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

NAME OF OFFEROR (Firm or Organization) Click or tap here to enter text.

OFFEROR DUNS NUMBER Click or tap here to enter text.

Proposal Title Click or tap here to enter text.

Proposal Number and/or Date Click or tap here to enter text.

The above referenced proposal was submitted in response to: (select one)

     ONR Long Range Broad Agency Announcement (BAA) N00014-25-S-B001 for Navy and Marine Corps Science and Technology published in SAM.Gov Contract Opportunities on 01 October 2025, as amended

     Other BAA/Solicitation/Announcement (list solicitation no., title, and data of issuance):

# FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MARCH 2025) (DEVIATION 2025-O0003)

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

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

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition—

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

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

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

(b)

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

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

(i) □ Paragraph (d) applies.

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

(c)

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

(vii) **52.209-2**, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

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

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

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

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

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

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

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

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

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

(xiv) **[Reserved]**

(xv) **[Reserved]**

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

(xvii) **52.223-1**, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at **52.223-2**, Reporting of Biobased Products Under Service and Construction Contracts.

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

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

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

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

(A) If the acquisition value is less than $50,000, the basic provision applies.

(B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.

(C) If the acquisition value is $100,000 or more but is less than $102,280, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

\_\_ (vi) **52.227-6,** Royalty Information.

\_\_ (A) Basic.

\_\_ (B) Alternate I.

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

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

|  |
| --- |
| FAR Clause # Title Date Change |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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

(End of provision)

Alternate I (Mar 2023). As prescribed in 4.1202(a), substitute the following paragraph (a) for paragraph (a) of the basic provision:

(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

| **NAICS Code** | **Size standard** |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

[Contracting Officer to insert NAICS codes and size standards].

(2) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce, (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

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

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

(End of provision)

# FAR 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

The Offeror shall not complete the representation in paragraph (d) (2) of this provision if the Offeror has represented that it ‘‘does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services’’ in paragraph (c) (2) of the provision at 52.204–26, or in paragraph (v) (2) (ii) of the provision at 52.212–3.

1. *Definitions.* As used in this provision-

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

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

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

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

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

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

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

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

(d) *Representations.* The Offeror represents that—

1. It [ ]  will, [ ]  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e) (1) of this section if the Offeror responds ‘‘will’’ in paragraph (d) (1) of this section; and
2. After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that— It [ ]  does, [ ]  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e) (2) of this section if the Offeror responds ‘‘does’’ in paragraph (d) (2) of this section.

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

(i) For covered equipment—

1. The entity that produced the covered telecommunications equipment (include entity Name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
2. A description of all covered telecommunications equipment offered (include brand; Model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services—

1. If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
2. If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

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

(i) For covered equipment—

1. The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
2. A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
3. Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(ii) For covered services—

1. If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
2. If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

# 52.204-29 Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures. (DEC 2023)

#  (a) Definitions. As used in this provision, Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system, and Source have the meaning provided in the clause 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

#  (b) Prohibition. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b) (1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

#  (c) Procedures. (1) The Offeror shall search for the phrase “FASCSA order” in the System for Award Management (SAM)(https://www.sam.gov) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

#  (2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c) (2)).

#  (3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

#  (d) Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

#  (e) Disclosures. The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

#  (1) Name of the product or service provided to the Government;

#  (2) Name of the covered article or source subject to a FASCSA order;

#  (3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

#  (4) Brand;

#  (5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

#  (6) Item description;

#  (7) Reason why the applicable covered article or the product or service is being provided or used;

#  (f) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

# (End of provision)

# FAR 52.209-7 - INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

* + 1. (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).

1. The offeror [ ]  has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.
2. 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 (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
3. 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:
4. In a criminal proceeding, a conviction.
5. 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.
6. In an administrative proceeding, a finding of fault and liability that results in–
	1. The payment of a monetary fine or penalty of $5,000 or more; or
	2. The payment of a reimbursement, restitution, or damages in excess of $100,000.
7. 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.
8. 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.
9. 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 (](https://www.sam.gov/)[see](https://www.acquisition.gov/content/part-52-solicitation-provisions-and-contract-clauses#i1063838) [52.204-7).](https://www.acquisition.gov/content/part-52-solicitation-provisions-and-contract-clauses#i1063838)

(End of provision)

# FAR 52.209-13 - Violation of Arms Control Treaties or Agreements—Certification (NOV 2021)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

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

 \_\_ (1) The Offeror certifies that–

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

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

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

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

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

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

                (i) An inability to certify compliance.

                (ii) An inability to conclude compliance.

                (iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless—

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

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

                (i) Waived application under [22 U.S.C. 2593e](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section2593e&num=0&edition=prelim) (d) or (e); or

                (ii) Determined under [22 U.S.C. 2593e](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section2593e&num=0&edition=prelim) (g) (2) that the entity has ceased all activities for which measures were imposed under [22 U.S.C. 2593e](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section2593e&num=0&edition=prelim) (b).

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

(End of provision)

# FAR 52.215-20 - REQUIREMENTS FOR COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (NOV 2021)

1. *Exceptions from certified cost or pricing data.*
	1. In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.
		1. *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
		2. *Commercial item exception*. For a commercial item exception, the offeror shall submit, at minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --
			1. For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g*., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
			2. For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

* 1. The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror’s determination of the prices to be offered in the catalog or marketplace.
1. *Requirements for certified cost or pricing data.* If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:
	1. The offeror shall prepare and submit certified cost or pricing data, and data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used I this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.
	2. As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

# K. 6 FAR 52.222-54 – EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2025)

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

*Commercially available off-the-shelf (COTS) item*—

 (1) Means any item of supply that is—

 (i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101);

 (ii) Sold in substantial quantities in the commercial marketplace; and

 (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

 (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

*Employee assigned to the contract* means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee-

 (1) Normally performs support work, such as indirect or overhead functions; and

 (2) Does not perform any substantial duties applicable to the contract.

*Subcontract* means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

*Subcontractor* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

*United States*, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements*. (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-

 (i*) Enroll*. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

 (ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

 (iii) *Verify employees assigned to the contract*. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

 (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of-

 (i) *All new employees*. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

 (B) *Enrolled less than 90 calendar days*. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

 (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

 (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

 (4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of-

 (i) Enrollment in the E-Verify program; or

 (ii) Notification to E-Verify Operations of the Contractor’s decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

 (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

 (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor’s MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspending and debarring official.

 (ii) During the period between termination of the MOU and a decision by the suspending and debarring official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is not suspended, debarred, or subject to a voluntary exclusion, then the Contractor must reenroll in E-Verify.

(c) *Web site*. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: https://www.e-Verify.gov.

(d) *Individuals previously verified*. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

 (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

 (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top-secret information in accordance with the National Industrial Security Program Operating Manual; or

 (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts*. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that-

 (1) Is for— (i) Services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction.

 (2) Has a value of more than $3,500; and

 (3) Includes work performed in the United States.

(End of clause)

**K.7 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (JUN 2020)**

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

      *Foreign person* means any person other than a United States person.

      *Specified Federal procurement payment* means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

      *United States person* as defined in [26 U.S.C. 7701](https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title26-section7701&num=0&edition=prelim)(a) (30) means

           (1) A citizen or resident of the United States;

           (2) A domestic partnership;

           (3) A domestic corporation;

           (4) Any estate (other than a foreign estate, within the meaning of [26 U.S.C. 701](https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title26-section701&num=0&edition=prelim)(a) (31)); and

           (5) Any trust if–

                (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

                (ii) One or more United States persons have the authority to control all substantial decisions of the trust.

      (b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See [26 U.S.C. 5000C](https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title26-section5000C&num=0&edition=prelim) and it’s implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

      (c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d) (5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at [www.irs.gov/w14](https://www.irs.gov/w14). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the [26 U.S.C. 5000C](https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title26-section5000C&num=0&edition=prelim) tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

      (d) For purposes of withholding under [26 U.S.C. 5000C](https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title26-section5000C&num=0&edition=prelim), the Offeror represents that

           (1) It [\_] is [\_] is not a foreign person; and

           (2) If the Offeror indicates “is” in paragraph (d)(1) of this provision, then the Offeror represents that — I am claiming on the IRS Form W-14 [\_\_] a full exemption, or [\_\_] partial or no exemption [Offeror shall select one] from the excise tax.

      (e) If the Offeror represents it is a foreign person in paragraph (d) (1) of this provision, then—

           (1) The clause at FAR [52.229-12](https://acquisition.gov/far/part-52#FAR_52_229_12), Tax on Certain Foreign Procurements, will be included in any resulting contract; and

           (2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

      (f) If the Offeror selects “is” in paragraph (d) (1) and “partial or no exemption” in paragraph (d) (2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR [52.229-12](https://acquisition.gov/far/part-52#FAR_52_229_12), Tax on Certain Foreign Procurements, in any resulting contract.

      (g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>

# K.8 FAR 52.230-1 – COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2020)

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

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

1. Disclosure Statement—Cost Accounting Practices and Certification

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

1. Check the appropriate box below:

[ ]  (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and (ii) one copy to the cognizant Federal auditor.

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

Date of Disclosure Statement: Click or tap here to enter text.

Name and Address of Cognizant ACO or Federal Official Where filed:

 Click or tap here to enter text.

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

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

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

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

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

 [ ] (4) *Certificate of Interim Exemption*. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c) (1) or (c) (2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

1. Cost Accounting Standards—Eligibility for Modified Contract Coverage

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

 [ ]  The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

1. Additional Cost Accounting Standards Applicable to Existing Contracts

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

[ ] Yes [ ] No

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

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

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

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

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

 Click or tap here to enter text.

# K.9 FAR 52.230-7 - PROPOSAL DISCLOSURE – COST ACCOUNTING PRACTICE CHANGES (APR 2005)

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

 [ ]  YES [ ] NO

If the offeror checked “Yes” above, the offeror shall—

* + 1. Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
		2. Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

**K.10 DFARS 252.203-7005 – REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022)**

(a) *Definition.*“Covered DoD official” is defined in the clause at [252.203-7000](https://www.acquisition.gov/dfars/252.203-7000-requirements-relating-compensation-former-dod-officials.#DFARS_252.203-7000) , Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the Offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the Offeror, and who are expected to undertake activities on behalf of the Offeror for any resulting contract, are presently in compliance with all applicable post-employment restrictions, including those contained in [18 U.S.C. 207](https://www.govinfo.gov/link/uscode/18/207), [41 U.S.C. 2101-2107](https://www.govinfo.gov/link/uscode/41/2101), [5 CFR part 2641](https://www.ecfr.gov/current/title-5/part-2641), section 1045 of the National Defense Authorization Act for Fiscal Year 2018 ( [Pub. L. 115-91](https://www.govinfo.gov/link/plaw/115/public/91)), and Federal Acquisition Regulation [3.104-2](https://www.acquisition.gov/far/part-3#FAR_3_104_2).

(End of provision)

# K.11 DFARS 252.204-7007 - ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2023)

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

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

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

 \_\_\_ (i) Paragraph (e) applies.

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

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

 (i) [252.204-7016](https://www.acq.osd.mil/dpap/dars/dfars/html/current/252204.htm#252.204-7016), Covered Defense Telecommunications Equipment or Services—Representation. Applies to all solicitations.

 (ii) [252.216-7008](https://www.acq.osd.mil/dpap/dars/dfars/html/current/252216.htm#252.216-7008), Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

 (iii) [252.225-7042](https://www.acq.osd.mil/dpap/dars/dfars/html/current/252225.htm#252.225-7042), Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) [252.225-7049](https://www.acq.osd.mil/dpap/dars/dfars/html/current/252225.htm#252.225-7049), Prohibition on Acquisition of Certain Foreign Commercial Satellite Services—Representations. Applies to solicitations for the acquisition of commercial satellite services.

 (v) [252.225-7050](https://www.acq.osd.mil/dpap/dars/dfars/html/current/252225.htm#252.225-7050), Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

 (vi) [252.229-7012](https://www.acq.osd.mil/dpap/dars/dfars/html/current/252229.htm#252.229-7012), Tax Exemptions (Italy)—Representation. Applies to solicitations and contracts when contract performance will be in Italy.

 (vii) [252.229-7013](https://www.acq.osd.mil/dpap/dars/dfars/html/current/252229.htm#252.229-7013), Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts when contract performance will be in Spain.

 (2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [*Contracting Officer check as appropriate.]*

 \_\_\_ (i) [252.209-7002](https://www.acq.osd.mil/dpap/dars/dfars/html/current/252209.htm#252.209-7002), Disclosure of Ownership or Control by a Foreign Government.

 \_\_\_ (ii) [252.225-7000](https://www.acq.osd.mil/dpap/dars/dfars/html/current/252225.htm#252.225-7000), Buy American—Balance of Payments Program Certificate.

 \_\_\_ (iii) [252.225-7020](https://www.acq.osd.mil/dpap/dars/dfars/html/current/252225.htm#252.225-7020), Trade Agreements Certificate.

 \_\_\_ Use with Alternate I.

 \_\_\_ (iv) [252.225-7031](https://www.acq.osd.mil/dpap/dars/dfars/html/current/252225.htm#252.225-7031), Secondary Arab Boycott of Israel.

 \_\_\_ (v) [252.225-7035](https://www.acq.osd.mil/dpap/dars/dfars/html/current/252225.htm#252.225-7035), Buy American—Free Trade Agreements—Balance of Payments Program Certificate.

 \_\_\_ Use with Alternate I.

 \_\_\_ Use with Alternate II.

 \_\_\_ Use with Alternate III.

 \_\_\_Use with Alternate IV.

 \_\_\_ Use with Alternate V.

 \_\_\_ (vi) [252.226-7002](https://www.acq.osd.mil/dpap/dars/dfars/html/current/252226.htm#252.226-7002), Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

 \_\_\_ (vii) [252.232-7015](https://www.acq.osd.mil/dpap/dars/dfars/html/current/252232.htm#252.232-7015), Performance-Based Payments—Representation.

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

|  |  |  |  |
| --- | --- | --- | --- |
| FAR/DFARS Provision# | Title | Date | Change |
|    |    |    |    |

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

(End of provision)

# K.12 DFARS 252.204-7017 – PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES—REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at [252.204-7016](https://www.acq.osd.mil/dpap/dars/dfars/html/current/252204.htm#252.204-7016), Covered Defense Telecommunications Equipment or Services—Representation, that it “does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.”

      (a)  *Definitions*. “Covered defense telecommunications equipment or services,” “covered mission,” “critical technology,” and “substantial or essential component,” as used in this provision, have the meanings given in the [252.204-7018](https://www.acq.osd.mil/dpap/dars/dfars/html/current/252204.htm#252.204-7018) clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

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

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

      (d)  *Representation*. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at [252.204-7016](https://www.acq.osd.mil/dpap/dars/dfars/html/current/252204.htm#252.204-7016), Covered Defense Telecommunications Equipment or Services—Representation, that it “does” provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

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

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

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

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

              (3)  For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

              (4)  For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

# K.13 DFARS 252.209-7011 - REPRESENTATION FOR RESTRICTION ON THE USE OF CERTAIN INSTITUTIONS OF HIGHER EDUCATION (OCT 2023)

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

#  ‘‘Confucius Institute’’ means a cultural institute directly or indirectly funded by the government of the People’s Republic of China.

#  ‘‘Institution of higher education’’ has the meaning given in 20 U.S.C. 1002.

# (b) Restriction. As required by section 1062 of the National Defense Authorization Act for Fiscal Year 2021 (Pub. L. 116-283), DoD may not award a contract with any institution of higher education that hosts a Confucius Institute. Section 1062 prohibits DoD from providing funding to any U.S. institution of higher education hosting a Confucius Institute unless that institution receives a waiver from the Department of Defense Office of the Under Secretary of Defense for Research and Engineering (OUSD(R&E)).

# See the OUSD(R&E) Confucius Institute Waiver Program Guidance to U.S. Institutions of Higher Education at https://rt.cto.mil/wp-content/uploads/Confucius-Institute-Waiver-Program-Guidance-28Mar2023.pdf.

# (c) Representation. By submission of an offer, the Offeror represents that—

#  (1) It is not an institution of higher education that hosts a Confucius Institute; or

#  (2) The Offeror has obtained a waiver approved by OUSD(R&E).

# (End of provision)

# K.14 DFARS 252.225-7055 – REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022)

(a) Definitions. As used in this provision—

Agency or instrumentality of the government of Venezuela, business operations, government of Venezuela, and person have the meaning given in the clause [252.225-7056](https://www.acquisition.gov/dfars/part-252-solicitation-provisions-and-contract-clauses#DFARS_252.225-7056), Prohibition Regarding Business Operations with the Maduro Regime, of this solicitation.

(b) Prohibition. In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), DoD is prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) Representation. By submission of its offer, the Offeror represents that the Offeror is a person that—

(1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government; or

(2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(End of provision)

# K.15 252.225-7057 PREAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE’S REPUBLIC OF CHINA (AUG 2022)

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

# “Covered contract” and “covered entity” have the meaning given in the clause 252.225-7058, Postaward Disclosure of Employment of Individuals Who Work in the People’s Republic of China.

# (b) Prohibition on award. In accordance with section 855 of the National Defense Authorization Act for Fiscal Year 2022 (Pub. L. 117-81, 10 U.S.C. 4651 note prec.), DoD may not award a contract to the Offeror if it is a covered entity and proposes to employ one or more individuals who will perform work in the People’s Republic of China on a covered contract, unless the Offeror has disclosed its use of workforce and facilities in the People’s Republic of China.

# (c) Preaward disclosure requirement. At the time of submission of an offer for a covered contract, an Offeror that is a covered entity shall provide disclosures to include—

# (1) The proposed use of workforce on a covered contract or subcontract, if the Offeror employs one or more individuals who perform work in the People’s Republic of China;

# (2) The total number of such individuals who will perform work in the People’s Republic of China; and

# (3) A description of the physical presence, including street address or addresses, in the People’s Republic of China, where work on the covered contract will be performed.

# (End of provision)

**K.16 252.225-7059 – Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region – Representation**

As prescribed in 225.7022-5(a), use the following provision:

PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION–REPRESENTATION (JUN 2023)

(a) Definitions. “Forced labor” and “XUAR”, as used in this provision, have the meaning given in the 252.225-7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.

(b) Prohibition. DoD may not knowingly procure any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR as part of any forced labor programs, as specified in paragraph (b) of the 252.225-7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.

(c) Representation. By submission of its offer, the Offeror represents that it has made a good faith effort to determine that forced labor from XUAR will not be used in the performance of a contract resulting from this solicitation.

(End of provision)

# K.17 DFARS 252.227-7017 - IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN2025)

(a) Definitions. As used in this provision—

“Computer software” is defined in—

(1) The 252.227-7014, Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation, clause of this solicitation; or

(2) If this solicitation contemplates a contract under the Small Business Innovation Research Program or Small Business Technology Transfer Program, the 252.227-7018, Rights in Other Than Commercial Technical Data and Computer Software—Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

“SBIR/STTR data” is defined in the 252.227-7018, Rights in Other Than Commercial Technical Data and Computer Software—Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

“Technical data” is defined in—

(1) The 252.227-7013, Rights in Technical Data—Other Than Commercial Products and Commercial Services, clause of this solicitation; or

(2) If this solicitation contemplates a contract under the Small Business Innovation Research Program or Small Business Technology Transfer Program, the 252.227-7018, Rights in Other Than Commercial Technical Data and Computer Software—Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research (SBIR) Program or Small Business Technology Transfer (STTR) Program, these requirements apply to SBIR/STTR data that will be generated under the resulting contract and will be delivered with SBIR/STTR data rights and to any other data that will be delivered with other than unlimited rights. Notification and identification are not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror’s assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers**[,]** shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

|  |  |  |  |
| --- | --- | --- | --- |
| Technical Data or Computer Software to be Furnished With Restrictions\*[1] | Basis for Assertion\*\*[2] | Asserted Rights Category\*\*\*[3] | Name of Person Asserting Restrictions\*\*\*\*[4] |
| (LIST)\*\*\*\*\*[5] | (LIST) | (LIST) | (LIST) |

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

\*[1]For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*[2]Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*[3]Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\*[4]Corporation, individual, or other person, as appropriate.

\*\*\*\*\*[5]Enter “none” when all data or software will be submitted without restrictions.

|  |  |
| --- | --- |
| Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Printed Name and Title | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

# K.18 DFARS 252.227-7028 - TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify—

1. The contract number under which the data or software were produced;
2. The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
3. Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of provision)

**K.19 252.239-7098 Prohibition on Contracting to Maintain or Establish a Computer Network Unless Such Network is Designed to Block Access to Certain Websites—Representation.**

**(DEVIATION 2021-O0003) (APRIL 2021)**

(a) In accordance with section 8116 of Division C of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions, none of the funds appropriated (or otherwise made available) by this or any other Act for DoD may be used to enter into a contract to maintain or establish a computer network unless such network is designed to block access to pornography websites. This prohibition does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities, or for any activity necessary for the national defense, including intelligence activities.

(b) Representation. By submission of its offer, the Offeror represents that it is not providing as part of its offer a proposal to maintain or establish a computer network unless such network is designed to block access to pornography websites.

 (End of provision)

# K.20 Standard Form-LLL, "Disclosure of Lobbying Activities" (3 pages) which can be retrieved at <https://www.gsa.gov/forms-library/disclosure-lobbying-activities>

[ ]  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 its behalf in connection with the awarding of this contract.

Or

[ ]  In accordance with subparagraph (d) of provision 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (found in ORCA), Standard Form-LLL has been completed in accordance with its instructions and is returned herewith.

# SIGNATURE

By signature hereto, the Contractor certifies that the representations are accurate, current, and complete and that he/she is aware of the penalties prescribed in 18 U.S.C. 1001 for making false statements in matters within the jurisdiction of the executive, legislative, or judicial branches of the Government of the United States.

Click or tap here to enter text. Click or tap here to enter text.

Name of Contractor

Date

 Click or tap here to enter text.

Authorized Signature

 Click or tap here to enter text.

Typed or Printed Name

 Click or tap here to enter text.

Title