

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700) ➡		Rating DOA7	Page 1	of 41	Pages
2. Contract Number		3. Solicitation Number SPRBL1-20-R-0015		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2019DEC16		6. Requisition/Purchase Number SEE SCHEDULE
7. Issued By DLA LAND AT ABERDEEN DLA ZLAA 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 02:00pm (hour) local time 2020JAN16 (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 DANIEL L. WELLS	B. Telephone (No Collect Calls)			C. E-mail Address DANIEL.WELLS@DLA.MIL
		Area Code (443)	Number 861-4537	Ext.	

11. Table Of Contents

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	16
X	B	Supplies or Services and Prices/Costs	4	Part III - List Of Documents, Exhibits, And Other Attach.			
X	C	Description/Specs./Work Statement	5		J	List of Attachments	
X	D	Packaging and Marking	6	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	7	X	K	Representations, Certifications, and Other Statements of Offerors	26
X	F	Deliveries or Performance	8				
X	G	Contract Administration Data	13	X	L	Instrs., Conds., and Notices to Offerors	33
X	H	Special Contract Requirements	15	X	M	Evaluation Factors for Award	40

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 checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <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.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN SPRBL1-20-R-0015 MOD/AMD	Page 2 of 41
--------------------	---	--------------

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: DANIEL L. WELLS
 Buyer Office Symbol/Telephone Number: DLA ZLAA/(443)861-4537
 Type of Contract 1: Firm Fixed Price
 Kind of Contract: Supply Contracts and Priced Orders

*** End of Narrative A0000 ***

1. This Request for Proposal (RFP) will result in a one-time procurement Firm-Fixed-Price (FFP) contract for the purchase of one (1) item with National Stock Number (NSN) listed in the table below.

The approved manufacturer source for this item is Raytheon, Inc., CAGE 12813.

Nomenclature	Part Number	NSN	Quantity
-----	-----	-----	-----
GPS M-Code ASIC	6545462-02	9999-99-999-9999	Section B

This acquisition is issued Unrestricted with Other Than Full and Open Competition, and is being conducted under Federal Acquisition Regulation (FAR) Part 15 procedures.

2. GENERAL INSTRUCTIONS:

All RFP clauses shall be filled in. When appropriate, Not Applicable is an accepted response.

Proposals will be evaluated using Lowest Price Technically Acceptable (LTPA) procedures as described in Section L Instructions, Conditions, and Notices to Offerors, and Section M Evaluation Factors for Award.

3. PRICING:

Insert pricing in Section B, Supplies or Services and Prices/Costs, to include FOB Destination, and military packaging and labeling.

4. DELIVERY:

Delivery will be in accordance with Section B, Supplies or Services and Prices/Costs.
Insert proposed delivery in Section B.
 Accelerated delivery at no additional cost to the Government is accepted and encouraged.

Early and incremental deliveries are encouraged and acceptable at no additional expense to the Government.

5. WARRANTY:

Refer to FAR 52.246-17, Warranty of Supplies of a Noncomplex Nature Alternate III.

6. BUY AMERICAN ACT:

The Buy American Act applies to CLIN 0001, and the applicable clauses are:
 DFARS 252.225-7000 Buy American Act-Balance of Payment Program Certificate
 DFARS 252.225-7001 Buy American Act and Balance of Payments Program

7. DLAD Procurement Notes Incorporated By Reference (Aug 03 2017)

This solicitation 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 <http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx> and via 'References' on the DIBBS homepage.

8. DLAD Technical and Quality Requirements Incorporated By Reference (Mar 2017)

CONTINUATION SHEET	Reference No. of Document Being Continued SPRBL1-20-R-0015 PIIN/SIIN MOD/AMD	Page 3 of 41
---------------------------	---	----------------------------

Name of Offeror or Contractor:

This solicitation 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 <http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx> and via 'References' on the DIBBS homepage.

*** END OF NARRATIVE A0001 ***

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Production Quantity</u></p> <p>NSN: 9999-99-999-9999 COMMODITY NAME: ASIC CHIP CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Range Quantities</u></p> <table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>500</td><td>1000</td><td>\$</td></tr><tr><td>1001</td><td>2000</td><td>\$</td></tr><tr><td>2001</td><td>2500</td><td>\$</td></tr></table> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: TECHNICAL REQUIREMENTS LOCATION OF PACKAGING/PACKING/SPECS: ADDENDA: J LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 2,500 0350</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	FROM	TO	UNIT PRICE	500	1000	\$	1001	2000	\$	2001	2500	\$	2500	EA	See Range Pricing	\$_____
FROM	TO	UNIT PRICE															
500	1000	\$															
1001	2000	\$															
2001	2500	\$															

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 5 of 41
	PIIN/SIIN	MOD/AMD	

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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 (SEP 2016).

DLAD Proc Note C04 Unused Former Government Surplus Property (DEC 2016).

DLAD Proc Note C14 Repackaging or Relabeling to Correct Deficiencies (AUG 2017).

DLAD T/Q RQ018 - Contractor Retention of Supply Chain Traceability Documentation (AUG 2016).

*** END OF NARRATIVE C0001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued SPRBL1-20-R-0015 PIIN/SIIN MOD/AMD	Page 6 of 41
---------------------------	--	----------------------------

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

DLAD T/Q RP001 - DLA Packaging Requirements for Procurement

*** END OF NARRATIVE D0001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued <div>SPRBL1-20-R-0015</div> PIIN/SIIN <div>MOD/AMD</div>	Page 7 of 41
---------------------------	---	----------------------------

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

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

http://farsite.hill.af.mil/ or https://www.acquisition.gov/

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

DLAD Proc Note E05 Production Verification Testing (SEP 2016).

DLAD T/Q RQ009 Inspection and Acceptance at Origin.

DLAD Proc Note E06 Inspection and Acceptance at Origin (SEP 2016).

The contractor shall indicate the location where supplies will be inspected:

Commercial and Government Entity (CAGE) code:_____

Address:_____

Applicable to contract line-item numbers(s) (CLIN(s)):_____

The contractor shall indicate the location where packaging will be inspected:

() Same as for supplies OR

CAGE code: _____

Address: _____

Applicable to CLIN(s): _____

*** END OF NARRATIVE E0001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued SPRBL1-20-R-0015 PIIN/SIIN MOD/AMD	Page 8 of 41
--------------------	--	--------------

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

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

<http://farsite.hill.af.mil/> or <https://www.acquisition.gov/>

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

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-5	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-6	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, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the 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.

Name of Offeror or Contractor:

"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__
__N/A__	N/A__
__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

Name of Offeror or Contractor:

table:

Contract Line,

Subline, or

Exhibit Line Item Number

Item Description

N/A

N/A

N/A

N/A

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 N/A.

(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 N/A.

(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

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued SPRBL1-20-R-0015 PIIN/SIIN MOD/AMD</p>	<p>Page 11 of 41</p>
----------------------------------	--	-----------------------------

Name of Offeror or Contractor:

items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

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

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

- (ii) The issuing agency code--
 - (A) Shall not be placed on the item; and
 - (B) Shall be derived from the data qualifier for the enterprise identifier.

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

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) 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).**

CONTINUATION SHEET	Reference No. of Document Being Continued <div>SPRBL1-20-R-0015</div> PIIN/SIIN <div>MOD/AMD</div>	Page 12 of 41
Name of Offeror or Contractor:		

- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

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

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

- (i) Use of the embedded items capability in WAWF;
- (ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/> ; or
- (iii) Via WAWF as a deliverable attachment for exhibit line item number N/A, 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)

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued SPRBL1-20-R-0015 PIIN/SIIN MOD/AMD</p>	<p>Page 13 of 41</p>
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Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
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.

N/A

(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.
 - (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.]

Name of Offeror or Contractor:

(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	TO BE SPECIFIED AT AWARD
Issue By DoDAAC	SPRBL1
Admin DoDAAC	TO BE SPECIFIED AT AWARD
Inspect By DoDAAC	TO BE SPECIFIED AT AWARD
Ship To Code	TO BE SPECIFIED AT AWARD
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(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.

-16-

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

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued SPRBL1-20-R-0015 PIIN/SIIN MOD/AMD	Page 15 of 41
---------------------------	--	----------------------

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

DLAD T/Q RQ0111 - Removal of Government Identification from Non-Accepted Supplies.

*** END OF NARRATIVE H0001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 16 of 41
	PIIN/SIIN	MOD/AMD	

SPRBL1-20-R-0015

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

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

<http://farsite.hill.af.mil/> or <https://www.acquisition.gov/>

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	NOV/2013
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	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	MAY/2014
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN/2017
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-11	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT/2018
I-12	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT/2018
I-13	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL/2016
I-14	52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL/2018
I-15	52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	AUG/2019
I-16	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT/2015
I-17	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV/2015
I-18	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-19	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-20	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-21	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-22	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2018
I-23	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	OCT/2019
I-24	52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000	MAY/2014
I-25	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR/2015
I-26	52.222-26	EQUAL OPPORTUNITY	SEP/2016
I-27	52.222-29	NOTIFICATION OF VISA DENIAL	APR/2015
I-28	52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB/2016
I-29	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-30	52.222-50	COMBATING TRAFFICKING IN PERSONS	JAN/2019
I-31	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT/2015
I-32	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-33	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-34	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-35	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-36	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-37	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-38	52.232-1	PAYMENTS	APR/1984
I-39	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-40	52.232-11	EXTRAS	APR/1984
I-41	52.232-17	INTEREST	MAY/2014
I-42	52.232-23	ASSIGNMENT OF CLAIMS	MAY/2014
I-43	52.232-25	PROMPT PAYMENT	JAN/2017
I-44	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	OCT/2018
I-45	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 17 of 41
	PIIN/SIIN	MOD/AMD	

SPRBL1-20-R-0015

Name of Offeror or Contractor:

	Regulatory Cite	Title	Date
I-46	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
I-47	52.233-1	DISPUTES	MAY/2014
I-48	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-49	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-50	52.242-13	BANKRUPTCY	JUL/1995
I-51	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-52	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-53	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	AUG/2019
I-54	52.248-1	VALUE ENGINEERING	OCT/2010
I-55	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-56	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-57	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-58	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-59	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-60	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-61	252.204-7000	DISCLOSURE OF INFORMATION	OCT/2016
I-62	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-63	252.204-7009	LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION	OCT/2016
I-64	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	OCT/2016
I-65	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	MAY/2016
I-66	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAY/2019
I-67	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC	DEC/2017
I-68	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2017
I-69	252.225-7013	DUTY-FREE ENTRY	MAY/2016
I-70	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-71	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-72	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	DEC/2018
I-73	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-74	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-75	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-76	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-77	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
I-78	252.246-7007	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM	AUG/2016
I-79	252.246-7008	SOURCES OF ELECTRONIC PARTS	MAY/2018
I-80	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	FEB/2019
I-81	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (FEB 2019) -- ALTERNATE II (FEB 2019)	FEB/2019
I-82	52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) -- ALTERNATE IV (OCT 2010)	OCT/2010

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: : -1-

(End of Clause)

I-83	52.246-17	WARRANTY OF SUPPLIES OF A NON-COMPLEX NATURE (JUN 2003) -- ALTERNATE III (APR 1984)	APR/1984
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(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.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued SPRBL1-20-R-0015 PIIN/SIIN MOD/AMD</p>	<p style="text-align: right;">Page 18 of 41</p>
--	---	--

Name of Offeror or Contractor:

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 -1- --

(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

(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 -2-.

(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

CONTINUATION SHEET	Reference No. of Document Being Continued SPRBL1-20-R-0015 PIIN/SIIN	Page 19 of 41 MOD/AMD
---------------------------	--	--

Name of Offeror or Contractor:

point of acceptance) for screening and correction or replacement.

(4) If the Contractor does not agree as to responsibility to correct or replace the supplies delivered, the Contractor shall nevertheless proceed in accordance with the written request issued by the Contracting Officer under paragraph (c)(2) of this clause to correct or replace the defective or nonconforming supplies. In the event it is later determined that the supplies were not defective or nonconforming within the terms and conditions of this clause, the contract price will be equitably adjusted.

(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)

I-84 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-85 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.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN <small>SPRBL1-20-R-0015</small> MOD/AMD	Page 20 of 41
---------------------------	---	----------------------

Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial 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-86 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION JUL/2013

(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" 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 (c) 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.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the 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) 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 assigned to this contract. The small business size standard corresponding to this NAICS code can be found at

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued SPRBL1-20-R-0015 PIIN/SIIN MOD/AMD</p>	<p align="right">Page 21 of 41</p>
---	---	---

Name of Offeror or Contractor:

<http://www.sba.gov/content/table-small-business-size-standards>

(d) 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.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) 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 that the data have been validated or updated, and provide the date of the validation or update.

(f) 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 (e) or (g) of this clause.

(g) 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:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract number _____. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-87 52.222-35 EQUAL OPPORTUNITY FOR VETERANS OCT/2015
(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 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 of \$150,000 or more 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-88 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES JUL/2014
(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 \$15,000 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-89 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

(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).

CONTINUATION SHEET	Reference No. of Document Being Continued SPRBL1-20-R-0015 PIIN/SIIN MOD/AMD	Page 22 of 41
--------------------	--	---------------

Name of Offeror or Contractor:

(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.

(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 nonresponsible 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-90 52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL JUN/2016
HYDROFLUOROCARBONS

(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--

CONTINUATION SHEET	Reference No. of Document Being Continued SPRBL1-20-R-0015 PIIN/SIIN	Page 23 of 41 MOD/AMD
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Name of Offeror or Contractor:

- (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 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-91 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:

<http://farsite.hill.af.mil/> or <https://www.acquisition.gov/>

(End of Clause)

I-92 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(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-93 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV/2005

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 24 of 41
	PIIN/SIIN SPRBL1-20-R-0015	MOD/AMD	
Name of Offeror or Contractor:			

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcmamilitary.com/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(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;

Name of Offeror or Contractor:

- (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.

(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)

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued SPRBL1-20-R-0015</p> <p> PIIN/SIIN MOD/AMD </p>	<p style="text-align: right;">Page 26 of 41</p>
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Name of Offeror or Contractor:

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

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

http://farsite.hill.af.mil/ or https://www.acquisition.gov/

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS--REPRESENTATION	JAN/2017
K-2	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-3	252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS	OCT/2016
K-4	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	OCT/2018

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

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

(3) The small business size standard for a concern 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

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued SPRBL1-20-R-0015 PIIN/SIIN MOD/AMD</p>	<p>Page 27 of 41</p>
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Name of Offeror or Contractor:

- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.209-2, Prohibition on Contracting with Inverted Domestic CorporationsRepresentation.
- (vii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) 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.
- (x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). 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.
- (xii) 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.
- (xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiv) 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.
- (xv) 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.
- (xvi) 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.
- (xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPAdesignated items.
- (xviii) 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.)
- (xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xx) 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 \$80,3173, the provision with its Alternate II applies.
- (D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in SudanCertification. This provision applies to all solicitations.
- (xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-

Name of Offeror or Contractor:

Representation and Certifications. This provision applies to all solicitations.

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

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

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

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

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

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

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

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

☐ (vii) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

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

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

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

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

(End of provision)

K-5 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS JUN/2019
 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:

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued SPRBL1-20-R-0015 PIIN/SIIN MOD/AMD</p>	<p style="text-align: center;">Page 29 of 41</p>
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Name of Offeror or Contractor:

- ☐ (i) Paragraph (e) applies.
- ☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.
- (d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:
- (i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus-Representation. Applies to all solicitations with institutions of higher education.
- (ii) 252.216-7008, Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
- (iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
- (iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.
- (v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.
- (vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations and contracts when contract performance will be in Italy.
- (vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations and contracts when contract performance will be in Spain.
- (viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.
- (2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer:
- ☐ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- ☐ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.
- ☐ (iii) 252.225-7020, Trade Agreements Certificate.
- ☐ Use with Alternate I.
- ☐ (iv) 252.225-7031, Secondary Arab Boycott of Israel.
- ☐ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.
- ☐ Use with Alternate I.
- ☐ Use with Alternate II.
- ☐ Use with Alternate III.
- ☐ Use with Alternate IV.
- ☐ Use with Alternate V.
- (e) The offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the ORCA 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

CONTINUATION SHEET	Reference No. of Document Being Continued SPRBL1-20-R-0015 PIIN/SIIN MOD/AMD	Page 30 of 41
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Name of Offeror or Contractor:

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

FAR/DFARS Provision #	Title	Date	Change

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

(End of provision)

K-6

52.204-24

REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

AUG/2019

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

"Covered telecommunications equipment or services", "Critical Technology", and "Substantial or essential component" have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. 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. Contractors are not prohibited 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.

(c) Representation. The Offeror represents that--

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.

(d) Disclosures. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer--

- (1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
- (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;
- (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
- (4) For equipment, 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).

(End of provision)

K-7

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;

Name of Offeror or Contractor:

- (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.

(End of provision)

K-8252.217-7026IDENTIFICATION OF SOURCES OF SUPPLYNOV/1995

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
Line Items	National Stock Number	Commercial Item (Y or N)	Source of Supply Company Address Part No.			Actual Mfg?
	(2)	(3)	(4)	(4)	(5)	(6)
(1)						

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list none.
- (3) Use Y if the item is a commercial item; otherwise use N. If Y is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use Y if the source of supply is the actual manufacturer; N if it is not; and U if unknown.

CONTINUATION SHEET	Reference No. of Document Being Continued <div>PIIN/SIINSPRBL1-20-R-0015MOD/AMD</div>	Page 32 of 41
Name of Offeror or Contractor:		

(End of provision)

CONTINUATION SHEET	Reference No. of Document Being Continued SPRBL1-20-R-0015 PIIN/SIIN MOD/AMD	Page 33 of 41
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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

<http://farsite.hill.af.mil/> or <https://www.acquisition.gov/>

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT/2018
L-2	52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN/2017
L-3	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-4	252.215-7013	SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS	JAN/2018
L-5	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 will be [] DX rated order; [X] DO rated 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-6	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(End of Provision)

L-7	52.233-2	SERVICE OF PROTEST	SEP/2006
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(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 PAULETTE POOLE, paulette.poole@dla.mil

(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-8	52.211-2	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)	MAY/2014
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(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/>
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued SPRBL1-20-R-0015 PIIN/SIIN MOD/AMD</p>	<p align="center">Page 34 of 41</p>
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Name of Offeror or Contractor:

(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-9 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):

<http://farsite.hill.af.mil/> Or <https://www.acquisition.gov/>

L-10 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

(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 addition of (DEVIATION) after the name of the regulation.

(End of clause)

DLAD Proc Note L01 Electronic Order Transmission (SEP 2016).

DLAD Proc Note L06 Agency Protests (DEC 2016).

DLAD Proc Note L08 Use of Past Performance Information Retrieval System Statistical Reporting in Past Performance Evaluations (OCT 2016).

DLAD Proc Note L11 Small Business Program Representation (AUG 2017).

*** END OF NARRATIVE L0001 ***

DLAD Proc Note L04 Offers for Part Numbered Items (SEP 2016)

(a) For part numbered items, identified in the item description only by the name of an approved source (CAGE code), a part number, and a brief description.

Exact product applies to contract line-item(s) (CLIN(s)): _____
CAGE code _____ part number _____

Alternate product applies to CLIN(s): _____
CAGE code _____ part number _____

Superseding part number applies to CLIN(s): _____
CAGE code _____ part number _____
Identify reason for superseding part number:
Administrative P/N change only: Yes_____ No_____
Minor change/No change in configuration: Yes_____ No_____

Previously-approved product applies to CLIN(s): _____
Contract or Solicitation Number: _____

CONTINUATION SHEET	Reference No. of Document Being Continued <div>SPRBL1-20-R-0015</div> PIIN/SIIN <div>MOD/AMD</div>	Page 35 of 41
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Name of Offeror or Contractor:

CAGE code _____ part number _____

Correction to CAGE/Part Number applies to CLIN(s) _____
 CAGE code in error/same corporation, different division Yes ___ No___
 CAGE code in error/sold to different corporation Yes ___ No___

Part number not recognized Yes ___ No___

Obsolete part number Yes ___ No___

Other Yes ___ No___

(b) Exact product means a product described by the name of an approved source and its corresponding part number cited in the item description; and manufactured by, or under the direction of, that approved source. An offeror of an exact product must meet one of the descriptions below.

- (1) An approved source offering its part number cited in the item description;
- (2) A dealer/distributor offering the product of an approved source and part number cited in the item description;
- (3) A manufacturer who produces the offered item under the direction of an approved source; and has authorization from that approved source to manufacture the item, identify it as that approved sources name and part number, and sell the item directly to the Government.
- (4) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (3) above.

(c) Alternate product.

- (1) The offeror must indicate that an alternate product is being offered if the offeror is any one of the following:
 - (i) An offeror who manufactures the item for an approved source cited in the item description, but does not have authorization from the approved source to identify it as the approved source part number, and sell the item directly to the Government;
 - (ii) A dealer/distributor offering the product of a manufacturer that meets the description in (i) above;
 - (iii) An offeror of a reverse-engineered product that is not cited in the item description; or
 - (iv) An offeror whose product does not meet the criteria of exact product, superseding product or previously approved product.
- (2) An offer of an alternate product is an alternate offer.

(d) The offeror must indicate that a superseding part number is being offered if the offered item otherwise qualifies as an exact product, except that the part number cited in the item description has been superseded due to an administrative part number change with no change in configuration of the item.

(e) The offeror must indicate that a previously-approved product is being offered if the product offered has previously been delivered to the Government or otherwise previously evaluated and approved.

(f) Correction to CAGE/Part Number Cited in the Item Description
 Submitted by offeror to notify the Government if there is a CAGE code error: same corporation/different division; sold to different corporation; part number not recognized; obsolete part number; other.

(g) Traceability documentation.

- (1) The contracting officer may request evidence of the technical acceptability of the product offered. The evidence must be submitted within 2 days, or as otherwise specified, or the offer will not be considered.
- (2) For offers of exact product, offerors other than the approved manufacturing source must retain evidence and provide the traceability evidence of the identity of the item and its manufacturing source when requested by the contracting officer.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued SPRBL1-20-R-0015 PIIN/SIIN MOD/AMD</p>	<p style="text-align: right;">Page 36 of 41</p>
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Name of Offeror or Contractor:

- (i) If offered item(s) are not in stock or not yet manufactured a copy of an original quotation from the approved source to the offeror identifying exact item cited in item description and a quantity sufficient to satisfy the solicitation requirement.
- (ii) If offered item(s) are shipped or in stock, a copy of invoice on approved source's letterhead; or a copy of packing slip which accompanied shipment from approved source to offeror. The invoices and packing slips must identify exact item cited in item description and a quantity sufficient to satisfy the solicitation requirement.
- (iii) If the offeror is an authorized dealer/distributor, or manufactures the item for an approved source, a copy of the contractual agreement with, or the express written authority of, the approved source to buy, stock, repackage, sell, or distribute the part. The agreement must specifically identify the exact item, or otherwise ensure that the offeror is authorized by the approved source to manufacture or distribute the exact item being acquired. If the agreement covers a general product line or is otherwise not product specific, the offeror must furnish additional documentation to address the exact item being acquired.
- (iv) Other verifiable information.
- (1) For superseding part number, the offeror may be requested to furnish evidence to establish that there are no changes in the configuration of the part.
- (2) For previously approved products, upon request of the contracting officer, the offeror must furnish the contract, solicitation, source approval request (SAR) package, or letter of approval under which the product was previously furnished or approved.
- (h) Alternate offer data.
- (1) The contracting officer may request drawings, specifications, or other data necessary to clearly describe the characteristics and features of an alternate offer. Data submitted shall cover design, materials, performance, function, interchangeability, inspection or testing criteria, and other characteristics of the offered product. The contracting officer may also request drawings and other data covering the design, materials, etc., of the exact product cited in the item description if the Agency does not possess data sufficient to evaluate the alternate product. The data must be submitted within 10 days, or as otherwise specified, or the offer will not be considered.
- (2) If the alternate product is a reverse-engineered product, the offeror shall provide: technical documentation to establish that the offered item represents the exact item specified in the item description (i.e., invoice from an approved source or submission of samples having markings of an approved source); number of samples that were examined; the process/logic used; raw data (measurements, lab reports, test results) used to prepare drawings or specifications for the offered item; any additional evidence that indicates the reverse-engineered item will function properly in the end item; and any evidence that life cycle/reliability considerations have been analyzed.
- (j) Evaluation of alternate offers
If the solicitation does not provide for evaluation of alternate offers for the current procurement, the offeror may submit a request for evaluation of the alternate products technical acceptability for future procurements of the same item. The request for evaluation shall cite the national stock number (NSN) of the exact product and include the applicable level of technical data. The level of technical data that the Government has available for use to evaluate the acceptability of an alternate product offered, and the corresponding level of technical data that must be furnished with an offer of alternate product, will be identified in the item description and/or via correspondence with the appropriate location below.
- (1)For solicitation numbers beginning with SPE7:
DLA Land and Maritime
Directorate of Procurement Alternate offer monitor, BPP
Post Office (P.O.) Box 3990
Columbus, Ohio 43218-3990
- (2)For solicitation numbers beginning with SPE4:
DLA Aviation
Office of the Competition Advocate
Attention: BPC
8000 Jefferson Davis Highway
Richmond, Virginia 23297-5100
- (3) For solicitation numbers beginning with SPE1, SPE2, SPE3, SPE5, or SPE8: DLA Troop Support
Attention: (see note below)
700 Robbins Avenue
Philadelphia, Pennsylvania 19111-5096
Note: The address (attention line) will change based on the 4th digit of the PIIN as follows:

Name of Offeror or Contractor:

SPE1 = Clothing and Textile (C&T)
SPE2 = Medical
SPE3 = Subsistence
SPE5 = Industrial Hardware (formerly Aviation or L&M detachments)
SPE8 = Construction and Equipment (C&E)

(4) For solicitation numbers beginning with SPRRA1 and SPRRA2:
Defense Logistics Agency DLA Aviation
Office of the Competition Advocate
Building 5201
Redstone Arsenal, Alabama 35898

(5)For solicitation numbers beginning with SPRPA1:
DLA Philadelphia
Competition Advocate Office
700 Robbins Avenue Building 1
Philadelphia, Pennsylvania 19111-5098

(6) For Tank-Automotive and Armaments Command (TACOM) Depot Level Repairable (DLR) - DLA Land and Maritime solicitations beginning with SPRDL1:
Defense Logistics Agency
DLR Procurement Operations - ZG
6501 East Eleven Mile Road
Warren, Michigan 48397-5000

(7) For Communications-Electronics Command (CECOM) DLR-DLA Land and Maritime solicitations beginning with SPRBL1: Defense Logistics Agency
DLR Procurement Operations - ZL
6001 Combat Dr., Rm. C1-301
Aberdeen Proving Ground, MD 21005-1846

CONTINUATION SHEET	Reference No. of Document Being Continued SPRBL1-20-R-0015 PIIN/SIINMOD/AMD	Page 38 of 41
Name of Offeror or Contractor:		

*** END OF NARRATIVE L0003 ***

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Instructions to Offerors

Proposals will be evaluated in accordance with the FAR 15.101-2 Lowest Price Technically Acceptable source selection process. In order to be considered for award an offeror must meet or exceed technical acceptability standards for the following non-price factors: 1) Supplies-Terms and Conditions, 2) Delivery, and 3) Past Performance.

Offerors should thoroughly read and understand the terms and conditions contained in the solicitation. Offerors should ensure that the information contained in their proposal is factual, accurate, and complete. Prior to the closing date and time, offerors shall submit a signed filled-in solicitation, filled-in attachments, a cost/price proposal, and any other supporting documentation. Failure to provide any information requested in the solicitation, or failure to submit on time, may render an offerors proposal technically unacceptable and preclude it from any further consideration for contract award.

In the event any portion of the proposal is written by anyone who is not a bona fide employee of the firm submitting the proposal, the Offeror shall identify the persons firm, the relationship of that firm to the Offeror, and the portion of the technical proposal the person wrote.

A. TECHNICAL ACCEPTABILITY EVALUATION:

Prior to being evaluated on price, all Offerors will be evaluated on the following non-cost factors:

1.) SUPPLIES, TERMS AND CONDITIONS:

To meet the minimum requirements of the solicitation, the offeror must clearly show within their submitted proposals that they will be able to meet the Government's product requirements, specifications, quality assurance requirements, delivery requirements, and all other requirements identified in the Technical Requirements and Technical Data Package of the solicitation.

2.) DELIVERY REQUIREMENT:

The Government required delivery is stated in Section B, Supplies or Services and Price/Costs and Section F, Time of Delivery.

The delivery times offered shall meet or surpass the Governments delivery requirements, or if proposed delivery is longer than the Government required, submit explanation for why the Government required delivery cannot be met.

3.) PAST PERFORMANCE:

The offeror may provide past performance information, as follows, for consideration in evaluating past performance as described below.

A list of contracts, commercial or government, performed within the past two years, limited to three (3) government and three (3) commercial contracts for the same or similar items. For this solicitation, same or similar items are defined as items in the same Federal Supply Class. The Government reserves the right to limit the number of references it decides to contact. At a minimum, the submission must include the following information for each contract submitted:

a. Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, with Delivery Order Numbers if applicable.

b. For Government contracts:

b-1. Government contracting activity, current address, Procuring Contracting Officer's name, e-mail address, telephone and fax numbers.

b-2. Government technical representative/COR, and current e-mail address, telephone and fax numbers.

b-3. Government contract administration activity's Pre-Award Monitor's name, and current e-mail address, telephone and fax numbers.

c. For Commercial contracts:

CONTINUATION SHEET	Reference No. of Document Being Continued <div>SPRBL1-20-R-0015</div> PIIN/SIIN <div>MOD/AMD</div>	Page 39 of 41
Name of Offeror or Contractor:		

- Description of the items(s) manufactured and how the item(s) are the same/similar to the NSNs being procured.
- d. Contract Type. In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity).
- e. Awarded price/cost.
- f. Final or projected final price/cost.
- g. Original delivery schedule, including start dates and completion dates of work.
- h. Final,or projected final, delivery schedule, including start dates and completion dates of work.
- i. A brief explanation of the reason for the shortcomings and any corrective actions taken to avoid recurrence, if any contracts that did not/do not meet original schedule or quality or technical performance requirements.

Any Offeror submitting CLASSIFIED data in their past performance proposal must first notify the contracting office by contacting the point of contact for this solicitation. CLASSIFIED data that is forwarded as part of an Offeror's proposal must be housed in its own binder, separate from the unclassified portion.

Note: Supplier Performance Risk System Statistical Reporting (SPRS) scores may be used for past performance evaluation. An offeror with SPRS scores that are excessively low will not meet acceptability standards. For details concerning SPRS Classification refer to the SPRS Awardees Users Manual, website Reference section, <https://www.ppirssrng.csd.disa.mil/default.htm> . The Government may also use information from any other internal sources.

B. EVALUATION OF PRICE (Price Factor):

Prices offered must be unit prices which are clearly stated and which require no further interpretation by the Government in order to determine the actual offered price for each item number. Prices must not be stated as part of a pricing formula or as charges per lot.

Unit prices offered must include costs of compliance with all solicitation requirements. Prices must be offered for each quantity increment.

*** END OF NARRATIVE L0004 ***

CONTINUATION SHEET	Reference No. of Document Being Continued SPRBL1-20-R-0015 PIIN/SIIN MOD/AMD	Page 40 of 41
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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

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

<http://farsite.hill.af.mil/> or <https://www.acquisition.gov/>

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	252.213-7000	NOTICE TO PROSPECTIVE SUPPLIERS ON USE OF SUPPLIER PERFORMANCE RISK SYSTEM IN PAST PERFORMANCE EVALUATIONS	SEP/2019

As a result of this solicitation, the Government will award a purchase order utilizing the Lowest Price Technically Acceptable (LPTA) method, in accordance with FAR 15.101-2, to the responsible offeror(s) whose technically acceptable quote(s) is the lowest priced. The technically acceptable standards are the following non-price factors of Supplies-Terms and Conditions, Delivery, and Past Performance.

A) Technical Acceptability Evaluation: Technical acceptability will be determined by evaluating the following non-price factors:

1. Supplies-Terms and Conditions: Offeror meets the minimum requirements of the solicitation. The item(s) offered meet the requirements of the solicitation, to include the Technical Requirements and Specification in section List of Attachments.

Acceptable: Proposal meets the minimum requirements of the solicitation.

Unacceptable: Proposal does not meet the minimum requirements of the solicitation.

2. Delivery: Offeror meets the requirements of the Delivery Schedule. In making the acceptable/unacceptable determination, the Contracting Officer will consider the Offerors ability to meet the required delivery schedule outlined in section F Time of Delivery and section B Supplies or Services and Prices/Costs.

Acceptable: Offered delivery meets or betters the Governments required delivery schedule, or if offered delivery does not meet the required delivery schedule, offeror submits an explanation why the required delivery schedule cannot be met.

Unacceptable: Offered delivery does not meet the Governments required delivery schedule.

3. Past Performance: The Government will review any past performance information submitted by the offeror with their quote. The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources, including Past Performance Information Retrieval System (PPIRS) (<http://www.ppirs.gov>) and any other sources outside the Government.

Acceptable: Based on the Offerors performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offerors performance record is unknown (See note below).

Unacceptable: Based on the Offerors performance record, the Government has no reasonable expectation that the Offeror will be able to successfully perform the required effort.

NOTE: In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.304(s)(2)(iv)). Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability or unacceptability, Unknown shall be considered Acceptable.

B) Price Evaluation:

This solicitation is for a FIRM-FIXED PRICE contract and the offeror's price will be evaluated by the unit price. The offeror must also accept all of the requirements, terms, and conditions of this solicitation, as negotiated.

Award and Evaluation Factors

Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for nonprice/non-cost factors.

CONTINUATION SHEET	Reference No. of Document Being Continued SPRBL1-20-R-0015 PIIN/SIIN MOD/AMD	Page 41 of 41
Name of Offeror or Contractor:		

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 <http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx> and via 'References' on the DIBBS homepage.

DLAD Proc Note M06 Evaluation of Offers for Part Numbered Items (SEP 2016).

*** END OF NARRATIVE M0003 ***