

# TDSI International Supplier Pack

**Complete these forms as part of your yearly renewal. If you are currently, registered in SAM you do not need to complete item #3.**

## Forms

- 1. Vendor Data Registration (OT23-009)**
  - 2. Supplier Assertion of Commerciality (OT23-011)**
  - 3. TDSI International Reps & Certs (complete only if you are not registered in SAM.GOV)**
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**Supplier Data Form (OT23-009)**

**Procurement Information:**

Supplier: \_\_\_\_\_ Remit to (if different): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Cage Code (U.S. Owned): \_\_\_\_\_

Is your company a division of a parent company?      Yes      No

If yes, name of parent: \_\_\_\_\_ Country of Ownership: \_\_\_\_\_

Approx. Number of employees:      Approx. Number of Production employees:      Approx. Number of QA employees: \_\_\_\_\_

Approximate annual revenue: \_\_\_\_\_ Beginning of your fiscal year? \_\_\_\_\_

NAICS code(s) (U.S. Owned): \_\_\_\_\_

System Award Management (SAM) Registration Active:      Yes      No

NIST Questionnaire completed in SPRS (252.204-7020):      Yes      No      Provide a promise date \_\_\_\_\_

Does the Supplier have an approved accounting system by Defense Contracting Audit Agency (DCAA)?      Yes      No

How did you learn about Thales Defense & Security Inc.?

**Business Size (check all that apply)**

<input type="checkbox"/> Large	<input type="checkbox"/> Veteran-Owned Small Business
<input type="checkbox"/> Small	<input type="checkbox"/> Service Disabled Veteran-Owned
<input type="checkbox"/> SB Small Disadvantaged (SBA Certified)	<input type="checkbox"/> Woman Owned
<input type="checkbox"/> HUB Zone (SBA Certified)	<input type="checkbox"/> 8(a) Status
<input type="checkbox"/> Historically Black College/University or Minority Institution	<input type="checkbox"/> Alaska Native Corp. (ANC)
<input type="checkbox"/> Foreign Firms	<input type="checkbox"/> N/A

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OT23-009, Supplier Data Form, Rev. 14; Date: 03/12/2024

**Quality Assurance Information**

Are you a Manufacturer? Yes No

If yes, list locations(s) of manufacturing facilities:

Will you be building to a TDSI Source Control Drawing (SCD) or other drawing? Yes No

Total Square Footage and Amount Allocated to Production:

Number of Shifts:

Familiarity with and % of products covered by Automotive Industry PPAPs:

Major Capital Expenditures over last 12 months and planned for next 12 months:

Updated Equipment and capability listing:

Union status and when contract with any union is due to expire/renew:

Strikes or walk-offs, if any in last 10 years:

Supplier commitments to adhere to Quality Assurance Provisions A, B, E, F, G, Z, AJ, AV as defined at: <https://www.thalesdsi.com/qa/>

Are you an authorized franchised distributor? Yes No

If yes, what OCMs are you an OCM authorized franchised distributor? You may include an attachment if necessary.

List the manufacturing locations (City and Country):

Do you repackage or provide Value Added Service? Yes No

Quality, Environmental, and Safety Management Systems (check those registered to & provide certificates for each):

ISO9001 AS9100 ISO 14001 Other (Specify):

QA Mgr. Name: Phone: E-Mail:

Terms:

FOB Point:

Are you a Service Provider? Yes No

If Yes, list available services:

Are you a Consultant? Yes No

Areas of Expertise:

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## Finance Information

Accounts Payable Point of Contact Email Address:

Accounts Payable Phone Number: IRS W-9(1099) Provided: Yes No/NA

Payment Terms: Wire Transfer Account Number:

## NON-DISCLOSURE TERMS

As a Vendor to Thales Defense & Security, Inc. (TDSI), the Parties may exchange proprietary and/or confidential Information (PI) including, but not limited to, inventions (whether or not patentable or reduced to practice), trade secrets, techniques, processes, procedures, test criteria, concepts and designs (including without limitation sketches, drawings and models), know-how, algorithms and models, computer software (whether in source or object code form), Interface Control Documents (ICDs) and documentation related thereto, research, experimental and development work and results therefrom, design details and specifications, technical data, customer information, plant tour and business or financial information, including without limitation information related to future business plans, customer solicitations, and initiatives, sources of material and supply and other sensitive business information. Sharing PI may occur pre-award or post-award of a Purchase Order from TDSI. PI shall only be used for purposes related to performance under a resultant Purchase Order. Neither Party shall reproduce, disseminate or disclose PI except in connection with performance of any resultant Purchase Order and only with prior approval of the Party whose PI is being used. Obligations to protect PI continue in perpetuity or shall expire in accordance with the terms of the associated, or resultant, Purchase Order. Each Purchase Order shall contain, as part of its Terms and Conditions, nondisclosure language, including obligations of the Parties, specific to that Order. By becoming a Vendor/Supplier to TDSI, you agree to protect all TDSI Information in accordance with the terms of this form.

**I certify that the above information is correct to the best of my knowledge & agree with the Non-Disclosure terms.**

Name: Signature: Date:

Title:

**Penalties for Misrepresentation** of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of

a goal contained in the Contractor's subcontracting plan. FAR 52.219-9(e)(5) penalties include: 1. **Suspension or debarment;** 2. **Civil Penalties;** and 3. **Criminal Penalties**

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### THALES USE FOR NEW VENDORS SET UP ONLY

Finance PoC Reviewer Name: Date:

Engineering PoC Reviewer Name Date:

Supplier Group: Commodity: Business Unit:

D&B Report: Yes No SAM Report Attached Date:

Procurement Manager (Approver): Date:

Procurement Quality Engineer (Approver): Date:

Comments:

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Supplier Name:

## SUPPLIER ASSERTION OF COMMERCIALITY

(Reference: FAR 2.101 Definitions)

## Instructions

- If providing Items (products) complete Pages 1-2 and sign this form, use the “Additional page” if needed.
- If providing Services skip to category (5) Commercial Service
- Suppliers that provide only COTS are exempt from completing this form
- Provide Catalogs, brochures and other literature if appropriate

Part/Service Number	Description

*If additional space is needed please use the last page of this form.*

Category: (1) Commercial Product/Item		
<p><b>Definition.</b> A product, other than real property, that is of a type customarily used by the general public or by nongovernmental entities for purposes other than governmental purposes.</p> <p>For example Commercial Item Automatic Direction Finder Antenna (ADF) the version of this antenna used on Blackhawk helicopters is of a size and shape not used by other helicopters however there are several vendors that do sell ADF antennas in <u>substantial quantities for the same purpose</u>. After comparing these it was determined the ADF antenna is commercial even though the exact same antenna is not sold to other than the USG.</p>		
<p><b>Question 1</b></p> <p>Has been sold, leased, or licensed to the general public; or Has been offered for sale, lease, or license to the general public.</p>	<input type="checkbox"/>       <input type="checkbox"/>	<p>Yes</p>       <p>No</p>

Category: (2) Commercial Evolved
<p><b>Definition.</b> A product that evolved from a product described in category (1) of this definition through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation.</p>
<p>Examples of a Product that has evolved are: Software (Word 2013, Word 2016, etc.) this product has evolved due to technology improvements onto a next version, it is available to any industry other than the USG (general public), other examples are: heavy trucks, construction vehicles, surveillance systems, integrated circuits, battery cells, Personal Protective Equipment (PPE). Key words: upgrade, new version.</p>

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<b>Question 2</b> Did this item evolved from a Commercial item due to improvements in technology? If Yes, Will it be offered in the commercial market before it is delivered under your contract?	<input type="checkbox"/> Yes  <input type="checkbox"/> No
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<b>Category: (3) Commercial with Modifications</b>	
<b>Definition.</b> A product that would satisfy a criterion expressed in paragraph (1) or (2) of this definition, except for–  (i) Modifications of a type customarily available in the commercial marketplace; or  (ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. “Minor modifications” means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor.	
<b>Questions 3</b> (i) Does the proposed item meet the criteria for Commercial or Commercial Evolved but include modifications?  If Yes,  (ii) Does the item(s) have modifications available in the commercial market? Are these modifications minor “of a type” and not customarily available in the commercial market?  Note: Do you perform similar modifications for non-Government customers? Remember a minor modification will not impact the commercial nature of the product.	<input type="checkbox"/> Yes  <input type="checkbox"/> No go to question 4  <input type="checkbox"/> Yes

<b>Commerciality checkpoint</b>	<b>Question 4</b> Any combination of products meeting the requirements of paragraph (1) Commercial , (2) Commercial Evolved, or (3) Commercial with Modifications of this definition that are of a type customarily combined and sold in combination to the general public.	<input type="checkbox"/> Yes  <input type="checkbox"/> No
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<b>(5) Category Commercial Service</b>	
<b>Definition.</b> Installation services, maintenance services, repair services, training services, and other services if–  (i) Such services are procured for support of a commercial product as defined in this section, regardless of whether such services are provided by the same source or at the same time as the commercial product; and  (ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;  Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed or specific outcomes to be achieved and under standard commercial terms and conditions.	
<b>Question 5</b>	<input type="checkbox"/> Yes

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<p>Are the Services for support of a product that meets the requirements of (1) Commercial (2) Commercial Evolved, (3) Commercial with Modifications or (4) A combination of (1), (2), (3) or (4)? Do you provide similar services to the general public under similar Terms and Conditions to those offered to the Government?</p> <p>Yes answering Yes to both questions check on the "Yes" box, if one of your answers is not then check on "No"</p>		<input type="checkbox"/>	No
Commerciality checkpoint (6)	<p><b>Question 6</b></p> <p>Do you provide services "of a type" (similar to a commercial service) in substantial quantities in the commercial market based on established catalog or market prices? Are these services provided under Standard Terms and Conditions?</p>	<input type="checkbox"/>  <input type="checkbox"/>	Yes  No
Commerciality checkpoint (7)	<p><b>Question 7</b></p> <p>Does the item or service meet the criteria (1) thru (6), Are these services transferred between your divisions internally?</p>	<input type="checkbox"/>  <input type="checkbox"/>	Yes  No

Category: (8) Non Developmental Item		
<p><b>Definition.</b> A non-developmental item (NDI). 1) NDI are products that were developed exclusively for governmental purposes by a Federal Agency, a State and Local Governments or a foreign government that has a mutual defense cooperation agreement. 2) This item could be a modified commercial product. 3) Other product that does not meet requirements 1) and 2) because it is not yet in use.</p> <p>Example: mechanical dereefer (mechanism for releasing Parachute reefing lines) developed and used first by the US Army later sold to the Canadian Army.</p>		
<p><b>Question 8</b></p> <p>Was this item (product) was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local governments?</p>	<input type="checkbox"/>  <input type="checkbox"/>	Yes  No

Please attach any supportive documentation (notes, brochures, literature, etc.).

Name & Title:

(Authorized Representative)

Date:

Additional Page

Add notes here if needed.

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[illegible]



**ANNUAL INTERNATIONAL  
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS  
FOR INTERNATIONAL SUBCONTRACTORS**

*Usage: For All International Subcontracts (for use with a company incorporated outside the U.S. or U.S. possessions & territories)*

Certain representations and certifications must be made by the Offeror and must be submitted as appropriate. The signature by an authorized agent of the Offeror on the last page of this document constitutes the execution of all applicable representations and certifications.

**Please complete the following:**

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Offeror Name	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> DUNS
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Address	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Federal Tax ID Number
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Cage
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> City/State/Zip	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Email
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Country	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Proposal/Contract Number

**Type of Business Organization**

The offeror or respondent, by checking the applicable box, represents that - The offeror or respondent is a foreign entity, and operates as ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in (country) \_\_\_\_\_.

**52.203-2 Certificate of Independent Price Determination (Apr 1985)**

A. The Offeror certifies that:

1. The prices contained in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (1) those prices, (2) the intention to submit an offer, or (3) the methods or factors used to calculate the prices offered;
2. The prices contained in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or subcontract award (in the case of a negotiated solicitation) unless otherwise required by law; and

3. No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

B. Each signature on the offer is considered to be certification by the signatory that the signatory:

1. Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signature has not participated and will not participate in any action contrary to subparagraphs (A)(1) through (A)(3) above; or
2. a. Has been authorized in writing to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to subparagraphs (A)(1) through (A)(3) above.

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[Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal and the title of his or her position in the Offeror organization.]

- b. As an authorized agent, does certify that the principals named in paragraph B.2.(a) above have not participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above; and

- C. As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (A) (1) through (A) (3) above.

C. If the Offeror deletes or modifies paragraph (A) (2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**52.203-11      Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007) (Applicable Over \$150,000)**

A. The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

B. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract;

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2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to TDSI and
  3. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.
- C. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

### 52.204-3 Taxpayer Identification (Oct 1998)

#### (a) Definitions.

*Common parent*, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

*Taxpayer Identification Number (TIN)*, as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of [31 U.S.C.7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C.6041](#), 6041 A, and 6050 M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) [4.904](#), the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C.7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

#### (d) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

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Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other \_\_\_\_\_.

(f) *Common parent.*

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

### **52.204-17 Ownership or Control of Offeror (Aug 2020)**

(a) Definitions. As used in this provision—

*Commercial and Government Entity (CAGE) code* means—

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

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

*Immediate owner* means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking

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management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

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

Immediate owner CAGE code: \_\_\_\_\_

Immediate owner legal name: \_\_\_\_\_

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

Is the immediate owner owned or controlled by another entity? ☐ Yes or ☐ No.

(d) If the Offeror indicates "yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_

Highest-level owner legal name: \_\_\_\_\_

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

**52.204-20 Predecessor of Offeror (Aug 2020)**

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

*Commercial and Government Entity (CAGE) code* means—

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

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

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

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

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

Predecessor CAGE code: \_\_\_\_\_(or mark "Unknown").

Predecessor legal name: \_\_\_\_\_.

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

**52.204-26 Covered Telecommunications Equipment or Services Representation (October 2020)**

**(c)**

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

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

**52.209-5 Certification Regarding Responsibility Matters (Aug 2020)**

(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);

(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;

(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(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 non responsible.

- (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)

**52.209-7      Information Regarding Responsibility Matters (Oct 2018)**

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

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

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

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

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

- (b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
  - (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:



- (i) In a criminal proceeding, a conviction.
  - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
  - (iii) In an administrative proceeding, a finding of fault and liability that results in—
    - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
    - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
  - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

### **52.212-3      Offeror Representations and Certifications-Commercial Items (Nov 2023)**

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

(a) Definitions. As used in this provision—

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

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Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;

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- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended. "Sensitive technology"—  
Sensitive technology—
  - (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
    - (i) To restrict the free flow of unbiased information in Iran; or
    - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
  - (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

### Service-disabled veteran-owned small business concern—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

### Small business concern—

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.
- (2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

### Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that—

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

- (ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation

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

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

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

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

Women-owned small business concern means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

- (b) (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.
- (2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not a small business concern; or

(ii) It ☐ is, ☐ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [ The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.]

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

(3) Service-disabled veteran-owned small business concern. [ Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not a service-disabled veteran-owned small business concern; or

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

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

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

(6) WOSB joint venture eligible under the WOSB Program. The offeror represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [ The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.]

(7) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [ The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.]

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

- (8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.
- (9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_
- (10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—
- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and
- (ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.
- (d) Representations required to implement provisions of Executive Order 11246- (1) Previous contracts and compliance. The offeror represents that—
- (i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It ☐ has, ☐ has not filed all required compliance reports.
- (2) Affirmative Action Compliance. The offeror represents that—
- (i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

- (1) (i) The Offeror certifies that each end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component, except those listed in paragraph (f)(2) of this provision, is a domestic end product.
- (ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".
- (iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).
- (iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

### (2) Foreign End Products:

Line Item No	Country Of Origin	Exceeds 55% domestic content (yes/no)

[List as necessary]

### (3) Domestic end products containing a critical component:

Line Item No. \_\_\_\_

[List as necessary]

### (4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

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

(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United

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States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No	Country Of Origin

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No	Country Of Origin	Exceeds 55% domestic content (yes/no)

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. \_\_\_\_

[List as necessary]

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



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(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Israeli End Products:

Line Item No.

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahraini, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No	Country Of Origin

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

### Other End Products:

Line Item No	Country Of Origin

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals–

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

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

- (ii) *Examples.*

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

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

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

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

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*  
*[The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]*

(1) *Listed end products.*

Listed End Product	Listed Countries Of Origin

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) *The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.*

☐ (ii) *The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.*

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(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) *Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4](#)(c)(1).*  
The offeror ☐ does ☐ does not certify that-

- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) *Certain services as described in FAR [22.1003-4](#)(d)(1).* The offeror ☐ does ☐ does not certify that-

- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

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(3) If paragraph (k)(1) or (k)(2) of this clause applies—

- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ( [26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ( [31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

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- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR1.6049-4;
- ☐ Other \_\_\_\_\_.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;

- ☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.* (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation.* The Offeror represents that—

- (i) It ☐ is, ☐ is not an inverted domestic corporation; and
- (ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

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- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2\(a\)\(2\)](#) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

- (i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

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

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

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

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(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

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

- (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

- (i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

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

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

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

Predecessor legal name:\_\_\_\_\_.

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

(s) [Reserved].



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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

- (ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.
- (iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

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

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

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

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

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

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

(2) The Offeror represents that—

- (i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
- (ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

*Alternate I* (Oct 2014). As prescribed in [12.301](#) (b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

### **52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Products and Commercial Services. (Dec 2023)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015

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(Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

- (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
  - (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
  - (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
  - (5) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( [31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).
  - (6) [52.233-3](#), Protest After Award (Aug 1996) ( [31 U.S.C. 3553](#)).
  - (7) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ( [19 U.S.C. 3805 note](#))).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

- (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) ( [41 U.S.C. 4704](#) and [10 U.S.C. 4655](#)).
- (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ( [41 U.S.C. 3509](#))).
- (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ( [41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR [3.900](#)(a).
- (5) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](#)).
- (6) [Reserved].
- (7) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (9) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- (10) [52.204-28](#), Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) ( [Pub. L. 115-390](#), title II).
- (11) (i) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ( [Pub. L. 115-390](#), title II).
- (ii) *Alternate I* (Dec 2023) of [52.204-30](#).
- (12) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ( [31 U.S.C. 6101 note](#)).
- (13) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ( [41 U.S.C. 2313](#)).
- (14) [Reserved].

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- (15) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ( [15 U.S.C. 657a](#)).
- (16) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ( [15 U.S.C. 657a](#)).
- (17) [Reserved]
- (18) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ( [15 U.S.C. 644](#)).
- (ii) Alternate I (Mar 2020) of [52.219-6](#).
- (19) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ( [15 U.S.C. 644](#)).
- (ii) Alternate I (Mar 2020) of [52.219-7](#).
- (20) [52.219-8](#), Utilization of Small Business Concerns (Sep 2023) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- (21) (i) [52.219-9](#), Small Business Subcontracting Plan (Sep 2023) ( [15 U.S.C. 637\(d\)\(4\)](#)).
- (ii) Alternate I (Nov 2016) of [52.219-9](#).
- (iii) Alternate II (Nov 2016) of [52.219-9](#).
- (iv) Alternate III (Jun 2020) of [52.219-9](#).
- (v) Alternate IV (Sep 2023) of [52.219-9](#).
- (22) (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ( [15 U.S.C. 644\(r\)](#)).
- (ii) Alternate I (Mar 2020) of [52.219-13](#).
- (23) [52.219-14](#), Limitations on Subcontracting (Oct 2022) ( [15 U.S.C. 637s](#)).
- (24) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) ( [15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (25) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) ( [15 U.S.C. 657f](#)).
- (26) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Sep 2023)( [15 U.S.C. 632\(a\)\(2\)](#)).
- (ii) Alternate I (Mar 2020) of [52.219-28](#).
- (27) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) ( [15 U.S.C. 637\(m\)](#)).
- (28) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) ( [15 U.S.C. 637\(m\)](#)).
- (29) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ( [15 U.S.C. 644\(r\)](#)).
- (30) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ( [15 U.S.C. 637\(a\)\(17\)](#)).
- (31) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- (32) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Nov 2023) .
- (33) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (34) (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- (ii) Alternate I (Feb 1999) of [52.222-26](#).
- (35) (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).
- (ii) Alternate I (Jul 2014) of [52.222-35](#).
- (36) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ( [29 U.S.C. 793](#)).
- (ii) Alternate I (Jul 2014) of [52.222-36](#).
- (37) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).
- (38) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (39) (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ( [22 U.S.C. chapter 78](#) and E.O. 13627).
- (ii) Alternate I (Mar 2015) of [52.222-50](#) ( [22 U.S.C. chapter 78](#) and E.O. 13627).

- (40) [52.222-54](#), Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)
- (41) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( [42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of [52.223-9](#) ( [42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (42) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (43) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (44) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Oct 2015) of [52.223-13](#).
- (45) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of [52.223-14](#).
- (46) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ( [42 U.S.C. 8259b](#)).
- (47) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of [52.223-16](#).
- (48) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- (49) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
- (50) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).
- (51) (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- (ii) Alternate I (Jan 2017) of [52.224-3](#).
- (52) (i) [52.225-1](#), Buy American-Supplies (Oct 2022) ( [41 U.S.C. chapter 83](#)).
- (ii) Alternate I (Oct 2022) of [52.225-1](#).
- (53) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) ( [19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I [Reserved].
- (iii) Alternate II (Dec 2022) of [52.225-3](#).
- (iv) Alternate III (NOV 2023) of [52.225-3](#).
- (v) Alternate IV (Oct 2022) of [52.225-3](#).
- (54) [52.225-5](#), Trade Agreements (NOV 2023) ( [19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- (55) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (56) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (57) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ( [42 U.S.C. 5150](#)).
- (58) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ( [42 U.S.C. 5150](#)).
- (59) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).

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- (60) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- (61) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- (62) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ( [31 U.S.C. 3332](#)).
- (63) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ( [31 U.S.C. 3332](#)).
- (64) [52.232-36](#), Payment by Third Party (May 2014) ( [31 U.S.C. 3332](#)).
- (65) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ( [5 U.S.C. 552a](#)).
- (66) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ( [15 U.S.C. 637\(d\)\(13\)](#)).
- (67) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).
- (ii) Alternate I (Apr 2003) of [52.247-64](#).
- (iii) Alternate II (Nov 2021) of [52.247-64](#).

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

[Contracting Officer check as appropriate.]

- (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ( [41 U.S.C. chapter 67](#)).
- (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ( [29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ( [29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( [29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( [41 U.S.C. chapter 67](#)).
- (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ( [41 U.S.C. chapter 67](#)).
- (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( [42 U.S.C. 1792](#)).

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

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract.



If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
  - (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ( [41 U.S.C. 3509](#)).
  - (ii) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ( [41 U.S.C. 4712](#)).
  - (iii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
  - (iv) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by KasperskyLab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
  - (v) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
  - (vi) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
  - (vii) (A) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ( [Pub. L. 115-390](#), title II).
  - (B) Alternate I (Dec 2023) of [52.204-30](#).
  - (viii) [52.219-8](#), Utilization of Small Business Concerns (Sep 2023) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
  - (ix) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
  - (x) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O.11246).
  - (xi) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).
  - (xii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ( [29 U.S.C. 793](#)).
  - (xiii) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).
  - (xiv) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
  - (xv) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ( [41 U.S.C. chapter 67](#)).
  - (xvi)
    - (A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ( [22 U.S.C. chapter 78](#) and E.O 13627).
    - (B) Alternate I (Mar 2015) of [52.222-50](#) ( [22 U.S.C. chapter 78](#) and [E.O. 13627](#)).

- (xvii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( [41 U.S.C. chapter 67](#)).
- (xviii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ( [41 U.S.C. chapter 67](#)).
- (xix) [52.222-54](#), Employment Eligibility Verification (May 2022) (E.O. 12989).
- (xx) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (xxi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (xxii)
- (A) [52.224-3](#), Privacy Training (Jan 2017) ( [5 U.S.C. 552a](#)).
- (B) Alternate I (Jan 2017) of [52.224-3](#).
- (xxiii) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxiv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( [42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xxv) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( [31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).
- (xxvi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

*Alternate I* (Feb 2000). As prescribed in [12.301](#) (b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

*Alternate II* (Dec 2023). As prescribed in [12.301](#) (b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

- (d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 ( [5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have access to and right to—
- (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
- (ii) Interview any officer or employee regarding such transactions.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—
- (i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and
- (ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
- (A) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ( [41 U.S.C. 3509](#)).



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- (B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).
- (C) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ( [41 U.S.C. 4712](#)).
- (D) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
- (E) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Eov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (F) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- (G) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders— Prohibition. (DEC 2023) ( [Pub. L. 115-390](#), title II).
- (H) [52.219-8](#), Utilization of Small Business Concerns (Sep 2023) ( [15 U.S.C. 637\(d\)\(2\) and \(3\)](#)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (I) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (J) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O. 11246).
- (K) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).
- (L) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ( [29 U.S.C. 793](#)).
- (M) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (N) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ( [41 U.S.C. chapter 67](#)).
- (O) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ( [22 U.S.C. chapter 78](#) and E.O. 13627).
- (P) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( [41 U.S.C. chapter 67](#)).
- (Q) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ( [41 U.S.C. chapter 67](#)).
- (R) [52.222-54](#), Employment Eligibility Verification (May 2022) (Executive Order 12989).
- (S) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (T) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (U) [52.224-3](#), Privacy Training (Jan 2017) ( [5 U.S.C. 552a](#)).
- (V) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (W) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations. (Jun 2020) ( [42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (X) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ( [31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).
- (Y) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

**52.215-6 Place of Performance (Oct 1997)**

A. The Offeror, during the performance of any subcontract resulting from this solicitation, [ ] intends, [ ] does not intend, to use one or more plants or facilities located at a different address from the address of the Offeror as indicated in this proposal or quotation.

B. If the Offeror checked "intends" in paragraph (A) above, it shall complete the following information:

Place of Performance (Street Address, City,	Name and Address of Owner and Operator of the County, State,
Zip)	Plant or Facility if Other than Offeror

_____	_____
_____	_____
_____	_____

**52.222-22 Previous Contracts and Compliance Reports (Feb 1999)**

The offeror represents that (1) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; (2) It [ ] has, [ ] has not filed all required compliance reports; and (3) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**52.222-25 Affirmative Action Compliance (Apr 1984)**

The Offeror represents that (1) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2) or (2) it [ ] has not previously had contracts/subcontracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**52.225-2 Buy American Act Certificate (Oct 2022)**

(a) (1) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c) of this provision contains a critical component.

(2) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(3) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR [25.105](#)).

(b) Foreign End Products:

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The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," and "foreign end product" are defined in the clause of this solicitation entitled "Buy American-Supplies."

Line Item No	Country Of Origin	Exceeds 55% domestic content (yes/no)

*[List as necessary]*

(c) Domestic end products containing a critical component:

Line Item No. \_\_\_\_

*[List as necessary]*

(d) The Government will evaluate offers in accordance with the policies and procedures of [part 25](#) of the Federal Acquisition Regulation

(End of provision)

### **52.225-4 Buy American Act – Free Trade Agreements – Israeli Trade Act – Certificate (Nov 2023)**

As prescribed in 25.1101 (b)(2)(i), insert the following provision:

(a) (1) The Offeror certifies that each end product, except those listed in paragraph (b) or (c)(1) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(2) of this provision contains a critical component.

(2) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(b) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No	Country Of Origin

[List as necessary]

(c) (1) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No	Country Of Origin	Exceeds 55% domestic content (yes/no)

[List as necessary]

(2) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR [25.105](#)).

Line Item No. \_\_\_\_

[List as necessary]

(d) The Government will evaluate offers in accordance with the policies and procedures of [part 25](#) of the Federal Acquisition Regulation.

(End of provision)

*Alternate I* [Reserved]

*Alternate II* (Dec 2022). As prescribed in [25.1101](#) (b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act—Balance of Payments Program":

Israeli End Products:

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Line Item No. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(List as necessary)

*Alternate III* (Nov 2023) . As prescribed in [25.1101](#) (b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (other than Bahraini, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No	Country Of Origin

[List as necessary]

**52.225-20      Prohibition on Conducting Restricted Business Operations in Sudan-Certification (Aug 2009)**

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

*Business operations* means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

*Marginalized populations of Sudan* means-

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) ([50 U.S.C. 1701 note](#)); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

*Restricted business operations* means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

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(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

### **52.225-25      Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications (Jun 2020)**

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

*Person—*

(1) Means—

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

*Sensitive technology-*

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

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with Federal Acquisition Regulation (FAR) [25.703-4](#), by submission of its offer, the offeror—

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(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2](#)(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(d) *Exception for trade agreements.* The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if-

(1) This solicitation includes a trade agreements notice or certification (e.g., [52.225-4](#), [52.225-6](#), [52.225-12](#), [52.225-24](#), or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

### **Use of Government Property**

Complete the following statement(s) as applicable:

A. The offeror and/or its suppliers ☐ will, ☐ will not use government property in performance of work under the proposed contract.

B. The offeror certifies that to the best of its knowledge this proposed subcontract ☐ does, ☐ does not involve the acquisition of Government property, the disposal of which may be restricted by patent or other rights.

### **Accounting System**

Has the offeror's accounting system been reviewed and deemed adequate as to the collection of costs?

☐ Yes

☐ No

Date of review: \_\_\_\_/\_\_\_\_/\_\_\_\_

Reviewing agency: \_\_\_\_\_

Report No. \_\_\_\_\_

### **Government Property System**

The offeror certifies that its Government Property System [ ] has, [ ] has not been approved by the U.S. Government. In accordance with FAR Part 45, if approved, state the approving agency's name and date of last approval. If approval has not been obtained, please explain below:

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### **Purchasing System**

The offeror certifies that its purchasing system [ ] has, [ ] has not been approved by the U.S. Government in accordance with FAR Part 44. If approved, state the reviewing agency's name and date of last approval. If approval has not been obtained, please explain below:

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### **FAR 52.204-10      **Reporting of Executive Compensation -June 2020****

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

*Executive* means officers, managing partners, or any other employees in management positions.

*First-tier subcontract* means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

*Month of award* means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

*Total compensation* means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.



- (3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - (4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
  - (5) *Above-market earnings on deferred compensation which is not tax-qualified.*
  - (6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- (b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.
- (c) Nothing in this clause requires the disclosure of classified information
- (d) (1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) (Federal Acquisition Regulation (FAR) provision [52.204-7](#)), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if–
- (i) In the Contractor’s preceding fiscal year, the Contractor received–
    - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
    - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
  - (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- (2) *First-tier subcontract information.* Unless otherwise directed by the Contracting Officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract valued at or above the threshold specified in FAR [4.1403\(a\)](#) on the date of subcontract award, the Contractor shall report the following information at <http://www.fsrs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

- (i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
  - (ii) Name of the subcontractor.
  - (iii) Amount of the subcontract award.
  - (iv) Date of the subcontract award.
  - (v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
  - (vi) Subcontract number (the subcontract number assigned by the Contractor).
  - (vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
  - (viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
  - (ix) The prime contract number, and order number if applicable.
  - (x) Awarding agency name and code.
  - (xi) Funding agency name and code.
  - (xii) Government contracting office code.
  - (xiii) Treasury account symbol (TAS) as reported in FPDS.
  - (xiv) The applicable North American Industry Classification System code (NAICS).
- (3) Executive compensation of the first-tier subcontractor. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract valued at or above the threshold specified in FAR [4.1403\(a\)](#) on the date of subcontract award, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsrc.gov>, if-
- (i) In the subcontractor's preceding fiscal year, the subcontractor received-
    - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

- (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
- (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- (e) The Contractor shall not split or break down first-tier subcontract awards to a value below the threshold specified in FAR [4.1403\(a\)](#), on the date of subcontract award, to avoid the reporting requirements in paragraph (d) of this clause.
- (f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.
- (g) (1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.
- (2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.
- (h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from SAM and the FPDS database. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM information is incorrect, the contractor is responsible for correcting this information.

(End of clause)

**THE UNDERSIGNED OFFEROR CERTIFIES THAT THE INFORMATION CONTAINED WITHIN THIS DOCUMENT IS TRUE AND ACCURATE TO THE BEST OF ITS KNOWLEDGE.**

**BY THE EXECUTION OF THIS DOCUMENT, THE UNDERSIGNED OFFEROR AGREES TO PROVIDE IMMEDIATE WRITTEN NOTICE TO TDSI and IF, AT ANY TIME DURING THE EFFECTIVE PERIOD OF THIS DOCUMENT, THE UNDERSIGNED OFFEROR LEARNS THAT THIS DOCUMENT WAS ERRONEOUS WHEN SUBMITTED OR HAS BECOME ERRONEOUS BY REASON OF CHANGED CIRCUMSTANCES.**

**\*\*\*THE EFFECTIVE PERIOD OF THIS DOCUMENT IS ONE YEAR FROM THE DATE OF EXECUTION OR THROUGH DECEMBER 31<sup>ST</sup> OF THE SAME YEAR.**

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Signature

Printed Name of Signatory

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Title of Signatory

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Date

\* Not applicable to subcontracts where the work is performed outside of the United States by employees who were not recruited within the United States.

\*\* Applicable to subcontracts for the acquisition of supplies or for services involving the furnishing of supplies for use within the United States.

\*\*\*Annual certifications will be renewed during the last quarter of the year and will be effective beginning January 1 through December 31 of the next year. For certifications obtained during the year, the certification is considered effective from the date of execution to December 31 of the same year. The effective period of certifications will not exceed one year.