONOMIC PURCHASE QUANTITY-SUPPLIES AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Governments requirements indicate that different quantities should be acquired.

(End of Provision)

K-8 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS OCT/2018

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

K-9

52.209-13

VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION

FEB/2021

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

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

___ (1) The Offeror certifies that--

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

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

___ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

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

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

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

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

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

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless--

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has--

(i) Waived application under U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).

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

(End of provision)

K-10 52.212-3 OFFERORS REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (FEB OCT/2014
2021) --ALTERNATE I (OCT 2014)

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

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

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

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

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

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

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

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

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

(1) Means a small business concern--

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

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

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

"Small business concern"--

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

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

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

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

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

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

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

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

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

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are participating in the joint venture:]

Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

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

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

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

___ Black American.

___ Hispanic American.

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

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

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

Name of Offeror or Contractor:

___ Individual/concern, other than one of the preceding.

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

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

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

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

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

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

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

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

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

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

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line item No.	Country of origin

[List as necessary]

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

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

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

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy AmericanFree Trade AgreementsIsraeli Trade Act."

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

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

Name of Offeror or Contractor:

Line item No.	Country of origin

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy AmericanFree Trade AgreementsIsraeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line item No.	Country of origin

[List as necessary]

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

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

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

Canadian End Products:

Line item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

Line item No.	Country of origin

[List as necessary]

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

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

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Name of Offeror or Contractor:

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

Line item No.

Country of origin

[List as necessary]

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

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

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

Other End Products

Line item No.

Country of origin

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

Name of Offeror or Contractor:

taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

(1) Listed End Product	
Listed end product	Listed countries of origin
<hr/>	
<hr/>	

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

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

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

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

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

(2) [] Outside the United States.

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

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

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

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

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

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

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

* TIN: _____.

* TIN has been applied for.

* TIN is not required because:

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

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

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

(4) Type of organization.

* Sole proprietorship;

* Partnership;

* Corporate entity (not tax-exempt);

* Corporate entity (tax-exempt);

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

* Foreign government;

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Name of Offeror or Contractor:

* International organization per 26 CFR 1.6049-4;

* Other _____.

(5) Common parent.

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

* Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) Representation. The Offeror represents that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: _____

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Name of Offeror or Contractor:

Immediate owner legal name: _____

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

Is the immediate owner owned or controlled by another entity:

[] Yes or [] No.

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

Highest-level owner CAGE code: _____

Highest-level owner legal name: _____

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

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

Predecessor legal name: _____.

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

(s) [Reserved.]

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

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

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

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Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that--

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

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

(End of Provision)

K-11 52.215-6 PLACE OF PERFORMANCE OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks intends in paragraph (a) of this provision, it shall insert in the following spaces the required information:

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Name of Offeror or Contractor:

Place of Performance(Street
Address, City, State, County,
Zip Code)

Name and Address of Owner
and Operator of the Plant or
Facility if Other Than Offeror or
Respondent

(End of Provision)

K-12 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that --

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

(b) It ☐ has, ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K-13 52.225-18 PLACE OF MANUFACTURE AUG/2018

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

☐ (2) Outside the United States.

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(End of provision)

K-14 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2020

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

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

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

I. Disclosure Statement-Cost Accounting Practices and Certification

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

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

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

(c) Check the appropriate box below:

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

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

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

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

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

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

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

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

[] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[] (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for

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

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

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

☐ Yes ☐ No

(End of provision)

K-15	252.204-7017	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION	MAY/2021
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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

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of its offered products or services to DoD in the performance of any award resulting from this solicitation.

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

- (1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).
- (2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.
- (3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).
- (4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

K-16 252.225-7000 BUY AMERICAN STATUTE--BALANCE OF PAYMENTS PROGRAM CERTIFICATE--BASIC NOV/2014

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" as used in the provision, have the meanings given in the Buy American and Balance of Payments Program--Basic clause of this solicitation.

(b) Evaluation. The Government

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

- (1) For all line items subject to the Buy American and Balance of Payments Program--Basic clause of this solicitation, the offeror certifies that
 - (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
 - (ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
<p>(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":</p>	
Line Item Number	Country of Origin (If known)

(End of provision)

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K-17 252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE--SPECIALTY METALS COMPLIANCE JUL/2009
CERTIFICATE

(a) Definitions. Commercial derivative military article, commercially available off-the-shelf item, produce, required form, and specialty metal, as used in this provision, have the meanings given in the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009).

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

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

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

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

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

(End of provision)

K-18 252.225-7020 TRADE AGREEMENTS CERTIFICATE--BASIC NOV/2014

(a) Definitions. Designated country end product, nondesignated country end product, qualifying country end product, and U.S.-made end product as used in this provision have the meanings given in the Trade Agreements--Basic clause of this solicitation.

(b) Evaluation. The Government

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless

- (i) There are no offers of such end products;
- (ii) The offers of such end products are insufficient to fulfill the Governments requirements; or
- (iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements--Basic clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

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(Line Item Number)	(Country of Origin)

(End of provision)

K-19	252.225-7035	BUY AMERICAN--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM	JUL/2020
		CERTIFICATE--BASIC (DEVIATION 2020-00019)	

(a) Definitions. "Bahrainian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "foreign end product," "Moroccan end product," "Panamanian end product," "Peruvian end product," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the Buy AmericanFree Trade AgreementsBalance of Payments ProgramBasic clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to the Buy AmericanFree Trade AgreementsBalance of Payments ProgramBasic clause of this solicitation, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy AmericanFree Trade AgreementsBalance of Payments ProgramBasic clause of this solicitation, the offeror certifies that--

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian) end products:

(Line Item Number)	(Country of Origin)

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products:

(Line Item Number)	(Country of Origin)

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

(Line Item Number)	(Country of Origin (If known))

(End of provision)

K-20	252.225-7974	REPRESENTATION REGARDING PERSONS THAT HAVE BUSINESS OPERATIONS WITH	FEB/2020
		THE MADURO REGIME (DEVIATION 2020-00005)	

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

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"Agency or instrumentality of the government of Venezuela" means an agency or instrumentality of a foreign state as defined in section 28 U.S.C. 1603(b), with each reference in such section to "a foreign state" deemed to be a reference to "Venezuela."

"Business operations" means engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Government of Venezuela" means the government of any political subdivision of Venezuela, and any agency or instrumentality of the government of Venezuela.

"Person" means--

(1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group;

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3)); and

(3) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraphs (1) or (2) of this definition.

(b) Prohibition. In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), contracting officers are prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) Representation. By submission of its offer, the Offeror represents that the Offeror--

(1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government; or

(2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(End of provision)

K-21 252.239-7098 PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES--REPRESENTATION (DEVIATION 2021-00003) APR/2021

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

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

(End of provision)

K-22 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA JUN/2019

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it

[] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this

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solicitation.

[] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause.

(End of provision)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1. PROPOSAL INSTRUCTIONS:

L.1.1. This section contains general proposal submission instructions as well as specific proposal requirements for the G2S. The Government intends to award multiple contracts from this solicitation. However, the Government reserves the right to make a single award if it is in the best interest of the Government.

L.1.2. The proposal shall be presented in sufficient detail to allow Government evaluation of responses to the requirements of the Request for Proposal (RFP). The Government will not assume the Offeror possesses any capability, understanding, or commitment not specified in the proposal.

L.1.3 The Offeror shall provide information by addressing each Evaluation Factor, Sub-Factor and Sub-Sub Factor in the format and sequence identified below. The Offeror shall provide information in sufficient detail to allow the Government to make a best value assessment of the Offerors capabilities. The Offeror is responsible for providing adequate documentation to enable a thorough evaluation of the proposal. The Offeror should thoroughly read and understand the terms and conditions contained in the solicitation. The Offeror shall submit a proposal that clearly and concisely describes and defines the Offerors response to the objectives/requirements contained in the RFP. In order to receive full consideration, the Offeror is encouraged to ensure that the information provided within its proposal is factual, accurate and complete.

L.1.4 The Offeror shall assume that the Government has no prior knowledge of its facilities and experience, and that the Government will base its evaluation exclusively on the merits and content of the information presented in the Offerors proposal. The proposal shall not simply restate or rephrase the Governments requirements, but rather provide a convincing rationale explaining how the Offeror intends to meet these requirements.

L.1.5. Each large business Offeror shall provide a Small Business Subcontracting Plan that contains all the elements required by FAR 52.219-9. This plan will be incorporated into any resultant contract in reference to the RFP.

L.1.6 If the Offeror does not understand the instructions contained herein, written notification should be provided to the Contracting Officer for clarification no later than ten (10) days prior to the deadline for the receipt of proposals to get an answer in time to meet the deadline. The Government will publish the questions asked and the answers given and distribute them to all prospective Offerors.

L.1.7 If the Offeror takes exception to any of the solicitation terms, the Offeror shall include a list setting out the exceptions. Exceptions to any terms and conditions of the RFP may make the proposal unacceptable.

L.1.8 In order to be considered for an award, proposals must be submitted in four (4) Volumes in accordance with the instructions of the solicitation.

- Volume 1 shall consist of the Technical Proposal, which must be devoid of all reference to cost or price.
- Volume 2 shall consist of the Past Performance Proposal.
- Volume 3 shall consist of the Small Business Participation Proposal and is required for all Offerors but for large businesses must also include the separate Small Business Subcontracting Plan that contains all the elements required by FAR 52.219-9.
- Volume 4 shall consist of the Price Proposal.

L.1.9 The Offeror shall include a completed/signed copy of the RFP, and completed/signed copies of any associated amendments (Or, if a conformed/consolidated copy of the solicitation is provided by the Government that incorporates the amendments, the Offeror may include a completed/signed copy of the conformed/consolidated RFP in lieu of the individually completed and signed copies of the RFP and any associated amendments individually). The Offeror shall also include a cover letter on company letterhead as part of the proposal submission (Not counted against any other applicable page limits for the individual proposal volumes). The cover letter must contain a statement committing the Offerors firm to the proposal, stating its validity for a period of at least one hundred and eighty (180) days after the final closing date of the solicitation, and providing a listing of any exceptions to the RFP that are addressed throughout the proposal. The letter should also include the name, title, phone number, and e-mail address for the person(s) authorized to negotiate with the Government in connection with the proposal. The letter must be signed by a responsible officer or partner/principal of the firm that is authorized to bind the organization contractually. The letter must also contain a statement that the proposal meets the requirements of the RFP.

L.1.10 The proposal Volumes 1, 2 and 3 shall be delivered in three separate PDF files. The proposal Volume 4 shall be delivered in a completed copy of the Price Evaluation List (PEL) Excel file. None of the proposal Volumes should be password protected documents. PDF pages should not exceed 8-1/2 inches in width by 11 inches in height with at least one-inch margins on all sides, using a font with a 12-point size type or larger for all body text. Text used in the proposal is at the discretion of the Offeror but should maintain a legible font and size. Graphics must be able to be printed and copied in pure black and white (no color). Pages shall be consecutively numbered. Each page of the proposal should be affixed with the following footer: "Source Selection Information-See FAR 2.101 and 3.104". The Offeror shall not submit information in its proposals that is considered Classified. Proprietary markings are permitted.

L.1.11 Offerors are responsible for submitting proposals by the date/time specified in the solicitation. Unless specified otherwise in

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the RFP, the time deadline for receipt is 4:30 p.m. Eastern Time on the day of the RFP closing. Offerors must submit their proposals via electronic mail message to the individuals listed below. Submissions through the Offerors private secured file exchange service/website will be accepted if the Offeror provides an electronic mail message to the individuals below with a link to the uploaded documents by the date/time specified for the closing of the RFP. Any private secured file exchange service shall not require signup/registration by these Government personnel. If the Offeror wishes to use the Governments DoD Secure Access File Exchange (DoD SAFE) website (<https://safe.apps.mil>) to submit their proposals, the Offeror must provide an electronic mail message to the individuals below to request a drop-off (i.e., upload) code no less than 5 business days prior to the RFP closing date and the uploads must be completed before the RFP closing date/time:

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-- Contract Specialist Megan Luber: megan.luber@dla.mil
-- Contracting Officer Kenneth Acquaviva: Kenneth.acquaviva@dla.mil
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L.1.12 The Government will process late submissions of proposals in accordance with FAR 15.208(b).

L.2 TECHNICAL PROPOSAL (VOLUME 1)

L.2.1 The technical proposal shall not exceed fifty (50) consecutive single-sided pages. Pages beyond the fifty (50) page limit will not be evaluated. Each paragraph should be separated by at least one blank line or formatted to maintain legibility to differentiate paragraphs (e.g., indenting, first-line-hanging, bulletizing, etc.). Any and all annexes, documentation, attachments, etc. that are submitted by the Offeror will count against the page limitation. The following will not count against the page limitation: cover page and any table of contents pages.

L.2.2.2. The Technical Proposal shall consist of separate sub-sections outlining each technical sub-factor and sub-sub factor. Information provided by the Offeror should enable the Government to determine whether the Offeror can meet the minimum requirements of the solicitation and ensure compliance with the quote rate performance metrics described in the SOW Section 2.2.4 for competitive delivery/task order RFPs issued following award of the base contract(s). The Offeror is responsible for including sufficient details to permit a complete and accurate evaluation strictly from a technical standpoint. The proposal shall be detailed and clearly stated to allow an assessment by the Government without the need for additional clarification.

L.2.3. Technical Evaluation Factor

L.2.3.1. Management Approach Sub-Factor: The Offeror shall provide a management approach that demonstrates its ability to effectively and efficiently manage the scope of the acquisition and that the organization has the current or planned capabilities for assuring performance of the G2S requirements. The Offeror shall provide insight into its organizational and administrative structure. The Offeror shall clearly define how this structure will enable effective performance under the contract. The proposal should detail the processes the Offeror has in place to ensure that applicable clauses, including terms and conditions required by the prime contract, flow down to subcontractors. The Offeror shall describe its engineering management approach for the types of services listed in the Statement of Work (SOW) Section 3.1. The Offeror shall provide copies of its current ISO 9001:2015 Certificate from the International Standards Organization (ISO) and Joint Certification Program (JCP) Certificate.

L.2.3.1.1 Program Management Plan Sub-Sub Factor: The Offeror shall provide a detailed plan on how it will manage the program to include the oversight of the supply chain. The Offeror shall align its plan in accordance with the required program management support within the SOW Section 2.3. The plan should include a description of the following:

- Details for the key personnel, internal management reviews, training, and policy implementation that will ensure integrity throughout the program including any capabilities for support outside of the continental United States.
- The Offerors ability to support surge and sustainment in contingency operations.
- The major management activities planned for future G2S delivery/task orders to ensure requirements and risks are properly defined, assessed and tracked through the development cycle and that products and services are delivered per contractual requirements.
- The efficient or innovative activities incorporated into the normal development cycle that leads to risk reduction in terms of overall performance and schedule to be used during development, production and acquisition of future G2S hardware and services.
- Offerors may provide a summary of their facility and personnel security clearances with a description of how that will help it manage the program.

L.2.3.1.2 Services Capabilities Sub-Sub Factor: The Offeror shall provide details to describe the extent to which it has the capability to provide the types of services described in the SOW Section 3.1 which includes the following:

- Engineering and Technical Services - Test, Inspect, Troubleshoot and Repair;
- Engineering and Technical Services - Upgrade, Ancillary Engineering Services, Design Change and Qualification Testing;
- Engineering and Analytical Services and Studies - Engineering Studies and Analysis/Industrial Capability Analysis;
- Engineering and Technical Services - Software/Firmware Support including Loading and Testing;
- System or Item Specific Program Support including Obsolescence, Counterfeit, and Diminishing Manufacturing Sources and Material Shortages;
- Facilitation of Hybrid Organic/Contractor Support;
- Facilitation of Hybrid Organic/Contractor Support Public Private Partnership (P3);
- Field Service Representatives (FSRs);
- Performance Based Logistics; and
- Training

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L.2.3.2 Technical Approach Sub-Factor: To meet the minimum requirements of the solicitation, the Offeror must clearly show within its submitted proposal how it plans to meet the Governments hardware and services requirements as identified in the SOW Scope Section 1.2. The Offeror shall demonstrate its technical capability by discussing in its technical proposal the plans, methods, and procedures for fulfilling the technical requirements described in the SOW Scope Section 1.2. The Offeror shall provide evidence demonstrating a clear understanding of the requirements, to include the scope and complexity of the work. The proposed approach shall be well-defined, logical and include the methodologies and processes that can successfully meet the objectives. Offerors must describe their plan to ensure compliance with the quote rate performance metrics described in the SOW Section 2.2.4 for competitive delivery/task order RFPs issued following award of the base contract(s).

L.2.3.2.1 Supply Chain Management Sub-Sub Factor: The Offeror shall provide its established methods and processes in terms of supply chain management. The Offeror shall provide detail into its supply chain management structure and describe how that structure will meet the requirement of the SOW Section 4.3 and the ILSC Supplemental SOW Section 3.1.19. The Offeror shall list the current business alliances and contractual relationships with manufacturers, vendors, distribution centers, consolidation centers, warehousing resources, etc., that will enable the Offeror to provide, consolidate, and distribute supplies covered under the G2S. The Offeror shall also describe how these business alliances and contractual relationships will enable it to provide, consolidate, and distribute the types of supplies covered under the G2S. The Offeror shall explain the processes in place to ensure that applicable quality requirements are flowed to subcontractors. The Offeror shall also provide a detailed plan on how it will maintain the on-time delivery metric stated within the SOW Section 4.5, including its established processes for tracking deliveries through the supply chain.

L.2.3.2.2. Production Management Sub-Sub Factor: The Offeror shall provide detail on its production management processes and demonstrate how the methods and processes meet the solicitation requirements. The plan should demonstrate the Offerors understanding of the technically complex challenges that may arise under the acquisition.

L.2.3.2.2.1 Production Quality Verification: The Offeror shall describe in detail its quality management processes, and the methodology by which a high level of quality will be maintained through their supply chain and throughout deliverables.

L.2.3.2.2.2 First Article Testing (FAT) Process: The Offeror shall describe in detail its ability to supply items for which the Government requires FAT. The Offeror shall provide processes utilized for FAT execution, including the process flow through its supply chain.

L.2.3.2.2.3 Technical Data Package (TDP) Verification: The Offeror shall describe in detail the processes it will utilize to review, analyze and verify TDPs prior to submission of this initial proposal and future order RFPs and their ability to update, maintain and provide configuration control of TDPs.

L.2.3.2.2.4 Configuration Management: The Offeror shall describe in detail their configuration management processes to include their process for Engineering Change Proposals (ECPs) and Requests for Variance (RFVs) to include facilitating Form, Fit and Function (FFF) hardware changes with manufacturers to ensure interoperability with obsolete components.

L.2.3.2.2.5 Obsolescence Reporting: The Offeror shall describe in detail the process they would use for tracking diminishing manufacturing sources/obsolescence of items identified in the Governments quarterly forecasts following award.

L.3 PAST PERFORMANCE PROPOSAL (VOLUME 2)

L.3.1 The past performance proposal shall not exceed twenty (20) consecutive single-sided pages. Pages beyond the twenty (20) page limit will not be evaluated. Each paragraph should be separated by at least one blank line or formatted to maintain legibility to differentiate paragraphs (e.g., indenting, first-line-hanging, bulletizing, etc.). Any and all annexes, documentation, attachments, etc. that are submitted by the Offeror will count against the page limitation. The following will not count against the page limitation: cover page and any table of contents pages. The past performance evaluation will assess the Offerors probability of meeting the solicitation requirements. The past performance evaluation considers each Offerors demonstrated recent and relevant record of performance in supplying products and services that meet the contracts requirements.

L.3.2 To assist the Government in evaluating past performance, the Offeror shall provide a list of up to four (4) separate example contracts/orders that are both recent and relevant, commercial or Government. If a long-term contract had more than one order, those orders may be used as examples for the base contract, however a base contract and any associated orders may only be counted one time towards the list of four (4) separate contracts/orders. To be recent the contracts/orders must have been completed within 3 years of the RFP issuance/opening date. To be relevant, no more than two (2) of the listed contracts/orders may be for the same or similar items as the items in the Price Evaluation List (PEL) and the other (2) for services of the same or similar types of services described in the SOW Section 1.2(3) through (9). The overall contract duration (Number of years) will also be considered in evaluating the relevancy of each example. Any and all information pertinent to the Past Performance Proposal must be included in its entirety with the Past Performance Proposal (Volume 2). Any contracts/orders provided beyond the first four (4) contracts/orders will not be evaluated. Offerors proposing as a joint venture may provide examples from either or both of the companies that make-up the joint venture but are still limited to and required to submit up to four (4) recent and relevant contracts/orders.

L.3.3 For each contract/order requested, the Offeror shall provide the following information:

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- Contract/Order number
 - Government requiring activity (i.e., Government agency name)
 - Name, phone number and electronic mail address of the Government Contracting Officer or commercial customer purchasing agent.
- Note that the Government reserves the right to limit the number of references it decides to contact.
- The contract type (e.g., firm fixed price, cost plus fixed fee, etc.) or commercial agreement type
 - Total U.S. dollar value of the contract, both maximum awarded value and spent to date
 - Overall contract duration (Number of years).
 - Original start and end dates of delivery schedule, along with actual delivery dates to demonstrate that they are recent efforts (To show that the example is currently active or awarded within 3 years of the RFP issuance/opening date).
 - Percentage of effort, based on the total cost of the work required in the referenced contract or order, performed by the Offeror itself as prime contractor or subcontractor at the time of the G2S proposal submission.
 - Description of the similarity of these efforts to the types of hardware and services described in the SOW Section 1.2
 - Description of design, development, integration, test and certification activities
 - Description of any problems or discrepancies and how they were managed or overcome.
 - Description of the rationale for any selected design approaches to overcome critical design challenges/issues and describe program design changes at various points throughout the development process starting with post-award meeting through final acceptance of the hardware/services.

- L.3.4 Note that sources of past performance information available to the Government for evaluation may include, but are not limited to, the following:
- Information provided by the Offeror
 - Information obtained from questionnaires tailored to the circumstances of the acquisition, if required
 - Information obtained from any other sources available to the Government such as the Contractor Performance Assessment Reporting System (CPARS), Supplier Performance Risk System (SPRS), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), Dunn & Bradstreet (D&B), or other databases; interviews with Program Managers, Contracting Officers/Officials and the Defense Contract Management Agency (DCMA).

L.4 SMALL BUSINESS PARTICIPATION PROPOSAL (VOLUME 3)

L.4.1 Small Business Participation Commitment Document (SBPCD)

- L.4.1.1 The SBPCD shall not exceed twenty (20) consecutive single-sided pages. Pages beyond the twenty (20) page limit will not be evaluated. Each paragraph should be separated by at least one blank line or formatted to maintain legibility to differentiate paragraphs (e.g., indenting, first-line-hanging, bulletizing, etc.). Any and all annexes, documentation, attachments, etc. that are submitted by the Offeror will count against the page limitation. The following will not count against the page limitation: cover page and any table of contents pages.
- L.4.1.2 All Offerors, regardless of their small business status identified in the System for Award Management (www.sam.gov) as defined by the Small Business Administration (SBA) for the North American Industry Classification System (NAICS) Code associated with this RFP, shall provide a SBPCD substantiating how it will meet the small business participation requirements. The extent of participation of small businesses and any socio-economic category will be measured as a percentage of the total anticipated effort regardless of whether the small business or socio-economic category is a prime contractor, subcontractor, or joint venture partner.
- L.4.1.3 To receive consideration for award, the Offeror shall provide a SBPCD that explains its plan to maintain a minimum of forty percent (40%) of the total awarded order dollar value throughout the life of the contract to small business (Excluding orders procurable only from a Government directed source that is an other-than-small business). Small business participation is the collective small business participation from any type of small business or subcategory of small business. Work self-performed by a small business prime will be credited towards the required forty percent (40%) small business participation.
- L.4.1.4 The SBPCD shall include the name of the company and type of services or supplies they will provide, their small business and socioeconomic size standard, the current commitment the organization has with the Offeror, and the percentage of the total anticipated effort that will be performed when using the small businesses to ensure the required forty percent (40%) small business participation will be met (Excluding orders procurable only from a Government directed source that is an other-than-small business). The plan shall include the Offerors commitment to ensuring that the forty percent (40%) is maintained through bi-annual size standards checks with its vendors (Excluding orders procurable only from a Government directed source that is an other-than-small business).
- L.4.2 In addition to the SBPCD, Other-Than-Small (i.e., Large) Business Offerors shall provide the following (Not counted against the SBPCD page limit):
- L.4.2.1 Substantiating documentation on their organizations performance in regard to meeting previous small business participation goals. The documentation should incorporate any small business performance within 3 years of the RFP issuance/opening date. An Other-Than-Small (i.e., Large) Business Offeror shall advise the Government within their proposal if they did not have any small business participation goals on any contract within 3 years of the RFP issuance/opening date. This separate attachment is not counted against the SBPCD page limit.

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L.4.2.2 A Small Business Subcontracting Plan that contains all the elements required by FAR 52.219-9. This separate attachment is not counted against the SBPCD page limit. This plan will be incorporated into any resultant contract in addition to the SBPCD. The following are non-mandatory goals for socio-economic contracting programs that should be considered in the Offerors plan:

- Women-Owned Small Business (WOSB) - five percent (5%) of total contract dollars
- Service-Disabled Veteran-Owned Small Business (SDVOSB) - three percent (3%) of total contract dollars
- Historically Underutilized Business Zone (HUBZone) - three (3%) of total contract dollars
- Small Disadvantaged Business (SDB) - five percent (5%) of total contract dollars

L.5 PRICE PROPOSAL (VOLUME 4)

L.5.1 This solicitation includes a Price Evaluation List (PEL) which is considered a representative sample of hardware items that may be required throughout the duration of the contract. Offerors are not to change the formatting of the spreadsheet (e.g., adding/deleting columns, changing information entered on the spreadsheet by the Government, etc.). The list illustrates the types of supplies which the awardee(s) may be required to furnish under the resultant contract(s). The PEL pricing awarded is the maximum price the Government will pay during the base year and applicable option year period for items on the PEL. During post-award competition, the contractor may not submit a quote for a PEL item or an item later determined to be an acceptable alternate with a price that exceeds the applicable contractual ceiling price. Items evaluated by the Government to have fair and reasonable pricing may be incorporated into the resultant contract(s) as part of a Rapid Ordering Catalog. The Government may in the future add or replace items in the PEL/Rapid Ordering Catalog.

L.5.2 The items on the PEL are subject to the general requirements of the SOW as well as the ILSC Supplemental SOW as annotated on the PEL. Offerors should refer to the PEL Supplemental Requirements for any additional item unique requirements such as a Technical Data Package (TDP). The PEL may include a variety of items both with/without Government owned TDPs and items that are commercial/non-commercial, sole/limited source, competitive, etc. For items without a Government owned TDP and having one or more Government approved sources, the items shall conform to the manufacturers Government approved specifications unless otherwise directed by the Contracting Officer.

L.5.3 For the PEL, offers for alternate items inconsistent with the Government provided TDPs will not be considered. After award, during competitive delivery order RFPs, offers for alternate items may be considered.

L.5.4 Note that the PEL only includes hardware, not services. After award, any special requirements/specifications not included in the SOW and ILSC Supplemental SOW will be included in the respective competitive task order RFPs.

L.5.5 PEL Proposal Requirements: An Offeror that does not meet the required minimum percentages below will have its proposal rejected. Refer to the SOW Section 2.2.4 for the Proposal Requirements Quote Rate Performance Metric after award for future competitive RFPs.

- Historically Under-utilized Business Zone (HUBZone) Small Business Offerors: Must provide proposed prices for at least 60% of the PEL items. Note that, while lower limit is being applied to HUBZone Small Business Offerors, a HUBZone price evaluation preference is not applicable to this RFP because it is intended to result in multiple-award contracts and includes a reservation for one or more small business awardees.
- Small Business Offerors (Other than HUBZone): Must provide proposed prices for at least 70% of the PEL items.
- Other-Than-Small (i.e., Large) Business Offerors: Must provide proposed prices for at least 85% of the PEL items.

L.5.6 The Offeror shall insert their proposed prices/delivery on the PEL and return a completed, non-password protected copy of the Excel spreadsheet with their proposal. Prices must be Firm Fixed Price (FFP) in U.S. Dollars carried out to a maximum of two decimal places for new/unused/non-surplus items with unit prices clearly stated requiring no further interpretation by the Government in order to determine the actual offered price (e.g., not be stated as part of a pricing formula or as charges per lot) and include costs of compliance with all solicitation requirements, Shipping shall be Free On Board (FOB) Destination to the Continental U.S. (Exact address to be specified in any resultant delivery order) and include all applicable costs, including commercial packaging unless otherwise specified in the PEL or item unique specifications supplied by the Government. For any items proposed by the Offeror, prices shall be inserted for each year and quantity range provided by the Government in the PEL. For the solicitation and award of the basic contract(s), alternate quantity ranges will not be evaluated.

L.5.7 If an item on the PEL is superseded during the contract term, the contractor shall advise the Contracting Officer as soon as practical. If there is not a change to the form, fit, and function, configuration, application, or physical nature and is therefore an exact item of replacement, PEL pricing shall remain applicable. If there is a change such that it is not an exact item replacement, the contractor shall include complete information from the manufacturer concerning the replacement item as it relates to form, fit, and function, configuration, application, or physical nature of the superseded item. If the determination by the Contracting Officer is that the superseded item is not an exact replacement, then PEL Pricing will not be applicable.

L.5.8 If an item on the PEL has been classified as obsolete or End-Of-Life (EOL) by the manufacturer, then the contractor shall provide supporting documentation to the Contracting Officer. PEL pricing will not be applicable after the last production date.

L.5.9 The Government is providing the estimated demand in the PEL represented by the most current data available. The Offeror should note these numbers are based on historical data and should account for any business risk associated with these numbers.

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L.5.10 Items on the PEL have been identified by NSN, part number and material descriptions. If any of the following occur, the Contracting Officer shall be contacted in writing: the part number does not match, equal or represent the item description; the part number has been discontinued; or the part number / product is no longer available.

L.5.11 If an Offeror is proposing an item on the PEL for which the Government has indicated FAT is required, the price for FAT must be listed separately on the PEL in the space provided by the Government.

L.5.12 Any clarifications or questions regarding an item on the PEL must be addressed to the Contracting Officer in writing during the solicitation period. The questions must be in order by the PEL line-item numbering and forwarded to the Contracting Officer in a Microsoft Word Document format.

L.5.13 If necessary, to determine prices to be fair and reasonable, the Offeror may be required to submit data other than certified cost or pricing data in accordance with FAR 15.403-3.

*** END OF NARRATIVE L0001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT/2018
L-2	52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG/2020
L-3	52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN/2017
L-4	52.207-6	SOLICITATION OF OFFERS FROM SMALL BUSINESS CONCERNS AND SMALL BUSINESS TEAMING ARRANGEMENTS OR JOINT VENTURES (MULTIPLE-AWARD CONTRACTS)	OCT/2016
L-5	52.212-1	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	JUL/2021
L-6	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-7	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-8	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2017
L-9	52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT	OCT/2009
L-10	52.216-27	SINGLE OR MULTIPLE AWARDS	OCT/1995
L-11	52.219-31	NOTICE OF SMALL BUSINESS RESERVE	MAR/2020
L-12	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-13	52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN	OCT/2020
L-14	52.247-45	F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION	APR/1984
L-15	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
L-16	252.204-7019	NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	NOV/2020
L-17	252.215-7008	ONLY ONE OFFER	JUL/2019
L-18	252.215-7010	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--BASIC	JUL/2019
L-19	252.215-7013	SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS	JAN/2018
L-20	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION WITH OFFER	OCT/2020
L-21	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

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

(End of Provision)

L-22	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a Firm Fixed Price (FFP) and Cost Plus Fixed Fee (CPFF) contract resulting from this solicitation.

(End of Provision)

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L-23 52.233-2 SERVICE OF PROTEST SEP/2006

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer at 6565 Surveillance Loop, Building 6001, Room C1301, Aberdeen Proving Ground, MD 21005-1846.

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

(End of Provision)

L-24 252.215-7012 REQUIREMENTS FOR SUBMISSION OF PROPOSALS VIA ELECTRONIC MEDIA JAN/2018

The Offeror shall submit the cost portion of the proposal via the following electronic media: Completed Price Evaluation List (PEL) spreadsheet as outlined in Narrative L0001

(End of provision)

L-25 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS JUL/2021
LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION
INFORMATION SYSTEM (ASSIST)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(1) ASSIST <https://assist.dla.mil/online/start/>

(2) Quick Search <http://quicksearch.dla.mil/> .

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by

(1) Using the ASSIST Shopping Wizard <https://assist.dla.mil/wizard/index.cfm>

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

L-26 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

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

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

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

(End of provision)

L-27 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS NOV/2020

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

(b) The use in this solicitation of any DoD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the

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addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

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SECTION M - EVALUATION FACTORS FOR AWARD

M.1 PROPOSAL EVALUATION

M.1.1 Proposals will be evaluated using Best Value Tradeoff source selection procedures, with the Government giving appropriate consideration to the four (4) evaluation factors:

- Technical
- Past Performance
- Small Business Participation
- Price

M.1.2 The Government will weigh the relative benefits of each proposal and awards will be made based on an assessment of the results of the evaluation. In making this assessment, the Government shall give due consideration to all of the factors, sub-factors, and sub-sub factors and their relative order of importance. The Government intends to award multiple contracts from this solicitation. However, the Government reserves the right to make a single award if it is in the best interest of the Government.

M.1.3 All evaluation factors other than price, when combined, are significantly more important than price. The Government will evaluate Small Business Offerors, Small Business Offerors with Socioeconomic Status, and Other-than-Small-Business Offerors separately and alike, as defined throughout the evaluation criteria. The Government reserves the right to make an award to other than the lowest priced Offerors, or to other than the Offerors with the highest technical rating if the Government determines that doing so would result in the best value to the Government. Offerors that receive a final rating of Red/Unacceptable on any Technical factor/sub factor/sub-sub factor level are ineligible for award. Non-cost evaluation factors for tradeoff are listed below in descending order of importance. The evaluation sub-factors /sub-sub factors are relatively equal in importance to the respective factor.

Non-Cost Evaluation:

- 1. Technical Evaluation Factor
 - a. Management Approach Sub-Factor
 - i. Program Management Plan Sub-Sub Factor
 - ii. Services Capabilities Sub-Sub Factor
 - b. Technical Approach Sub-Factor
 - i. Supply Chain Management Sub-Sub Factor
 - ii. Production Management Sub-Sub Factor

2. Past Performance Evaluation Factor

3. Small Business Participation Evaluation Factor

Cost Evaluation:

- 1. Price Evaluation Factor

M.2. TECHNICAL EVALUATION:

M.2.1 The technical proposal will be verified not to exceed fifty (50) consecutive single-sided pages with . Pages beyond the fifty (50) pages beyond that limit will not be evaluated. Each paragraph will be verified to be separated by at least one blank line or formatted to maintain legibility to differentiate paragraphs (e.g., indenting, first-line-hanging, bulletizing, etc.). Any and all annexes, documentation, attachments, etc. that are submitted by the Offeror will count against the page limitation. The following will not count against the page limitation: cover page and any table of contents pages.

M.2.2. The technical proposal will be verified to consist of separate sub-sections outlining each technical sub-factor and sub-sub factor. Information provided by the Offeror will be used by the Government to determine whether the Offeror can meet the minimum requirements of the solicitation strictly from a technical standpoint without the need for additional clarification.

M.2.3. Technical Evaluation Factor

M.2.3.1. Management Approach Sub-Factor: The Offerors proposal will be evaluated to determine the extent to which the Offeror has demonstrated its ability to effectively and efficiently manage the scope of the acquisition and that the organization has the current or planned capabilities for assuring performance of the G2S requirements. This evaluation will include a review of the description provided by the Offeror of their organizational and administrative structure and how this structure will enable effective performance under the contract and the processes the Offeror has in place to ensure that applicable clauses, including terms and conditions required by the prime contract, flow down to subcontractors. The Offerors engineering management approach will be evaluated to determine the extent to which the Offeror has demonstrated its abilities for the types of services listed in the Statement of Work (SOW) Section 3.1. The Offerors proposal will be evaluated to confirm that it provided a current ISO 9001:2015 Certificate from the International Standards Organization (ISO) and Joint Certification Program (JCP) Certificate.

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M.2.3.1.1 Program Management Plan Sub-Sub Factor: The Offerors plan will be evaluated to determine the extent to which the Offeror has demonstrated its ability to effectively and efficiently manage the program including its description of the following:

- Details provided by the Offeror for the key personnel, internal management reviews, training, and policy implementation that will ensure integrity throughout the program including any capabilities for support outside of the continental United States.
- The Offerors ability to support surge and sustainment in contingency operations.
- The Offerors major management activities planned for future G2S delivery/task orders to ensure requirements and risks are properly defined, assessed and tracked through the development cycle and that products and services are delivered per contractual requirement.
- The Offerors efficient or innovative activities incorporated into the normal development cycle that leads to risk reduction in terms of overall performance and schedule to be used during development, production and acquisition of future G2S hardware and services.
- Offerors with facility and personnel security clearances may be rated more favorably than Offerors without facility and personnel security clearances.

M.2.3.1.2 Services Capabilities Sub-Sub Factor: The Offerors proposal will be evaluated to determine the extent to which the Offeror has the capability to provide the types of services described in the SOW Section 3.1

- Engineering and Technical Services - Test, Inspect, Troubleshoot and Repair;
- Engineering and Technical Services - Upgrade, Ancillary Engineering Services, Design Change and Qualification Testing;
- Engineering and Analytical Services and Studies - Engineering Studies and Analysis/Industrial Capability Analysis;
- Engineering and Technical Services - Software/Firmware Support including Loading and Testing;
- System or Item Specific Program Support including Obsolescence, Counterfeit, and Diminishing Manufacturing Sources and Material Shortages;
- Facilitation of Hybrid Organic/Contractor Support;
- Facilitation of Hybrid Organic/Contractor Support Public Private Partnership (P3);
- Field Service Representatives (FSRs);
- Performance Based Logistics; and
- Training

M.2.3.2 Technical Approach Sub-Factor: The Offerors proposal will be evaluated to determine the extent to which the Offeror has demonstrated its ability to effectively and efficiently meet the Governments hardware and services requirements as identified in the SOW Scope Section 1.2. The Offerors proposal will be evaluated to determine the extent to which the Offeror has demonstrated their technical capabilities including the plans, methods, and procedures for fulfilling the technical requirements described in the SOW Scope Section 1.2. The Offerors proposal will be evaluated to determine the extent to which the Offeror has demonstrated a clear understanding of the requirements, to include the scope and complexity of the work. And that it contains a well-defined approach that is logical and contains methodologies and processes that can successfully meet the objectives. Also, the Offerors proposal will be evaluated to determine if it adequately describes its plan to ensure compliance with the quote rate performance metrics described in the SOW Section 2.2.4 for competitive delivery/task order RFPs issued following award of the base contract(s).

M.2.3.2.1 Supply Chain Management Sub-Sub Factor: The Offerors proposal will be evaluated to determine the extent to which the Offeror has demonstrated its ability to effectively and efficiently establish methods and processes for supply chain management following a review of the Offerors supply chain management structure and how that structure will meet the requirements of the SOW Section 4.3 and the ILSC Supplemental SOW Section 3.1.19. The Offerors current business alliances and contractual relationships will be evaluated with manufacturers, vendors, distribution centers, consolidation centers, warehousing resources, etc., The Offerors proposal will be evaluated to determine if it demonstrates how this structure will enable the Offeror to provide, consolidate, and distribute supplies covered under the G2S. The Offerors processes will be evaluated to ensure that applicable quality requirements are flowed to subcontractors. The Offerors proposal will be evaluated for its ability to maintain the on-time delivery metric stated within the SOW Section 4.5, including its established processes for tracking deliveries through the supply chain.

M.2.3.2.2 Production Management Sub-Sub Factor: The Offerors proposal will be evaluated to determine the extent to which the Offeror has demonstrated its ability to effectively and efficiently manage its production processes and demonstrated how their methods and processes meet the solicitation requirements and demonstrate an understanding of the technically complex challenges that may arise under the acquisition.

M.2.3.2.2.1 Production Quality Verification: The Offerors proposal will be evaluated to determine the extent to which the Offeror has demonstrated its ability to effectively and efficiently manage its quality processes, and the methodology by it will maintain a high level of quality throughout its supply chain and deliverables.

M.2.3.2.2.2 First Article Testing (FAT) Process: The Offerors proposal will be evaluated to determine the extent to which the Offeror has demonstrated its ability to effectively and efficiently supply items for which the Government required FAT including an evaluation of its processes utilized for FAT execution, including the process flow through its supply chain.

M.2.3.2.2.3 Technical Data Package (TDP) Verification: The Offerors proposal will be evaluated to determine the extent to which the Offeror has demonstrated its ability to effectively and efficiently detail the processes it utilizes to review, analyze and verify TDPs prior to submission of this initial proposal and future order RFPs and its ability to update, maintain and provide configuration

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control of TDPs.

M.2.3.2.2.4 Configuration Management: The Offerors proposal will be evaluated to determine the extent to which the Offeror has demonstrated its ability to effectively and efficiently implement its configuration management processes, its process for Engineering Change Proposals (ECPs), Requests for Variance (RFVs) and facilitating Form, Fit and Function (FFF) hardware changes with manufactures to ensure interoperability with obsolete components.

M.2.3.2.2.5 Obsolescence Reporting: The Offerors proposal will be evaluated to determine the extent to which the Offeror has demonstrated its ability to effectively and efficiently track diminishing manufacturing sources/obsolescence of items that will be identified in the Governments quarterly forecasts following award.

M.2.4. TECHNICAL EVALUATION RATING:

M.2.4.1 A color and an adjectival rating will be assigned to each factor, sub-factor, and sub-sub factor separately to depict the degree to which each Offerors proposal exceeds, meets, or does not meet the minimum performance or capability requirements of each of the technical factors, sub-factors, and sub-sub factors through an assessment of the strengths, weaknesses, or deficiencies of each proposal. The technical rating evaluates the quality of the Offerors technical solution for meeting the Governments requirements. The compilation of these individual sub-factors and sub-sub factors ratings will form the basis of the overall factor rating. An Offeror that receives a rating of Red/Unacceptable at the overall factor, sub-factor, or sub-sub factor level is ineligible for award. The combined technical/risk rating definitions below include consideration of risk in conjunction with the strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies in determining technical ratings.

Technical Risk Rating Method:

Rating: Low
Description: Proposal may contain weakness(es) which have little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.

Rating: Moderate
Description: Proposal contains a significant weakness or combination of weaknesses which may potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.

Rating: High
Description: Proposal contains a significant weakness or combination of weaknesses which is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.

Rating: Unacceptable
Description: Proposal contains a material failure or a combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level.

Combined Technical/Risk Rating Method:

Color: Blue
Rating: Outstanding
Description: Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.

Color: Purple
Rating: Good
Description: Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength and the risk of unsuccessful performance is low to moderate.

Color: Green
Rating: Acceptable
Description: Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.

Color: Yellow
Rating: Marginal
Description: Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.

Color: Red

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Rating: Unacceptable
Description: Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

M.2.4.2 Definitions used in evaluating factors, sub-factors, and sub-sub factors to determine the overall factor, sub-factor or sub-sub factor rating as defined in FAR 15.001 and Defense Procurement and Acquisition Policy memorandum dated March 31, 2016, DoD Source Selection Procedures

- M.2.4.2.1 Strength/Weakness/Significant Weakness/Deficiency
 - Strength- An aspect of the proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.
 - Weakness- A flaw in the proposal that increases the risk of unsuccessful contract performance.
 - Significant Weakness- A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.
 - Deficiency- A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

M.3 PAST PERFORMANCE EVALUATION:

- M.3.1 The three aspects of past performance that will be evaluated are recency, relevancy and quality. The past performance proposal will be verified not to exceed twenty (20) consecutive single-sided pages. Pages beyond the twenty (20) page limit will not be evaluated. Each paragraph will be verified to be separated by at least one blank line or formatted to maintain legibility to differentiate paragraphs (e.g., indenting, first-line-hanging, bulletizing, etc.). Any and all annexes, documentation, attachments, etc. that are submitted by the Offeror will be counted against the page limitation. The following will not be counted against the page limitation: cover page and any table of contents pages. The past performance evaluation will assess the Offerors probability of meeting the solicitation requirements. The past performance evaluation will consider each Offerors demonstrated recent and relevant record of performance in supplying products and services that meet the contracts requirements.
- M.3.2 The Government will start by verifying that the four separate (4) example contracts/orders submitted by the Offeror are recent, completed within 3 years of the RFP issuance/opening date. If multiple examples are provided from a long-term contract each basic contract will only count one time towards the Governments requirement. Any contracts/orders not completed within 3 years of the RFP issuance/opening date or beyond the first four (4) contracts/orders will not be evaluated. Offerors proposing as a joint venture may provide examples from either or both of the companies that make-up the joint venture but are still limited to and required to submit a total of up to four (4) contracts/orders that are both recent and relevant. The Government may obtain information from questionnaires/interviews with any or all contract/order points of contact, if determined to be necessary.
- M.3.3 The Government will then verify that no more than two (2) of the listed example contracts/orders are for the same or similar items as the items in the Price Evaluation List (PEL) and the other (2) are for services of the same or similar types of services described in the SOW Section 1.2(3) through (9).

- M.3.4 For each example contract/order example, the Government will be reviewing the following information:
 - Contract/Order number
 - Government requiring activity (i.e., Government agency name)
 - Name, phone number and electronic mail address of the Government Contracting Officer or commercial customer purchasing agent.
Note that the Government reserves the right to limit the number of references it decides to contact.
 - The contract type (e.g., firm fixed price, cost plus fixed fee, etc.) or commercial agreement type
 - Total U.S. dollar value of the contract, both maximum awarded value and spent to date
 - Overall contract duration (Number of years).
 - Original start and end dates of delivery schedule, along with actual delivery dates to demonstrate that they are recent efforts (To verify that the example is currently active or awarded within 3 years of the RFP issuance/opening date).
 - Percentage of effort, based on the total cost of the work required in the referenced contract or order, performed by the Offeror itself as prime contractor or subcontractor at the time of the G2S proposal submission.
 - Description of the similarity of these efforts to the types of hardware and services described in the SOW Section 1.2
 - Description of design, development, integration, test and certification activities
 - Description of the management of risks and challenges/issues including tracking to the final resolution, the scope and complexity of the referenced efforts and any engineering management activities performed in order to deliver a high-quality hardware/services that met or exceeded reliability or performance requirements.
 - Description of the rationale for any selected design approaches to overcome critical design challenges/issues and describe program design changes at various points throughout the development process starting with post-award meeting through final acceptance of the hardware/services.

M.3.5 The Government will then evaluate two aspects to the past performance. The first is to evaluate the Offerors past performance to

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determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired through the source selection. The second aspect of the past performance evaluation is the performance confidence assessment. The performance confidence assessment rating is based on the Offerors overall record of recency, relevancy, and quality of performance. The past performance evaluation performed in support of a current source selection does not establish, create, or change the existing record and history of the Offerors past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the Offeror performed on those past contracts.

M.3.5.1 Example Contracts Past Performance Relevancy: Relevancy will be defined as how relevant a recent effort accomplished by the Offeror is to the solicited requirement. Relevancy includes contracts/orders of similar products and/or services. The Government will assess whether prior efforts are relevant. Common aspects of relevancy include, but are not limited to, the following: whether prior awards were for supplies/services of similar complexity, dollar value, contract type, and degree of subcontracting. The Government will consider contracts/orders completed within 3 years of the RFP issuance/opening date. Small businesses and Other-than-small-businesses will be rated the same. Each of the four (4) recent contracts/orders identified by the Offeror will receive one of the following ratings for Past Performance Relevancy:

Very Relevant: Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires. Past Performance includes long-term-contracts of 5 years or more, with a ceiling of at least \$100M. Contracts include subcontracting relationships.

Relevant: Present/past performance effort involved similar scope and magnitude of effort and complexities as this solicitation requires. Past Performance includes long-term-contracts of 3 years or longer, with a ceiling of at least \$25M. Contracts include subcontracting relationships.

Somewhat Relevant: Present/past performance effort involved some of the scope and magnitude of effort and complexities as this solicitation requires. Past Performance includes contracts of 1 year or longer with a ceiling of \$10M or more. Contract does not include subcontracting relationships.

Not Relevant: Present/past performance effort involved little or none of the scope and magnitude of effort and complexities as this solicitation requires. Past Performance does not include contracts of 1 year or longer with a ceiling of at least \$10M and the contract does not include subcontracting relationships.

M.3.5.2 Example Contracts Past Performance Quality: Each of the four (4) recent/relevant contracts/orders identified by the Offeror will receive one of the following ratings for Past Performance Quality:

Outstanding: Previous contract met most or all of the following characteristics: The performance on the previous contract met and exceeded most contract requirements such as delivery, quality, customer satisfaction, and/or performance metrics (On-time Delivery, etc.). Any past performance questionnaire responses received indicated those customers definitely would do business with the Offeror again. Past contractual performance has been accomplished with no or very few minor problems for which corrective actions taken by the Offeror have been highly effective.

Good: Previous contract met most or all of the following characteristics: The performance on the previous contract met and exceeded some contract requirements such as delivery, quality, customer satisfaction, and/or performance metrics (On-time Delivery, etc.). Any past performance questionnaire responses received indicated those customers would probably do business with the Offeror again. Past contractual performance has been accomplished with few minor problems for which corrective actions taken by the Offeror appear to be satisfactory.

Acceptable: Previous contract met most or all of the following characteristics: The performance on the previous contract met contract requirements such as delivery, quality, customer satisfaction, and/or performance metrics (On-time Delivery, etc.). Any past performance questionnaire responses received indicated those customers may or may not do business with the Offeror again. Past contractual performance has been accomplished with few minor problems for which corrective actions taken by the Offeror appear to be satisfactory.

Marginal: Previous contract met most or all of the following characteristics: The Offeror did not meet some of the contract requirements for performance in terms of delivery, quality, customer satisfaction, and/or performance metrics (On-time Delivery, etc.). Any past performance questionnaire responses received indicated those customers would probably not do business with the Offeror again. Past contractual performance shows serious problems for which the Offeror did not identify corrective actions or proposed corrective actions that were only marginally effective or where not fully implemented.

Unacceptable: Previous contract met most or all of the following characteristics: Past performance shows the Offeror has not met most contractual requirements. Recovery was not accomplished in a timely manner and proposed corrective actions appear to be ineffective. Any past performance questionnaire responses received indicated those customers will definitely not do business with the Offeror again.

Neutral: No performance record is available.

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M.3.6 The Government will then evaluate other sources of past performance information to include any information provided by the Offeror, any information obtained from questionnaires tailored to the circumstances of the acquisition and any information obtained from other sources available to the Government (e.g., CPARS, SPRS, FAPIIS, eSRS, D&B, or other databases; interviews with Program Managers, Contracting Officers/Officials and the DCMA).

M.3.7 PAST PERFORMANCE EVALUATION RATING: The Government will then assign one of the following ratings for Past Performance Confidence as a whole to the Offerors proposal taking into account all of the information described above.

Substantial Confidence: Based on the offerors recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.

Satisfactory Confidence: Based on the offerors recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.

Neutral Confidence: No recent/relevant performance record is available or the offerors performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.

In the case of Offerors for which there is no information on past contract performance or where past contract performance information is not available, the Offeror will not be evaluated favorably or unfavorably on the factor of past contract performance (see FAR 15.305(a)(2)(iv)). In this case, the Offerors past performance is unknown and assigned a performance confidence rating of neutral. Although the Government may not rate an Offeror that lacks recent, relevant past performance favorably or unfavorably with regard to past performance, a Substantial Confidence or Satisfactory Confidence past performance rating is worth more than a Neutral Confidence past performance rating in this best value tradeoff solicitation.

Limited Confidence: Based on the offerors recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.

No Confidence: Based on the offerors recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

M.4 SMALL BUSINESS PARTICIPATION EVALUATION

M.4.1 Small Business Participation Commitment Document (SBPCD)

M.4.1.1 The Government will verify that the SBPCD does not exceed twenty (20) consecutive single-sided pages. Pages beyond the twenty (20) page limit will not be evaluated. Each paragraph will be verified to be separated by at least one blank line or formatted to maintain legibility to differentiate paragraphs (e.g., indenting, first-line-hanging, bulletizing, etc.). Any and all annexes, documentation, attachments, etc. that are submitted by the Offeror will be counted against the page limitation. The following will not be counted against the page limitation: cover page and any table of contents pages.

M.4.1.2 The Government will verify that the Offeror has submitted a Small Business Participation Commitment Document (SBPCD) substantiating how it will meet the small business participation requirements.

M.4.1.3 The Government will evaluate the Offerors SBPCD to verify that it explains its plan to maintain a minimum of forty percent (40%) of the total awarded order dollar value throughout the life of the contract for small business (Excluding orders procurable only from a Government directed source that is an other-than-small business), the collective small business participation from any type of small business, or subcategory of small business. Work self-performed by a small business prime will be credited towards the required forty percent (40%) small business participation.

M.4.1.4 The Government will evaluate the Offerors SBPCD to confirm it includes the name of the company and type of services or supplies they will provide, their small business and socioeconomic size standard, the current commitment the organization has with the Offeror, and the percentage of work that will be performed when using the small businesses to ensure the required forty percent (40%) small business participation will be met (Excluding orders procurable only from a Government directed source that is an other-than-small business). The plan will be verified to include the Offerors commitment to ensuring that the forty percent (40%) is maintained through bi-annual size standards checks with its vendors (Excluding orders procurable only from a Government directed source that is an other-than-small business).

M.4.2 In addition to the SBPCD, Other-Than-Small (i.e., Large) Business Offerors will be evaluated for the following:

M.4.2.1 The Government will evaluate Offers from Other-Than-Small (i.e., Large) Business Offerors to confirm they provide substantiating documentation for their organizations performance in regard to meeting previous small business participation goals; and that the documentation incorporates any small business performance within 3 years of the RFP issuance/opening date; and that Other-Than-Small (i.e., Large) Business Offerors have advised the Government within their proposal if they did not have any small business participation goals on any contract within 3 years of the RFP issuance/opening date.

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M.4.2.2 The Government will evaluate the separate Small Business Subcontracting Plan Offers from Other-Than-Small (i.e., Large) Business Offerors to ensure it contains all the elements required by FAR 52.219-9 and takes into account DoD goals, noting that the following are non-mandatory goals for socio-economic contracting programs that will be considered in the Offerors plan:

- Women-Owned Small Business (WOSB) - five percent (5%) of total contract dollars
- Service-Disabled Veteran-Owned Small Business (SDVOSB) - three percent (3%) of total contract dollars
- Historically Underutilized Business Zone (HUBZone) - three (3%) of total contract dollars
- Small Disadvantaged Business (SDB) - five percent (5%) of total contract dollars

M.4.3 SMALL BUSINESS PARTICIPATION EVALUATION RATING: The Government will evaluate the information described above to determine the extent to which such firms, as defined in FAR Part 19, are specifically identified in the proposals; the extent of commitment to use such firms (e.g., existing and enforceable commitments will be considered more favorably than business relationships that are simply planned or theoretical); the identification of the complexity and variety of the work specific small firms are to perform; and the Offerors commitment to maintain the required forty percent (40%) of total contract dollars for small business (Excluding orders procurable only from a Government directed source that is an other-than-small business). The ratings are defined as follows. An Offeror that receives an overall factor rating of Unacceptable is ineligible for award:

- Outstanding: Proposal indicates an exceptional approach and understanding of the small business objective.
- Good: Proposal indicates a thorough approach and understanding of the small business objective.
- Acceptable: Proposal indicates an adequate approach and understanding of the small business objective.
- Marginal: Proposal has not demonstrated an adequate approach and understanding of the small business objective.
- Unacceptable: Proposal does not meet the small business objective.

M.5 PRICE PROPOSAL EVALUATION

M.5.1 The Government will verify that the Offeror has not changed the formatting of the PEL spreadsheet (e.g., adding/deleting columns, changing information entered on the spreadsheet by the Government, etc.). The Government will evaluate the Offerors completed PEL to confirm that it does not include offers for alternate items inconsistent with the Government provided TDPs. If so, the offers for those alternate items will not be considered or count towards the minimum proposal percentages below.

- M.5.2 The Government will evaluate the Offerors completed PEL.
- The Government will confirm that HUBZone Small Business offerors proposed prices for at least 60% of the PEL items.
 - Small Business Offerors (Other than HUBZone) proposed prices for at least 70% of the PEL items.
 - Other-Than-Small (i.e., Large) Business proposed prices for at least 85% of the PEL items.

M.5.3 The Government will evaluate the Offerors completed PEL to ensure the Offeror has inserted their proposed prices/delivery on the PEL and return a completed, non-password protected copy of the Excel spreadsheet with their proposal with Firm Fixed Prices in U.S. Dollars carried out to a maximum of two decimal places for new/unused/non-surplus items with unit prices clearly stated requiring no further interpretation by the Government in order to determine the actual offered price and including costs of compliance with all solicitation requirements, Shipping Free On Board (FOB) Destination to the Continental U.S. and including all applicable costs, including commercial packaging unless otherwise specified in the PEL or item unique specifications supplied by the Government.

M.5.4 The Government will evaluate the Offerors completed PEL to ensure that, if an Offeror is proposing an item on the PEL for which the Government has indicated FAT is required, the price for FAT is separately priced on the PEL in the space provided by the Government.

M.5.5 The Government will evaluate the Offerors pricing for award on a line-by-line basis for individual items and develop a total evaluated price by adding the totals for all commonly offered line items in the PEL for the base period and option periods. The commonly offered line items are line items on the PEL where all Offerors submitted pricing for the line item. Evaluation of pricing for option periods does not obligate the Government to exercise the option(s).

M.5.6 If necessary, for the Government to determine prices to be fair and reasonable, the Government will review data other than certified cost or pricing data provided by the Offeror.

M.5.7 Items evaluated by the Government to have fair and reasonable pricing may be incorporated into the resultant contract(s) as part of a Rapid Ordering Catalog. The Government will remove any PEL items not determined to be fair and reasonable at time of award.

- M.5.8 The Government will determine the Total Evaluated Price using the following methodology:
- The Government has calculated three Quantity Ranges per item for each year of the proposed contract (Years 1-10) based on the minimum, average and maximum estimated quantities (Using the current data available for Years 1-5).
 - The Average Annual Unit Price per Quantity Range will be calculated for Years 1 through 10 (Formulas embedded into the PEL).
 - The Weighted Average Unit Price per Item will then be calculated by applying a weighting of 25% to Quantity Range 1, 50% to

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Quantity Range 2 and 25% to Quantity Range 3 (Formulas embedded into the PEL).

-- The Estimated Total Price per Item will be calculated by adding the FAT price if applicable to the Weighted Average Unit Price per Item (Formulas embedded into the PEL).

-- The Total Evaluated Price will be determined by adding the Estimated Total Price per Item for all commonly offered line items in the PEL for the base period and option periods. The commonly offered line items are line items on the PEL where all Offerors submitted pricing for the line item.

*** END OF NARRATIVE M0001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.247-47	EVALUATION--F.O.B. ORIGIN	JUN/2003