

# Special U.S. Government Clauses

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## Basic Order Agreement (BOA) SPRPA1-19-G-CE01 (Dec 1, 2019) DPAS (identified by each delivery order)

The following U.S. Government clauses apply to any Collins Aerospace Agreement or Order to which this Document is attached or in which it is incorporated by reference. "Document" as used herein, means Special U.S. Government Clauses by prime contract number, as referenced in the Agreement or Order. Unless otherwise specified below, the date of these clauses are those in effect as of the date of the Agreement or Order. These clauses are hereby incorporated by reference as if the text were fully written. In such clauses, unless otherwise specifically stated, the term "Contractor" means Seller except in the term "prime contractor," "subcontractor" means Seller's subcontractor/supplier, "Contract" means the Agreement or an Order which reference these terms, except in the term "prime contract," and both "Contracting Officer" and "Government" mean Buyer except in the terms "Government Property" and "Government-Furnished Property," or as otherwise indicated. The full text of the clauses can be located at the website <http://farsite.hill.af.mil> or <http://acquisition.gov>. The Contracts Disputes Act shall have no application to the Agreement or Order. Any reference to a "Disputes" clause shall mean the "Disputes" or "Dispute Resolution" clause of the Agreement or Order.

Any Agreement or Order to which this Exhibit is attached or incorporated by reference may contain DPAS rated quantities (DO/DX) and unrated quantities (NA) as listed or identified in the priority section of the Order. Rated quantities are certified for national defense use, and you are required to follow all the provisions of the Defense Priorities and Allocations Systems (DPAS) regulation (15 CFR Part 700). The rated quantities are to be those first delivered followed by any unrated quantities. Seller shall accept or reject a rated order in writing (hard copy) or in electronic format within ten (10) working days after receipt of a "DX" rated order or fifteen (15) working days after receipt of a "DO" rated order.

**CANCELLATION/TERMINATION:** The following clause replaces the Termination clause of the Agreement or Order in which these Special U.S. Government Clauses are attached or incorporated:

TERMINATION: (a) Buyer may terminate this Agreement or any Order issued hereunder, in whole or in part in accordance with the terms of the "Default (Fixed Price Supply and Service)" clause set forth in FAR 52.249-8 if Seller fails to comply with any of the terms of this Agreement or any Order issued hereunder or if Seller becomes insolvent or makes an assignment for the benefit of creditors. (b) Without affecting its right to terminate this Agreement or any Order issued hereunder pursuant to paragraph (a), Buyer may, for its convenience, terminate this Agreement or any Order issued hereunder in whole or, from time to time, in part, in accordance with the applicable Termination for Convenience of the Government (Fixed-Price) clause set forth in FAR 52.249-1 or FAR 52.249-2. (In paragraph (e) of FAR 52.249-2, "1 year" is changed to "6 months.")

**DIRECTORATE OF DEFENSE TRADE CONTROL (DDTC) REGISTRATION** All manufacturers, exporters, and brokers of defense articles, defense services, or related technical data, as defined on the United States Munitions List (Part 121 of the ITAR), are required to register with DDTC as authorized by 22 USC 2778 (b) (1) (A) (i) and (ii) and 22 CFR Part 122, 129.3, and 129.4.

### PRICE REDUCTION

(1) As pertains to any Agreement or Order, and to the extent caused by Seller, if: (i) Buyer's contract price or fee is reduced; (ii) Buyer's costs are determined to be unallowable; (iii) any fines, penalties, withholdings, or interest are assessed on Buyer; or if Buyer incurs any other costs or damages as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, Buyer may proceed in accordance with subsection (3) below.

(2) Where submission of cost or pricing data is required prior to or during performance of the Agreement or Order, if Seller or its lower-tier subcontractors: (i) certify cost or pricing data that are defective; (ii) claim an exception to a requirement to submit cost or pricing data and such exception is invalid; and, as a result, (a) Buyer's contract price or fee is reduced; (b) Buyer's costs are determined to be unallowable; (c) any fines, penalties, withholdings, or interest are assessed on Buyer; or (d) Buyer incurs any other costs or damages, Buyer may proceed in accordance with subsection (3) below.

(3) Upon the occurrence of any of the circumstances identified in subsection (1) or (2) above, Buyer may make a reduction of corresponding amounts (in whole or in part) in the price of the Agreement or Order, or may demand payment (in whole or in part) of the corresponding amounts. Seller shall promptly pay amounts so demanded.

### AMENDMENTS REQUIRED BY CUSTOMER OR PRIME CONTRACT

Seller agrees that, upon the request of Buyer, it will negotiate in good faith with Buyer for amendments to the Collins Agreement or Order to incorporate additional terms or to change terms, as Buyer may reasonably deem necessary in order to comply with the applicable Buyer customer contract or prime contractor with amendments to such customer or

prime contract. If such amendment to this Contract or Order causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract or Order, an equitable adjustment may be made pursuant to the "Changes" clause of this Contract or Order.

**FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This Agreement 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:

The text of all FAR, DFARS provisions and clauses may be accessed electronically at the following links:  
FAR, DFARS at the Hill AFB website -- <http://farsite.hill.af.mil/VFFARa.htm>

FAR only at the GSA website (click on "Regulations: FAR") -- <http://www.gsa.gov/portal/category/100000>

DFARS only at the DPAP website -- [https://acquisition.navy.mil/rda/home/policy\\_and\\_guidance](https://acquisition.navy.mil/rda/home/policy_and_guidance)

The text of all NAVSUP and NAVSUP WSS clauses will be contained in the body of the contract.

**FAR CLAUSES BY REFERENCE**

<b>Number</b>	<b>Title, Mo/Year</b>
52.202-1	DEFINITIONS (11/13)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (5/14)
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (9/07)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (10/10)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (10/15)
52.203-3	GRATUITIES (4/84)
52.203-5	COVENANT AGAINST CONTINGENT FEES (5/14)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (9/06)
52.203-7	ANTI-KICKBACK PROCEDURES (5/14)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (5/14)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (10/16)
52.204-2	SECURITY REQUIREMENTS (10/02)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (5/11)
52.204-7	SYSTEM FOR AWARD MANAGEMENT (10/16)
52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS ((blank))
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (1/11)
52.207-4	ECONOMIC PURCHASE QUANTITY - SUPPLIES (8/87)
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (5/14)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (10/15)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (4/08)
52.211-17	DELIVERY OF EXCESS QUANTITIES (9/89)
52.211-5	MATERIAL REQUIREMENTS (8/00)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (4/91)
52.214-35	SUBMISSION OF OFFERS IN US CURRENCY (4/91)
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (8/11)
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (8/11)
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (10/10)
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (10/10)
52.215-14	INTEGRITY OF UNIT PRICES (10/10)
52.215-14 Alt I	INTEGRITY OF UNIT PRICES - Alternate I (10/97)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (10/10)
52.215-16	FACILITIES CAPITAL COST OF MONEY (6/03)

52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (7/05)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (10/97)

52.215-2 AUDIT AND RECORDS - NEGOTIATION (10/10)

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (10/10)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (10/10)

52.215-22 LIMITATIONS ON PASS THROUGH CHARGES - IDENTIFICATION OF SUBCONTRACT EFFORT (10/10)

52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (10/09)

52.215-23 Alt I LIMITATIONS ON PASS-THROUGH CHARGES - Alt I (10/09)

52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (10/97)

52.215-9 CHANGES OR ADDITIONS TO MAKE OR BUY PROGRAM (1/17)

52.215-9 Alt II Changes or Additions to Make-or-Buy Program - Alt II (11/17)

52.216-24 LIMITATION OF GOVERNMENT LIABILITY ((blank))

52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (1/99)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (11/16)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (2/97)

52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (10/16)

52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000 (5/14)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (4/15)

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (2/99)

52.222-26 EQUAL OPPORTUNITY (9/16)

52.222-29 NOTIFICATION OF VISA DENIAL (4/15)

52.222-3 CONVICT LABOR (6/03)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (10/15)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (7/14)

52.222-37 EMPLOYMENT REPORTS ON VETERANS (2/16)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (2/16)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION (5/14)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10/10)

52.222-50 COMBATING TRAFFICKING IN PERSONS (3/15)

52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (6/16)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (8/11)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (1/97)

52.223-6 DRUG FREE WORKPLACE (5/01)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (6/08)

52.225-7 WAIVER OF BUY AMERICAN STATUTE FOR CIVIL AIRCRAFT AND RELATED ARTICLES (2/16)

52.227-1 AUTHORIZATION AND CONSENT (12/07)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (12/07)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (2/13)

52.229-6 Taxes - Foreign Fixed Price Contracts (2/13)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (5/12)

52.230-2 COST ACCOUNTING STANDARDS (10/15)

52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (10/15)

52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (6/10)

52.230-7 PROPOSAL DISCLOSURE - COST ACCOUNTING PRACTICE CHANGES (4/05)

52.232-1 PAYMENTS (4/84)  
 52.232-11 EXTRAS (4/84)  
 52.232-13 NOTICE OF PROGRESS PAYMENTS (4/84)  
 52.232-16 PROGRESS PAYMENTS (4/12)  
 52.232-16 Alt III PROGRESS PAYMENTS - Alt III (4/03)  
 52.232-17 INTEREST (5/14)  
 52.232-23 ASSIGNMENT OF CLAIMS (5/14)  
 52.232-23 Alt I Assignment of Claims - Alternate I (4/84)  
 52.232-25 PROMPT PAYMENT (1/17)  
 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (7/13)  
  
 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (2/02)  
 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (4/84)  
 52.233-1 DISPUTES (5/14)  
 52.233-1 Alt I Disputes - Alternate I (12/91)  
 52.233-3 PROTEST AFTER AWARD (8/96)  
 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (10/04)  
 52.242-13 BANKRUPTCY (7/95)  
 52.242-17 GOVERNMENT DELAY OF WORK (4/84)  
 52.243-1 CHANGES - FIXED PRICE (8/87)  
 52.244-2 SUBCONTRACTS (10/10)  
 52.244-5 COMPETITION IN SUBCONTRACTING (12/96)  
 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (1/17)  
 52.245-1 GOVERNMENT PROPERTY (1/17)  
 52.245-1 Alt. I GOVERNMENT PROPERTY Alt I (4/12)  
 52.245-9 USE AND CHARGES (4/12)  
 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (8/08)  
 52.246-16 RESPONSIBILITY FOR SUPPLIES (4/84)  
 52.246-2 INSPECTION OF SUPPLIES - FIXED PRICE (8/96)  
 52.246-23 LIMITATION OF LIABILITY (2/97)  
 52.246-24 LIMITATION OF LIABILITY - HIGH VALUE ITEMS (2/97)  
 52.246-24 Alt I Limitation of Liability - High Value Items - Alt I (4/84)  
 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (2/06)  
 52.247-29 F.O.B. ORIGIN (2/06)  
 52.247-30 F.O.B. ORIGIN, CONTRACTOR'S FACILITY (2/06)  
 52.247-46 SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS (4/84)  
 52.247-55 F.O.B. POINT FOR DELIVERY OF GOVERNMENT - FURNISHED PROPERTY (6/03)  
 52.247-58 LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS (4/84)  
 52.247-59 F.O.B. ORIGIN-CARLOAD AND TRUCKLOAD SHIPMENTS (4/84)  
 52.247-61 F.O.B. ORIGIN-MINIMUM SIZE OF SHIPMENTS (4/84)  
 52.247-63 PREFERENCE FOR U.S. - FLAG AIR CARRIERS (6/03)  
 52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT-SMALL PACKAGE SHIPMENTS (1/91)  
 52.247-68 REPORT OF SHIPMENT (REPSHIP) (2/06)  
 52.248-1 VALUE ENGINEERING (10/10)  
 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (SHORT FORM) (4/84)  
  
 52.249-14 EXCUSABLE DELAYS (4/84)  
 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (4/12)  
 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (4/84)  
 52.251-1 GOVERNMENT SUPPLY SOURCES (4/12)  
 52.252-2 CLAUSES INCORPORATED BY REFERENCE (2/98)  
 52.253-1 COMPUTER GENERATED FORMS (1/91)

## **DFARS CLAUSES BY REFERENCE**

<b>Number</b>	<b>Title, Mo/Year</b>
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (12/08)
252.204-7000	Disclosure of Information (10/16)
252.204-7003	Control of Government Personnel Work Product (4/92)
252.204-7004	Antiterrorism Awareness Training for Contractors (2/14)
252.204-7005	Removed and Reserved (11/01)
252.204-7007	Alternate A, Annual Representations and Certifications (Solicitation Provision) (1/15)
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls (Solicitation Provision) (10/16)
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (10/16)
252.205-7000	Provision of Information to Cooperative Agreement Holders (12/91)
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country (1/09)
252.209-7002	Disclosure of Ownership or Control by a Foreign Government (Solicitation Provision) (6/10)
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country (10/15)
252.211-7003	Item Unique Identification and Valuation (3/16)
252.211-7005	Substitution for Military or Federal Specifications and Standards (11/05)
252.211-7006	Passive Radio Frequency Identification (6/16)
252.215-7000	Removed and Reserved (12/12)
252.215-7002	Cost Estimating System Requirements (12/12)
252.217-7026	Identification of Sources of Supply (11/95)
252.219-7003	Small Business Subcontracting Plan (DoD Contracts) (3/16)
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements (12/10)
252.223-7004	Drug Free Work Force (9/88)
252.225-7000	Buy American - Balance of Payments Program Certificate - Basic (Solicitation Provision) (11/14)
252.225-7001	Buy American Act and Balance of Payments Program (12/16)
252.225-7002	Qualifying Country Sources as Subcontractors (12/16)
252.225-7004	Report of Intended Performance Outside the United States and Canada - Submission after Award (10/15)
252.225-7005	Identification of Expenditures in the United States (6/05)
252.225-7006	Acquisition of the American Flag (8/15)
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (10/14)
252.225-7012	Preference for Certain Domestic Commodities (12/16)
252.225-7013	Duty-Free Entry (5/16)
252.225-7015	Restrictions on Acquisition of Hand or Measuring Tools (6/05)
252.225-7016	Restrictions on Acquisition of Ball and Roller Bearings (6/11)
252.225-7021	Trade Agreements (12/16)
252.225-7028	Exclusionary Policies and Practices of Foreign Governments (4/03)
252.225-7030	Restrictions on Acquisition of Carbon, Alloy, and Armor Steel Plate (12/06)
252.225-7035	Buy American - Free Trade Agreements - Balance of Payments Program - Basic (11/14)
252.225-7036	Buy American - Free Trade Agreements - Balance of Payments Program - Basic (12/16)
252.225-7036 Alt I	Buy American Act - Free Trade Agreements - Balance of Payments Program - Alternate I (12/16)
252.225-7041	Correspondence in English (6/97)
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (6/15)
252.226-7001	Utilization of Indian Organizations, Indian-owned Economic Enterprises, and Native Hawaiian Small Business Concerns (9/04)
252.227-7013	Rights in Technical Data - Noncommercial Items (2/14)
252.227-7016	Rights in Bid or Proposal Information (1/11)

252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions (Solicitation Provision) (1/11)
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government (Solicitation Provision) (6/95)
252.227-7030	Technical Data - Withholding of Payment (3/00)
252.227-7037	Validation of Restrictive Markings on Technical Data (9/16)
252.231-7000	Supplemental Cost Principals (12/15)
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports (6/12)
252.232-7010	Levies on Contract Payments (12/06)
252.232-9401	Segregation of Costs (1/92)
252.235-7003	Frequency Authorization (3/14)
252.242-7004	Material Management and Accounting System (5/11)
252.243-7001	Pricing of Contract Modifications (12/91)
252.243-7002	Requests for Equitable Adjustment (12/12)
252.244-7000	Subcontracts for Commercial Items and Commercial Components (6/13)
252.245-7001	Tagging, Marking, and Labeling of Government Furnished Property (4/12)
252.246-7000	Material Inspection And Receiving Report (3/08)
252.246-7003	Notification of Potential Safety Issues (6/13)
252.247-7022	Representation of Extent of Transportation by Sea (Solicitation Provision) (8/92)
252.247-7023	Transportation of Supplies by Sea (4/12)
252.247-7024	Reserved (3/00)
252.251-7000	Ordering From Government Supply Sources (8/12)

## **FAR/DFARS/NAV/OTHER CLAUSES BY FULL TEXT**

### **DFARS 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005)**

(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 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.dcmam.mil/20/guidebook\\_process.htm](http://guidebook.dcmam.mil/20/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

(d) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(e) 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:

(f) 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)

#### **PARTS OBSOLESCENCE –**

This clause shall apply in the event that there are parts, which become impracticable to obtain in the performance of this contract, due to obsolescence which may occur during performance of this contract. This clause shall only apply to parts the contractor identified in his proposal as purchased parts, and shall not apply to parts the contractor proposed he would manufacture. In the event that, during the term of this contract, the contractor is unable to purchase certain parts due to obsolescence, the contractor shall promptly notify the Contracting Officer in writing of such unavailability and provide evidence of the reasons such part(s) cannot be obtained, when cost or schedule may be impacted. In addition, the contractor shall advise whether a form, fit and function replacement part(s) can be obtained, or if a part(s) incorporating a form, fit or function design change will be required. The Contracting Officer shall notify the contractor how to proceed, as outlined below, within 30 days of receipt of such notification and supporting documentation. If a form, fit and function replacement part(s) can be obtained, the contractor shall advise the Contracting Officer of the change in price attributable to the difference between the contract price and the price for the replacement part(s). The contractor shall also advise the Contracting Officer of any impact to the delivery schedule. If the replacement part(s) cannot be identified without a form, fit or function design change, the contractor shall notify the Contracting Officer of the nature and scope of the required change. The Contracting Officer shall, within 30 days after such notification is received, provide written direction (1) for the contractor to proceed with the purchase of the form, fit and function replacement parts(s), (2) issue a Request for Quotation for the increase in price attributable to the difference between the contract price and the price of the replacement part(s) with the design change, (3) terminate the affected Delivery Order CLIN(s) pursuant to FAR 52.249-1 Termination for Convenience of Government (Fixed-Price) (Short Form)(Applicable at or below \$150K) APR 1984, or FAR 52.249-2 Termination for Convenience of Government (Fixed-Price)(>\$150K) APR 2012, as applicable. Any upward or downward adjustment in the contract price occasioned under (1) or (2) shall include the contractor's proposal preparation costs, which are subject to cost accounting standards for allowability, allocability, and the like. The parties will negotiate an equitable price adjustment if the Contracting Officer directs the contractor to proceed under either (1) or (2) above; or the Contracting Officer issues a partial termination for Convenience of the Government under (3) above. The contractor shall propose a revised delivery schedule and submit all supporting cost information within 60 days of receipt of the Contracting Officer's direction or action.

(End of clause)

#### **HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT - MIL-I/MIL-Q (OCT 2008) –**

(a) In accordance with FAR 52.246-11, the contractor shall comply with MIL-I-45208 Quality System, or for purposes of this solicitation and resultant contract, the following documents are considered optional and equivalent and the Offeror may choose one of the options below by checking the appropriate block:

ISO 9001-Quality System-Model for Quality Assurance in Design, Development, Production, Installation and Servicing for Ground Support Equipment.

ASQC-Q9001-Quality System- Model for Quality Assurance in Design, Development, Production, Installation and Servicing

SAE-AS9100-Quality System Aerospace - Model for Quality Assurance in Design, Development, Production, Installation and Servicing

OTHER (Specify) \_\_\_\_\_

NOTE: When the "OTHER" block is selected, please identify the commercial, military, international or industry quality/inspection system that you intend to use.

Your proposed system will be reviewed and assessed for suitability and equivalency.

(b) The contractor shall use and be compliant with the revision of the applicable quality standard in effect at time of the Offeror's latest proposal submission.

(c) Measuring and Test Equipment - The contractor shall use a calibration system that meets the requirements of MIL-STD-45662A, ANSI/NCSL-Z540.3-2006, or ISO 10012-1. Contractor use of a calibration system other than one specified herein will require Navy review and concurrence.

(End of clause)

#### **CONTRACT SECURITY CLASSIFICATION SPECIFICATION (OCT 2002)**

This Section and FAR 52.204-2 "Security Requirements", shall apply to an Order under this agreement only when DD Form 254 is attached hereto as part of the contract requirements, at which time Far 52.204-2 shall be considered Incorporated by Reference in Section I Contract Clauses of this document. The contractor shall, upon completion of final delivery hereunder, promptly so notify the Contracting Officer in writing and shall request a final military security

requirements checklist (DD254). Such request shall be submitted to the Contracting Officer via the cognizant government inspector.

(End of clause)

### **NOTICE OF ASSIGNMENT (MAR 2000)**

When a contract is to be assigned pursuant to the FAR 52.232-23 "Assignment of Claims' Clause Incorporated by Reference in Section I Contract Clauses of this document, the assignee shall forward a true copy of the instrument of assignment, (i.e., a certified duplicate or photostat copy of the original assignment), and an original and three (3) copies of the Notice of Assignment:

- A. To the Administrative Contracting Officer (ACO) located at the contract administration office specified herein,
- B. To the surety or sureties, if any, on any bond applicable to the contract, and
- C. To the Disbursing Officer designated in the contract to make payment.

(End of clause)

### **GOVERNMENT PROPERTY ALTERNATE I (APR 2012)**

Alternate I (APR 2012). As prescribed in 45.107 (a)(2), substitute the following for paragraph (h)(1) of the basic clause:

(h)(1) The Contractor assumes the risk of, and shall be responsible for, any loss of Government property upon its delivery to the Contractor as Government-furnished property. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(End of clause)

### **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](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

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

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

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

"Government's unit acquisition cost" means—

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

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

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

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at [http://www.aimglobal.org/?Reg\\_Authority15459](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](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

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

Contract Line, Subline, or Exhibit Line Item Number Item Description

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

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

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

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall—

(A) Determine whether to—

(1) Serialize within the enterprise identifier;

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

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

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

Marking of U.S. Military Property, latest version;

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

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

(ii) The issuing agency code—

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

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

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.

\*\* Once per item.

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

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

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

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

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

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

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) 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. (NEW)

(End of clause)

#### **LIMITATIONS ON PASS-THROUGH CHARGES (applies to 52.215-22 and 52.215-23) (NEW) –**

Pursuant to the provisions of FAR 52.215-22 Limitations on Pass-Through Charges – Identification of Subcontract effort and 52.215-23 Limitations on Pass-Through Charges, the Contracting Officer's determination of the existence of excessive pass-through charges under paragraphs (c) has been made prior to contract award and is reflected in the contract price.

(End of clause)

#### **DFARS 252.204-7008, COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)**

(a) Definitions. As used in this provision—

“Controlled technical information,” “covered contractor information system,” “covered defense information,” “cyber incident,” “information system,” and “technical information” are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2)—

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and

Technology (NIST) Special Publication (SP) 800-171 “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of clause)

## **DFARS 252.204-7012, SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)**

(a) Definitions. As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information

(CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapidly report” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data—

Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and

engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal

Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber-incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber-incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at 252.204-7009,

Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting

Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber-incident to DoD as required in paragraph (c) of this clause.

(End of clause)

## SUPPLY WARRANTY

### (a) Definitions

(i) Acceptance: The word "acceptance" as used herein means the execution of the Acceptance Block and signing of a Form DD 250 by the authorized Government representative.

(ii) Supplies: The word "supplies" as used herein means the end items furnished by the contractor and any related services required under this contract. The word does not include technical data.

### (b) Warranty:

The contractor warrants that at the time of delivery all supplies furnished under this BOA will be free from defects in material and workmanship, and will conform with the specifications and all other requirements of this BOA. With respect to Government furnished property, the contractor's warranty shall extend only to its proper installation, unless the contractor performs some modification or other work on such property, in which case the contractor's warranty shall extend to such modification or other work.

### (c) Remedies:

(1) Right to corrective or replacement action. In the event of a breach of the contractor's warranty in paragraph (b) above, the Government may at no increase in contract price, (A) require the contractor, at the contractor's plant, to repair or replace at the contractor's election, defective or nonconforming supplies, or (B) require the contractor to furnish at the contractor's plant such materials or parts and installation instructions as may be required to successfully accomplish the required correction. The contractor shall also prepare and furnish to the Government data and reports applicable to any correction required under this clause (including revision and updating of all affected data called for under this contract) at no increase in the contract price. When correction or replacement is required and transportation of supplies in connection with such correction or replacement is necessary, transportation charges and responsibility for such supplies while in transit shall be borne by the contractor.

(2) Right to Equitable Adjustment. If the Government does not require correction or replacement of defective or nonconforming supplies or the contractor is not obligated to correct or replace by reason of paragraph (g) below, the Government shall be entitled to an equitable reduction in the price of such supplies. The parties shall negotiate to reach agreement on an equitable adjustment. Failure to agree to such an equitable adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this BOA entitled "Disputes".

### (d) Notification:

Except as the notification period may be extended by paragraph (e), the contractor shall be notified in writing of any breach of the warranty in paragraph (b) above within 12 months after delivery of the nonconforming supplies or until proper installation, whichever occurs first. Written notification shall include specific issues identified by the Government and the circumstances under which they occurred. Within 90 days thereafter, the contractor shall submit to the Contracting Officer a written recommendation as to the corrective action required to remedy the breach. After the notice of breach, but no later than 60 days after receipt of the contractor's recommendation for corrective action, the Contracting Officer may, in writing, direct correction or replacement as set forth in paragraph (c) above, and the contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty comply with such direction. In the event it is later determined that the contractor did not breach the warranty in paragraph (b) above, the contract price will be equitably adjusted.

### (e) Corrected or Replaced Supplies:

(1) Any supplies or parts thereof corrected or furnished in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as supplies initially delivered.

(2) With respect to such supplies, the period for notification of a breach of the contractor's warranty in paragraph (d) shall be 6 months from the furnishing or return by the contractor to the Government of the corrected or replaced supplies or parts thereof, or if correction or replacement is effected by the contractor at a

Government or other activity, for six months thereafter.

(f) Warranty Marking Label: In lieu of the warranty marking labels contained in MIL-STD-129, the following warranty marking label shall be used: "Warranted at time of delivery. Notification of breach of warranty required within 12 months of actual delivery under this order. Actual deliveries may differ from scheduled deliveries. DELIVERY DATE

"

(g) Inability-to-Correct: The contractor shall not be obligated to correct or replace supplies if the facilities, tooling, drawings, or other equipment or supplies necessary to accomplish such correction or replacement have been made unavailable to the contractor by action of the Government. In the event that correction or replacement has been directed, the contractor shall promptly notify the Contracting Officer in writing of such unavailability.

(h) ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND "FITNESS FOR A PARTICULAR PURPOSE" ARE HEREBY EXCLUDED FROM ANY OBLIGATION CONTAINED IN THIS BOA.

(i) 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 the BOA.

(End of clause)

### **DFARS 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (MAR 2016)**

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

(a) Definitions. "Summary Subcontract Report (SSR) Coordinator," as used in this clause, means the individual at the department or agency level who is registered in the Electronic Subcontracting Reporting System (eSRS) and is responsible for acknowledging receipt or rejecting SSRs in eSRS for the department or agency.

(b) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor's small business subcontracting goal.

(c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to—

(1) Protege firms which are qualified organizations employing the severely disabled; and

(2) Former protege firms that meet the criteria in section 831(g)(4) of Public Law 101-510.

(d) The master plan is approved by the Contractor's cognizant contract administration activity.

(e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(f)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) An SSR for other than a commercial subcontracting plan, or construction and related maintenance repair contracts, shall be submitted in eSRS to the department or agency within DoD that administers the majority of the Contractor's individual subcontracting plans. An example would be Defense Finance and Accounting Service or Missile Defense Agency.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f)(1)(i) of this clause.

(ii) Except as provided in (f)(2)(iii), the authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator at the department or agency that administers the majority of the Contractor's individual subcontracting plans.

(iii) The authority to acknowledge receipt or reject SSRs for construction and related maintenance and repair contracts resides with the SSR Coordinator for each department or agency.

(End of clause)

**Alternate I.** As prescribed in 219.708(b)(1)(A) and (b)(1)(A)(2), use the following clause, which uses a different paragraph (f) than the basic clause.

(End of clause)

### **GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (GIDEP) (JAN 1999)**

(Inapplicable to orders for Foreign Military Sales)

(a) If the negotiated amount of an order under this Basic Ordering Agreement exceeds \$500,000.00, the contractor shall provide and maintain procedures to enable his full participation in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with the issue of MIL-STD-1556 in effect on the date of the order. Compliance with this clause shall not relieve the contractor from complying with any other provision of the contract.

(b) When this clause is applicable to an order, the contractor agrees to insert paragraph (a) above in any subcontract thereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(End of clause)

### **CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016)**

The following paragraphs (a) through (e) of this clause do not apply unless the Contractor is subject to the Cost Accounting Standards under 41 U.S.C. chapter 15, as implemented in regulations found at 48 CFR 9903.201-1.

(a) Definitions. As used in this clause—



"Authorized aftermarket manufacturer" means an organization that fabricates a part under a contract with, or with the express written authority of, the original component manufacturer based on the original component manufacturer's designs, formulas, and/or specifications.

"Authorized supplier" means a supplier, distributor, or an aftermarket manufacturer with a contractual arrangement with, or the express written authority of, the original manufacturer or current design activity to buy, stock, repackage, sell, or distribute the part.

"Contract manufacturer" means a company that produces goods under contract for another company under the label or brand name of that company.

"Contractor-approved supplier" means a supplier that does not have a contractual agreement with the original component manufacturer for a transaction, but has been identified as trustworthy by a contractor or subcontractor.

"Counterfeit electronic part" means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified electronic part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

"Electronic part" means an integrated circuit, a discrete electronic component (including, but not limited to, a transistor, capacitor, resistor, or diode), or a circuit assembly (section 818(f)(2) of Pub. L. 112-81).

"Obsolete electronic part" means an electronic part that is no longer available from the original manufacturer or an authorized aftermarket manufacturer.

"Original component manufacturer" means an organization that designs and/or engineers a part and is entitled to any intellectual property rights to that part.

"Original equipment manufacturer" means a company that manufactures products that it has designed from purchased components and sells those products under the company's brand name.

"Original manufacturer" means the original component manufacturer, the original equipment manufacturer, or the contract manufacturer.

"Suspect counterfeit electronic part" means an electronic part for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the electronic part is authentic.

(b) Acceptable counterfeit electronic part detection and avoidance system. The Contractor shall establish and maintain an acceptable counterfeit electronic part detection and avoidance system. Failure to maintain an acceptable counterfeit electronic part detection and avoidance system, as defined in this clause, may result in disapproval of the purchasing system by the Contracting Officer and/or withholding of payments and affect the allowability of costs of counterfeit electronic parts or suspect counterfeit electronic parts and cost of rework or corrective action that may be required to remedy the use or inclusion of such parts (see DFARS 231-205-71).

(c) System criteria. A counterfeit electronic part detection and avoidance system shall include risk-based policies and procedures that address, at a minimum, the following areas:

(1) The training of personnel.

(2) The inspection and testing of electronic parts, including criteria for acceptance and rejection. Tests and inspections shall be performed in accordance with accepted Government- and industry-recognized techniques. Selection of tests and inspections shall be based on minimizing risk to the Government. Determination of risk shall be based on the assessed probability of receiving a counterfeit electronic part; the probability that the inspection or test selected will detect a counterfeit electronic part; and the potential negative consequences of a counterfeit electronic part being installed (e.g., human safety, mission success) where such consequences are made known to the Contractor.

(3) Processes to abolish counterfeit parts proliferation.

(4) Processes for maintaining electronic part traceability (e.g., item unique identification) that enable tracking of the supply chain back to the original manufacturer, whether the electronic parts are supplied as discrete electronic parts or are contained in assemblies. This traceability process shall include certification and traceability documentation developed by manufacturers in accordance with Government and industry standards; clear identification of the name and location of supply chain intermediaries from the manufacturer to the direct source of the product for the seller; and, where available, the manufacturer's batch identification for the electronic part(s), such as date codes, lot codes, or serial numbers. If IUID marking is selected as a traceability mechanism, its usage shall comply with the item marking requirements of 252.211-7003, Item Unique Identification and Valuation.

(5) Use of suppliers that are the original manufacturer, or sources with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer or suppliers that obtain parts exclusively from one or more of these sources. When parts are not available from any of these sources, use of suppliers that meet applicable counterfeit detection and avoidance system criteria.

(6) Reporting and quarantining of counterfeit electronic parts and suspect counterfeit electronic parts. Reporting is required to the Contracting Officer and to the Government-Industry Data Exchange Program (GIDEP) when the Contractor becomes aware of, or has reason to suspect that, any electronic part or end item, component, part, or assembly containing electronic parts purchased by the DoD, or purchased by a Contractor for delivery to, or on behalf

of, the DoD, contains counterfeit electronic parts or suspect counterfeit electronic parts. Counterfeit electronic parts and suspect counterfeit electronic parts shall not be returned to the seller or otherwise returned to the supply chain until such time that the parts are determined to be authentic.

(7) Methodologies to identify suspect counterfeit parts and to rapidly determine if a suspect counterfeit part is, in fact, counterfeit.

(8) Design, operation, and maintenance of systems to detect and avoid counterfeit electronic parts and suspect counterfeit electronic parts. The Contractor may elect to use current Government- or industry-recognized standards to meet this requirement.

(9) Flow down of counterfeit detection and avoidance requirements, including applicable system criteria provided herein, to subcontractors at all levels in the supply chain that are responsible for buying or selling electronic parts or assemblies containing electronic parts, or for performing authentication testing.

(10) Process for keeping continually informed of current counterfeiting information and trends, including detection and avoidance techniques contained in appropriate industry standards, and using such information and techniques for continuously upgrading internal processes.

(11) Process for screening GIDEP reports and other credible sources of counterfeiting information to avoid the purchase or use of counterfeit electronic parts.

(12) Control of obsolete electronic parts in order to maximize the availability and use of authentic, originally designed, and qualified electronic parts throughout the product's life cycle.

(d) Government review and evaluation of the Contractor's policies and procedures will be accomplished as part of the evaluation of the Contractor's purchasing system in accordance with 252.244-7001, Contractor Purchasing System Administration--Basic, or Contractor Purchasing System Administration--Alternate I.

(e) The Contractor shall include the substance of this clause, including paragraphs (a) through (e), in subcontracts, including subcontracts for commercial items, for electronic parts or assemblies containing electronic parts.

(End of clause)

#### **FAR 52.204-8 Annual Representations and Certifications (JAN 2017)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ [insert size standard].

(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 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification 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) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

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

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

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

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

(x) 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.

(xi) 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.

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

(xiii) 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.

(xiv) 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.

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

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

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

(xix) 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 \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

(xxiii) 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:

[Contracting Officer check as appropriate.]

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

\_\_\_ (ii) 52.204-20, Predecessor of Offeror.

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

\_\_\_ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair

of Certain Equipment--Certification.

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

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

\_\_\_ (vii) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in 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.

(End of Provision)

#### **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)

#### **Compliance Notice ( ) Responding to 52.209-5 -- Certification Regarding Responsibility Matters (OCT 2015)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

(2) Examples.

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

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

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

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

(ii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

#### **Responding to 52.209-6 -- Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)**

Paragraph (c) of this provision requires a Prime Contractor to inquire of each proposed subcontractor whose subcontract will exceed \$35,000 (other than a subcontractor providing a commercially available off-the-shelf item) whether, as of the time of award of the subcontract, the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by the Federal Government. Responses shall indicate that neither \_\_\_\_\_ nor any of its subsidiaries or affiliated companies is/are suspended or debarred or proposed for the same.

(End of clause)

#### **FAR 52.230-1 Cost Accounting Standards Notices and Certification (May 2012)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

##### **I. Disclosure Statement -- Cost Accounting Practices and Certification**

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR

Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

\* (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed:  
\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

\* (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed:  
\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

\* (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

\* (4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement. Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

\* The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately. Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

\* yes \* no

(End of Provision)

( ) **Alternate I** (Apr 1996). As prescribed in 30.201-3(b), add the following subparagraph (c)(5) to Part I of the basic provision:

( ) (5) Certificate of Disclosure Statement Due Date by Educational Institution. If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

( ) (i) A Disclosure Statement Filing Due Date of \_\_\_\_\_ has been established with the cognizant Federal agency.

( ) (ii) The Disclosure Statement will be submitted within the 6-month period ending \_\_\_\_\_ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed:  
\_\_\_\_\_

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(End of Provision)

**DFARS 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT  
(JUN 2010)**

(a) Definitions. As used in this provision—

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"—

(i) Means—

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means—

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format: Offeror's Point of Contact for Questions about Disclosure

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(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

---

Name and Address of Entity Controlled by a Foreign Government

---

Description of Interest, Ownership Percentage, and Identification of Foreign Government

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(End of clause)

**DFARS 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY ( NOV 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?

(1) (2) (3) (4) (5) (6)

(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.

(End of clause)

#### **DFARS 252.225-7000 BUY AMERICAN ACT—BALANCE OF PAYMENTS PROGRAM CERTIFICATE (NOV 2014)**

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country,"

"qualifying country end product," and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government—

Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(1) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program clause of this solicitation, the offeror certifies that—

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products: Line Item Number Country of Origin

a. The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

Line Item Number Country of Origin (If known)

(End of provision)

#### **DFARS 252.225-7035 BUY AMERICAN—FREE TRADE AGREEMENTS—BALANCE OF PAYMENTS PROGRAM CERTIFICATE (NOV 2014)**

(a) Definitions. "Bahrainian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "foreign end product," "Moroccan end product," "Panamanian end product," "Peruvian end product," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the Buy American— Free

Trade Agreements—Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.



(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American—Free Trade Agreements—Balance of Payments Program clause of this solicitation, the offeror certifies that—

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) end products:

(ii) (Line Item Number) (Country of Origin)

(iii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products:

(Line Item Number) (Country of Origin)

(iv) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of “domestic end product”:

(Line Item Number) (Country of Origin (If known))

(End of provision)

#### **ALTERNATE I (NOV 2014)**

Alternate I. As prescribed in 225.1101(9) and (9)(ii), use the following provision, which uses “Canadian end product” in paragraph (a), rather than the phrases “Bahrainian end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Moroccan end product,” “Panamanian end product,” and “Peruvian end products” in paragraph (a) of the basic provision; uses “Canadian end products” in paragraphs (b)(2) and (c)(2)(i), rather than “Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products” in paragraphs (b)(2) and (c)(2)(ii) of the basic provision; and does not use “Australian or” in paragraph (c)(2)(i):.

(End of clause)

#### **BUY AMERICAN—FREE TRADE AGREEMENTS—BALANCE OF PAYMENTS PROGRAM CERTIFICATE—ALTERNATE I (NOV 2014)**

(a) Definitions. “Canadian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “foreign end product,” “qualifying country end product,” and “United States,” as used in this provision, have the meanings given in the Buy American—Free Trade Agreements—Balance of Payments Program—Alternate I clause of this solicitation.

(b) Evaluation. The Government—

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to the Buy American—Free Trade Agreements—Balance of Payments Program—Alternate I clause of this solicitation, will evaluate offers of qualifying country end products or Canadian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American—Free Trade Agreements—Balance of Payments Program—Alternate I clause of this solicitation, the offeror certifies that—

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Canadian) end products:

(Line Item Number) (Country of Origin)

(ii) The offeror certifies that the following supplies are Canadian end products:

(Line Item Number) (Country of Origin)

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of “domestic end product”:

(Line Item Number) (Country of Origin (If known))  
(End of provision)

#### **DFARS 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it—

(\_\_\_\_) DOES anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(\_\_ \_\_) DOES NOT anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

#### **PRICING INFORMATION (JUN 2005)**

A. Under the requirements of the Federal Acquisition Regulation (FAR), the Contracting Officer is responsible for determining reasonableness of pricing. To assist in determining whether the prices quoted in your offer under subject solicitation are "fair and reasonable," the following information is requested:

1. A copy of the current catalog or established price list for the articles covered by the offer, or information where the established price may be found.

2. A statement that such catalog or established price list:

(a) Is regularly maintained

(b) Is published or otherwise available for inspection by customers.

(c) States the prices at which sales are currently made to a number of buyers.

3. A statement that such articles are commercial items sold in substantial quantities to the general public, at the prices listed in the above-mentioned catalog or established price list.

4. A statement that the price quoted herein including consideration of any discount or rebate arrangement, does not exceed prices charged the offeror's most favored customer for like items in similar quantities under comparable conditions.

(B) The offeror is requested to submit the following pricing information on not less than the three most recent sales of, or pricing quotations for, any of the articles being procured hereunder or articles similar thereto. Where the pricing information furnished is on similar articles, the offeror shall advise that the articles are not identical to the articles required hereunder and shall briefly indicate the differences in such articles. Pricing information furnished should be as current as possible, and, to the extent possible, should be on quantities similar to the quantities required hereunder.

Date of Quantity of Unit Customer Sale Quotation Price Contract No.

(C) In addition, the offeror is requested to advise whether the proposed prices are, or can be, tied-in with production prices under prime contracts or subcontracts by furnishing the dates for previous and anticipated production lot releases and numbers as shown below:

Contract No. Production Lot No. Date Released Date of Anticipated Customer Release

(D) Offerors are further requested to advise the Government buyer if they are in possession of any other Government or commercial solicitation or recent contract, not already set forth above, for any of the articles being procured hereunder.

(E) If cost or pricing data are required under this contract, the submission of the pricing information sought under this clause in no way affects or diminishes the offeror's independent duty to submit accurate, complete, and current cost or pricing data.

(End of provision)

#### **ECONOMIC PURCHASE QUANTITY SUPPLIES FAR 52.207-4 (AUG 1987)**

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

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

If there are significant price breaks at different quantity points, this information is desired as well.

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

(End of provision)

**PROPOSAL DISCLOSURE-COST ACCOUNTING PRACTICE CHANGES FAR 52.230-7 (APR 2005)**

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[ ]Yes[ ]No

If the offeror checked "Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of clause)

**CERTIFICATE OF CURRENT COST OR PRICING DATA**

The contractor agrees that to the extent required by Public Law 87-653, as amended, and the Federal Acquisition Regulation, as amended (including amendments promulgated by Federal Acquisition Circulars, but not yet included in FAR), it shall furnish cost or pricing data, as defined in FAR (including subcontractor and prospective subcontractor cost or pricing data) to the Contracting Officer where the aggregate of the prices inserted on the order exceeds \$750,000.00 and shall furnish for such order a Certificate of Current Cost or Pricing Data in the form set forth below and such subcontractor Certificate of Current Cost or Pricing Data (in substantially the same form as set forth below) for subcontracts and purchase orders in excess of \$750,000.00 as are required to be furnished pursuant to the aforementioned regulation.

**FAR 15.406-2 CERTIFICATE OF CURRENT COST OR PRICING DATA**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_\*\*. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of execution\*\*\* \_\_\_\_\_

\* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

\*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

\*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

(End of certificate)

**FAR 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 [ N/A ] 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 clause)

**DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)**

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for

performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(1) Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Data other than certified cost or pricing data, in accordance with subsection

15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustments under an incentive provision of the contract.

(End of clause)

## **RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS DFARS 252.222-7006**

### **222.7405 Contract clause.**

Use the clause at 252.222-7006, Restrictions on the Use of Mandatory Arbitration Agreements, in all solicitations and contracts (including task or delivery orders and bilateral modifications adding new work) valued in excess of \$1 million utilizing funds appropriated or otherwise made available by the Defense Appropriations Act for Fiscal Year 2010 (Pub. L. 111-118) or subsequent DoD appropriations acts, except in contracts for the acquisition of commercial items, including commercially available off-the-shelf items.

## **RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)**

(a) Definitions. As used in this clause—

“Covered subcontractor” means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.

“Subcontract” means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract thereunder.

(b) The Contractor—

(1) Agrees not to—

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration—

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration—

(A) Any claim under title VII of the Civil Rights Act of 1964; or (B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement 222.7404.

(End of clause)

### **USE OF GOVERNMENT PROPERTY IN OFFEROR'S POSSESSION (JAN 1992)**

If the offeror intends to use in the performance of the work required hereunder any government-owned facilities, special test equipment, or special tooling, the offeror shall so advise in its response and shall include in such response the value of such property, the number of the contract(s) under which such property was acquired, the rental provisions of such contract(s) and such other information as may be relevant. In addition to the above, the offeror shall include in its proposal, the written concurrence of its proposed use of the property from the contracting officer having cognizance of such property.

(End of clause)

### **FACILITIES (JAN 1992)**

(a) The contractor is authorized to use in the performance of this contract on a no-charge-for-use basis the facilities under Facilities Contract Number \_\_\_\_\_ subject to the terms and conditions of such facilities contract.

(b) The contractor warrants that the prices inserted in each order hereunder will not include any factor for the rental of such facilities or for the depreciation or amortization of such facilities.

(c) If the said facilities are withdrawn from the contractor by the Government, or if permission to use on a no-charge-for-use basis is withdrawn from the contractor at any time prior to or during the furnishing by the contractor of the supplies called for in orders hereunder, the price and delivery schedule therein stated shall be equitably adjusted and shall be evidenced by a Supplemental Agreement thereto. Failure to agree upon such equitable adjustment in price and delivery shall constitute a dispute covering a question of fact within the meaning of the clause of the contract entitled "Disputes".

(d) The Contracting Officer hereby determines that the use of Government furnished facilities on a no-charge-for-use basis hereby authorized meets the requirements of the Federal Acquisition Regulation.

(End of clause)

### **NOTICE TO OFFERORS - ALTERNATIVES TO MILITARY SPECIFICATIONS AND STANDARDS (MAY 2001) (Applicable at or above \$150K)**

The Department of Defense is committed to minimizing the incorporation of military specifications and standards and outdated federal and commercial documents in contracts, and is seeking to use alternative, tailored, or updated nongovernment specifications and standards to the maximum extent practicable to satisfy its requirements. Offerors are encouraged to identify and propose alternatives to those military, federal or commercial specifications and standards, which are incorporated in this solicitation. Such alternatives will be considered by the Government during the source selection.

(End of clause)

### **RESIDUAL MATERIAL FROM MINIMUM BUYS (AUG 2000)**

The contractor is hereby authorized to store in his Government Bonded Area, excess material acquired when minimum buys are necessitated in support of orders against the BOA. This material will be utilized to fulfill requirements of future orders against the BOA and will be under the control of the ACO. Material will be transferred upon the expiration of this BOA to a follow on BOA, or disposition instructions will be requested in lieu thereof.

(End of clause)

### **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)

### **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)

**52.216-24 Limitation of Government Liability (Apr 1984)**

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \_\_\_\_\_ dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \_\_\_\_\_ dollars.

(End of clause)

(End of Document)