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| N458456 **SOLICITATION, OFFER AND AWARD** | | | | | | | | | | | | | | | | 1. **THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)** | | | | | | | | | | | | | | | | | | RATING | | | | | PAGE OF PAGE | | | | | |
|  | | | | | 1 | | | 51 | | |
| 2. CONTRACT NUMBER | | | | | | | | 3. SOLICITATION NUMBER | | | | | | | | | | | | | 4. TYPE OF SOLICITATION  SEALED BID (IFB)  NEGOTIATED (RFP) | | | | | | | | | | 5. DATE ISSUED | | | | | | 6. REQUISITION/PURCHASE NUMBER | | | | | | | |
|  | | | | | | | | **N4571A-XX-R-00XX** | | | | | | | | | | | | |  | | | | | |  | | | | | | | |
|
| 7. ISSUED BY CODE | | | | | | | | | | | | | | | |  | | | | | | 8. ADDRESS OFFER TO *(If other than item 7)* | | | | | | | | | | | | | | | | | | | | | | |
| COMMANDER, NAVY INSTALLATIONS COMMAND  NAF ACQUISITIONS BRANCH N945  5720 INTEGRITY DRIVE LASSEN BUILDING 457  MILLINGTON, TN 38055-6500  POC: CONTRACTING OFFICER, 901-874-XXXX  CONTRACTING.OFFICER@NAVY.MIL | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | |
| **NOTE: In sealed bid solicitations “offer” and “offeror” mean “bid” and “bidder”.** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **SOLICITATION** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9. Sealed offers in original and | | | | | | x | | | | | copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| hand carried, in the depository located in | | | | | | | | | |  | | | | | | | | | | | | | | | | | | until | | **\*** | | | local time | | | **\*** | | | | | | |  | |
|  | | | | | | | | |  | | | | | | | | | | | | | | | | | | |  | | *(Hour)* | | |  | | | (Date) | | | | | | |  | |
| CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. L-6. All offers are subject to all terms and conditions contained in this solicitation. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **10. FOR**  **INFORMATION**  **CALL:** | | | | | | A. NAME | | | | | | | | | | | | | | B. TELEPHONE *(NO COLLECT CALLS)* | | | | | | | | | | | | | | | C. E-MAIL ADDRESS | | | | | | | | | |
| **CONTRACTING OFFICER** | | | | | | | | | | | | | | AREA CODE | | | | | | NUMBER | | | | | | | EXT. | | [**contracting.officer@navy.mil**](mailto:contracting.officer@navy.mil) | | | | | | | | | |
| 901 | | | | | | 874 - XXXX | | | | | | |  | |
| 11. TABLE OF CONTENTS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **OFFER *(Must be fully completed by offeror)*** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | calendar days *(60 calendar days unless a different* | | | | | | | | | | | | | | | |
| *period is inserted by the offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite  each item, delivered at the designated point(s), within the time specified in the schedule. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13. **DISCOUNT FOR PROMPT PAYMENT** | | | | | | | | | | | | 10 CALENDAR DAYS (%) | | | | | | | | | 20 CALENDAR DAYS (%) | | | | | | | | | | 30 CALENDAR DAYS (%) | | | | | | | CALENDAR DAYS (%) | | | | | | |
| *(See Section I, Clause No. 17)* | | | | | | | | | | | |  | | | | | | | | |  | | | | | | | | | |  | | | | | | |  | | | | | | |
| 14. **ACKNOWLEDGMENT OF AMEND-**  **MENTS** (*The offeror acknowledges receipt of*  *amendments to the SOLICITATION for offerors*  *and related documents numbered and dated):* | | | | | | | | | | | | AMENDMENT NO. | | | | | | | | | | | | DATE | | | | | | | AMENDMENT NO. | | | | | | | | | | DATE | | | |
|  | | | | | | | | | | | |  | | | | | | |  | | | | | | | | | |  | | | |
|  | | | | | | | | | | | |  | | | | | | |  | | | | | | | | | |  | | | |
| 15A. NAME AND  ADDRESS  OF OFFEROR | | | CODE | | | | |  | | | | | | FACILITY | | | | |  | | | | | | | | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  *(Type or print)* | | | | | | | | | | | | | | | | | |
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|  | | | | | | | | | | | | | | | | | |
| 15B. TELEPHONE NUMBER | | | | | | |  | | | 15C. **CHECK IF REMITTANCE ADDRESS**  **IS DIFFERENT FROM ABOVE - ENTER**  **SUCH ADDRESS IN SCHEDULE.** | | | | | | | | | | | | | | | | | 17. SIGNATURE | | | | | | | | | | | | | | 18. OFFER DATE | | | |
| AREA CODE | | NUMBER | | EXT. | | |  | | | | | | | | | | | | | |  | | | |
|  | |  | |  | | |
| **AWARD *(To be completed by Government)*** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 19. ACCEPTED AS TO ITEMS NUMBERED | | | | | | | | | | | | | 20. AMOUNT | | | | | | | | | 21. ACCOUNTING AND APPROPRIATION | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | |  | | | | | | | | | **NON APPROPRIATED FUNDS** | | | | | | | | | | | | | | | | | | | | | | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: | | | | | | | | | | | | | | | | | | | | | | 23. **SUBMIT INVOICES TO ADDRESS**  **SHOWN IN** *(4 copies unless otherwise specified)* | | | | | | | | | | | | | | | | | | ITEM | | | | |
| 10 U.S.C. 2304(c) | | | | ( |  | | | ) | | 41 U.S.C. 253(c) | | | | | | | ( |  | | ) | | See Section G | | | | |
| 24. ADMINISTERED BY *(If other than Item 7)* CODE | | | | | | | | | | | | | | |  | | | | | | | 25. PAYMENT WILL BE MADE BY CODE | | | | | | | | | | | | | | | | | | |  | | | |
|  | | | | | | | | | | | | | | |  | | | | | | | See Section G | | | | | | | | | | | | | | | | | | |  | | | |
| 26. NAME OF CONTRACTING OFFICER *(Type or print)* | | | | | | | | | | | | | | | | | | | | | | 27. UNITED STATES OF AMERICA | | | | | | | | | | | | | | | | | 28. AWARD DATE | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | |  | | | | | |
| *(Signature of Contracting Officer)* | | | | | | | | | | | | | | | | |
| IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AUTHORIZED FOR LOCAL REPRODUCTION  Previous edition is unusable | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **STANDARD FORM 33** (REV. 9-97)  Prescribed by GSA - FAR (48 CFR) 53.214 (c) | | | | | | | | | | | | |

**PART I, SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS**

1. **GENERAL.** This is a procurement of the Commander, Navy Installations Command (CNIC) Morale, Welfare, and Recreation (MWR) Nonappropriated Funds Instrumentality (NAFI), hereinafter referred to as NAFI.
2. **TYPE OF CONTRACT.** It is anticipated that this solicitation is to be awarded as a Firm-Fixed-Price type contract with a Base Year of One (1) year with Four (4) one-year option periods.
3. **SUPPLIES AND/OR SERVICES PRICE/COST SCHEDULE.** Offeror is to fill in the proposed pricing table below. The Government anticipates a mix from the below list of CLINS that will be utilized for issuing delivery orders against the contract.
4. **AWARD.** Upon award of contract, Sections K, L, and M of the solicitation will be removed, and the Contractor’s technical proposal, including any revisions will be incorporated by reference, subject to Clause 16 (Order of Precedence).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Base Year** | | | |  |
| **CLINs** | **Description** | **Qty** | **U/I** | **Unit Price** |
| CLIN 0001 | Laptop xxxx 128GB 8GB, per Section J Attachment 1 specifications, 4 Year Warranty, + Accidental drop protection |  | $ - |  |
| CLIN 0002 | Desktop xxxx 256GB, 8GB RAM per Section J Attachment 1 specifications, 4 Year Warranty |  | $ |  |
| CLIN 0003 | Provisioning, Imaging, Affixing Asset Label and Shipping |  | $ |  |

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| **Option Year One (1)** | | | |  |
| **CLINs** | **Description** | **Qty** | **U/I** | **Unit Price** |
| CLIN 1001 | Laptop xxxx 128GB 8GB, per Section J Attachment 1 specifications, 4 Year Warranty, + Accidental drop protection |  | $ - |  |
| CLIN 1002 | Desktop xxxx 256GB, 8GB RAM per Section J Attachment 1 specifications, 4 Year Warranty |  | $ |  |
| CLIN 1003 | Provisioning, Imaging, Affixing Asset Label and Shipping |  | $ |  |
| **Option Year Two (2)** | | | |  |
| **CLINs** | **Description** | **Qty** | **U/I** | **Unit Price** |
| CLIN 2001 | Laptop xxxx 128GB 8GB, per Section J Attachment 1 specifications, 4 Year Warranty, + Accidental drop protection |  | $ - |  |
| CLIN 2002 | Desktop xxxx 256GB, 8GB RAM per Section J Attachment 1 specifications, 4 Year Warranty |  | $ |  |
| CLIN 2003 | Provisioning, Imaging, Affixing Asset Label and Shipping |  | $ |  |

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| **Option Year Three (3)** | | | |  |
| **CLINs** | **Description** | **Qty** | **U/I** | **Unit Price** |
| CLIN 3001 | Laptop xxxx 128GB 8GB, per Section J Attachment 1 specifications, 4 Year Warranty, + Accidental drop protection |  | $ - |  |
| CLIN 3002 | Desktop 256GB, 8GB RAM per Section J Attachment 1 specifications, 4 Year Warranty |  | $ |  |
| CLIN 3003 | Provisioning, Imaging, Affixing Asset Label and Shipping |  | $ |  |

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| **Option Year Four (4)** | | | |  |
| **CLINs** | **Description** | **Qty** | **U/I** | **Unit Price** |
| CLIN 4001 | Laptop xxxx 128GB 8GB, per Section J Attachment 1 specifications, 4 Year Warranty, + Accidental drop protection |  | $ - |  |
| CLIN 4002 | Desktop 256GB, 8GB RAM per Section J Attachment 1 specifications, 4 Year Warranty |  | $ |  |
| CLIN 4003 | Provisioning, Imaging, Affixing Asset Label and Shipping |  | $ |  |

Base Year & All Option Years Total Estimated Price $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(END OF SECTION B)**

**PART I, SECTION D: PACKAGING AND MARKING**

1. All materials and components shall be packaged and marked to ensure all are received at the designated delivery location without damage.
2. Delivery Terms. FOB Destination or FOB Origin; the contractor shall prepay and add freight charges as a separate line item on the invoice. Freight is estimated based on current rates and the actual freight charges are subject to change based on the current rates on the date of shipment. The contractor shall invoice for and will be reimbursed for actual freight charges.

**(END OF SECTION D)**

**PART I, SECTION E: INSPECTION AND ACCEPTANCE**

1. **SURVEILLANCE, INSPECTIONS, AND ACCEPTANCE.** All solutions, products, manuals, reports and deliverables must be approved by Technical Representative as applicable, then delivered to the COR for final approval as necessary.

The Contractor is responsible for the overall quality of contract performance and for the management of its own workforce. All equipment and/or supplies under this contract is subject to Government surveillance and inspection per NAFI Clauses 10.

**(END OF SECTION E)**

**PART I, SECTION F: DELIVERIES OR PERFORMANCE**

1. **PERIOD OF PERFORMANCE.** Date of contract award with a base year of one (1) year, and four (4) one-year option periods.
2. **SHIP TO ADDRESS.** NOTE FOR KOs (delete this note and all red notes before sending RFP to vendors): For C contracts, include the address. For IDIQ contracts include verbiage “Ship to address will be included in each Delivery Order.”
3. **DELIVERY CRITERIA.** Operational Hours. The normal duty schedule is between the hours of 0800 - 1700. The duty schedule is subject to change based on government requirements.
   * 1. Federal Holidays - The U.S. Government recognizes the following Legal Holidays established by Federal Statute:

• New Year’s Day – January 1

• Birthday of Martin Luther King Jr.– Third Monday in January

• Washington’s Birthday – Third Monday in February

• Memorial Day – Last Monday in May

• Juneteenth National Independence Day- June 19

• Independence Day – July 4

• Labor Day – First Monday in September

• Columbus Day – Second Monday in October

• Veterans Day – November 11

• Thanksgiving Day – Fourth Thursday in November

• Christmas Day – December 25

* + 1. When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the proceeding Friday is observed as a legal holiday. The list of holidays relates to Government duty days when the delivery location will not be available to accept deliveries.
    2. In addition to the days designated as holidays, the Government observes the following days:

• Any other day designated by Federal Statute

• Any other day designated by Executive Order

• Any other day designated by a Presidential Proclamation

1. **DELIVERABLES.**

**(END OF SECTION F)**

**PART I, SECTION G: CONTRACT ADMINISTRATION DATA**

1. **INVOICING.** NAF Clause #12 “Invoices.” An invoice is a written request for payment under the contract for supplies/equipment delivered or for services rendered. In order to be proper, an invoice must include (and in order to support the payment of interest penalties) the following:
   * 1. Invoice Date;
     2. Name of Contractor;
     3. Contract number (include order number, if any), contract description of supplies or services, quantity, contract unit of measure, unit price, and extended total;
     4. Shipment number and date of shipment;
     5. Name and address to which payment is to be sent (name must be the same as that in the contract or on a proper notice of assignment);
     6. Name (where practicable), title, telephone number and mailing address of person to be notified in the event of a defective invoice; and
     7. Any other information or documentation required by other provisions of the contract (such as evidence of shipment).

Invoices shall be prepared and submitted to the point of contact identified in the following section (G-4). Invoices shall be submitted by the Contractor on a monthly basis for the monthly service and will be paid in arrears. The NAFI will not make a payment for deliverables that have not been inspected and accepted by the Contracting Officer’s Representative.

1. **ACCOUNTING CLASSIFICATION.** Accounting and appropriation data: nonappropriated funds
   * 1. Company Code: XXXX
     2. Cost Center: XXXX
     3. GL Account: XXXXXX

No appropriated funds of the United States will be obligated, due or payable to a Contractor as a result of this solicitation and, if awarded, any resulting contract.

1. **FINAL PAYMENT.** Invoices for final payment must be identified and submitted at the end of the contract and no further charges are to be incurred along with a “release of claims” memo. The closeout invoice, or a written notification that final invoicing has been completed, must be submitted within 60 working days of contract completion. A copy of a Final Acceptance Completion Report must be attached to the final invoice. If the Contractor requires an extension to the contract, a request with supporting rationale must be received by the COR and the Contracting Officer a minimum of 60 days prior to the end of the contract.
2. **APPOINTMENT OF CONTRACTING OFFICER’S REPRESENTATIVE.**
   * 1. The Contracting Officer’s Representative (COR) will be identified by separate letter at contract award.
     2. The COR will act as the Contracting Officer’s representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or performance work statement, and monitoring the progress and quality of Contractor performance. The COR is not a Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract, or to direct the accomplishment of effort which goes beyond the scope of the performance work statement in the contract.
     3. It is emphasized that only a Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and anyone other than the Contracting Officer be effective or binding on the Government. If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor under such direction unless the Contracting Officer has issued a contractual change or otherwise resolved the issue.

**(END OF SECTION G)**

**PART I, SECTION H: SPECIAL CONTRACT REQUIREMENTS**

1. **PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)**
   * 1. Definitions. As used in this clause

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)

* + - 1. Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use
         1. Of that equipment; or
         2. Of that equipment to a significant extent in the performance of a service or the furnishing of a product;
      2. Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but
      3. Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.
    1. Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor’s employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.
    2. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

1. **PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES.**

Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)

* + 1. Definitions. As used in this clause

Covered article means any hardware, software, or service that

* + - 1. Is developed or provided by a covered entity;
      2. Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
      3. Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means

* + - 1. Kaspersky Lab;
      2. Any successor entity to Kaspersky Lab;
      3. Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
      4. Any entity of which Kaspersky Lab has a majority ownership.
    1. Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from
       1. Providing any covered article that the Government will use on or after October 1, 2018; and
       2. Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.
    2. Reporting requirement.
       1. In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.
       2. The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:
          1. Within 1 business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
          2. Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.
    3. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts.

(End of clause)

1. **PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

* + 1. Definitions. As used in this clause

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means

* + - 1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
      2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
      3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
      4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means

* + - 1. Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
      2. tems included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled
         1. Pursuant to multilateral regimes, including for reasons relating to national security; or
         2. For reasons relating to regional stability or surreptitious listening;
      3. Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

* + 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. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies.
       2. Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies. 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.
    2. Exceptions. This clause does not prohibit contractors from providing
       1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
       2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
    3. Reporting requirement.
       1. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.
       2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause
          1. Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
          2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
    4. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

NOTE FOR THE KO FOR THE BELOW PROVISION AND CLAUSE ON PFOS/PFOA:

1) THIS NOTE IS TO BE REMOVED PRIOR TO RELEASE OF RFP.

2) INCLUDE THE PROVISION AND CLAUSE WHEN REQUIREMENT IS FOR NONSTICK COOKWARE OR COOKING UTENSILS FOR USE IN GALLEYS OR DINING FACILITIES, AND ALSO FOR UPHOLSTERED FURNITURE, CARPETS, AND RUGS THAT HAVE BEEN TREATED WITH STAIN-RESISTANT COATINGS.

3) IF THE TWO BELOW DO NOT APPLY TO YOUR REQUIREMENTS, THEN DELETE FROM THE RFP.

1. **PROHIBITION ON PROCUREMENT OF CERTAIN ITEMS CONTAINING PERFLUOROOCTANE SULFONATE OR PERFLUOROOCTANOIC ACID – REPRESENTATION (DEVIATION 2022-O0010) (SEP 2022)**
   * 1. Effective April 1, 2023, in accordance with section 333 of the William M. (Mac)Thornberry National Defense Authorization Act for Fiscal Year 2021 (Pub. L. 116-283) the Department of Defense may not procure any covered items that contain perfluorooctane sulfonate (PFOS) or perfluorooctanoic acid (PFOA). A covered item includes:
        1. Nonstick cookware or cooking utensils for use in galleys or dining facilities; and
        2. Upholstered furniture, carpets, and rugs that have been treated with stain-resistant coatings.
     2. Representation. By submission of its offer, the Offeror represents that it is not providing as part of its offer any covered items containing PFOS or PFOA.

(End of provision)

1. **PROHIBITION ON PROCUREMENT OF CERTAIN ITEMS CONTAINING PERFLUOROOCTANE SULFONATE OR PERFLUOROOCTANOIC ACID (DEVIATION 2022-O0010) (APR 2023)**
   * 1. Effective April 1, 2023, in accordance with section 333 of the William M. (Mac)Thornberry National Defense Authorization Act for Fiscal Year 2021 (Pub. L. 116-283), the Department of Defense may not procure any covered items that contain perfluorooctane sulfonate (PFOS) or perfluorooctanoic acid (PFOA).
     2. A covered item means the following:
        1. Nonstick cookware or cooking utensils for use in galleys or dining facilities.
        2. Upholstered furniture, carpets, and rugs that have been treated with stain-resistant coatings.
     3. The Contractor shall not provide any covered items containing PFOS or PFOA in performance of this contract, task order, delivery order, or blanket purchase agreement order.
     4. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts for any covered item, including subcontracts for commercial products (including commercially available off off-the-shelf items) and commercial services.

(End of clause)

1. **PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION (APR 2023)**
   * 1. Definitions. As used in this clause

“Forced labor” means all work or service which is exacted from any person under the menace of any penalty for its nonperformance and for which the worker does not offer themselves voluntarily.

“Person” means

* + - 1. A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group; or
      2. Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraph (1) of this definition.

“XUAR” means the Xinjiang Uyghur Autonomous Region of the People’s Republic of China.

* + 1. Prohibition. The Contractor shall not provide 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 throughout the period of performance of the contract.
    2. Subcontracts. The Contractor shall insert this clause, including this paragraph (c), without alteration other than to identify the appropriate parties, in subcontracts including subcontracts for commercial products, and commercially available off-the-shelf items, and commercial services.

(End of clause)

1. **CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (MAY 2023)**
   * 1. Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in
        1. Israel, and the anticipated value of the acquisition is $50,000 or more;
        2. Mexico, and the anticipated value of the acquisition is $92,319 or more; or
        3. Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is $183,000 or more.
     2. Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision Certification Regarding Knowledge of Child Labor for Listed End Products, the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.
     3. Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:
        1. The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.
        2. The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.
        3. The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.
        4. The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)
     4. Remedies.
        1. The Contracting Officer may terminate the contract.
        2. The suspending official may suspend the Contractor in accordance with procedures in FAR subpart 9.4.
        3. The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR subpart 9.4.

(End of clause)

**(END OF SECTION H)**

**PART II –SECTION I CONTRACT CLAUSES**

**NONAPPROPRIATED FUND CONTRACT CLAUSES**

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PART II, SECTION I – NON-APPROPRIATED FUND CLAUSES continued

1. **DEFINITIONS.** As used throughout this contract, the following terms and abbreviations have the meaning set forth below:
   * 1. The term “Contract” means this agreement or order and any modifications hereto.
     2. The abbreviation “NAFI” means Nonappropriated Fund Instrumentality of the United States Government.
     3. The term “Contracting Officer” means the person executing or responsible for administering this contract on behalf of the NAFI which is a party hereto, or his successor or successors.
     4. The term “Contractor” means the party responsible for providing supplies/equipment and/or services at a certain price or rate to the NAFI under this contract.
     5. The term “Contracting Officer’s Representative” (COR) means a person appointed by the Contracting Officer to monitor performance and act as a liaison between the Contractor and the Contracting Officer.
2. **ADVERTISEMENTS.** The Contractor agrees that none of its, nor its agent’s, advertisements to include publications, merchandise, promotions, coupons, sweepstakes, contests, sales brochures, etc., shall state, infer, or imply that the Contractor’s products or services are approved, promoted, or endorsed by the NAFI. Any advertisement, including cents off coupons, which refers to a NAFI, will contain a statement that the advertisement is neither paid for nor sponsored, in whole or in part, by that particular activity.
3. **Assignment**. A Contractor may not assign their rights or delegate their obligations under this contract without prior written consent of the Contracting Officer.
4. **COMMERCIAL WARRANTY.** The Contractor agrees that the supplies/equipment or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies/equipment or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the NAFI by any other clause of this contract. The printed terms and conditions of such warranty will be provided to the NAFI with the delivery of any supplies/equipment or services covered.
5. **DISCOUNTS FOR PROMPT PAYMENT.** In connection with any prompt payment discount offered, time will be computed from the date of the Contractor’s invoice. Payment is deemed to have been made as of the date on the payment check or date on which electronic funds transfer is made.
6. **DISPUTES.** Except as otherwise provided in this contract, any dispute or claim concerning this contract, which is not disposed of by agreement, shall be decided by the Contracting Officer, who shall state their decision in writing, and mail or otherwise furnish a copy of it to the Contractor. Within 90 days from date of receipt of such copy, the Contractor may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the Immediate Superior In Command (ISIC) of the Command one level above the Contracting Officer's Command. The decision of this authority shall be final and conclusive. If no such appeal is filed, the decision of the Contracting Officer shall be final and conclusive. The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of any appeal under this clause. Pending final decision on such a dispute, the Contractor shall proceed diligently with the performance of the contract and according to the decision of the Contracting Officer, unless directed to do otherwise by the Contracting Officer.
7. **EXAMINATION OF RECORDS.**
   * 1. The clause is applicable if the amount of this contract exceeds $10,000 and the contract was entered into by means of negotiation. The Contractor agrees that the Contracting Officer or their duly authorized representative shall have the right to examine and audit the books and records of the Contractor directly pertaining to the contract during the period of the contract and up to 3 years after contract expiration date and final payment.
     2. The Contractor agrees to include the clause in paragraph 7a above in all subcontracts there-under which exceeds $10,000.
8. **GRATUITIES.**
   * 1. The NAFI may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing by the Contracting Officer that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the government or the NAFI with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract. The Contracting Officer must coordinate with and receive approval from N94 on all matters arising under this section.
     2. In the event this contract is terminated as provided in paragraph 8a above, the NAFI shall be entitled (1) to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Contracting Officer, which shall not be less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.
     3. The rights and remedies of the NAFI provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
9. **HOLD AND SAVE HARMLESS**. The Contractor shall indemnify, save harmless, and defend the NAFI, its outlets, and customers from any liability, claimed or established, for violation or infringement of any patent, copyright, or trademark right asserted by any third party with respect to goods hereby ordered or any part thereof. Contractor further agrees to hold the NAFI harmless from all claims or judgments for damages resulting from the use of products listed in this contract, except for such claims or damages caused by or resulting from negligence of NAFI customers, employees, agents, or representatives. Also, the Contractor shall at all times hold and save harmless the NAFI, its agents, representatives, and employees from any and all suits and expenses which arise out of acts or omissions of the Contractor, its agents, representatives, or employees.
10. **INSPECTION.** Unless otherwise provided herein, inspection shall be made after receipt of the supplies/equipment by the ordering activity or after completion of services by the Contractor. Inspection and acceptance shall not be conclusive, with respect to latent defects or fraud, or with respect to the NAFI’s rights under the proof of shipment provisions contained herein. In case any supplies/equipment or services are defective in material or workmanship, or are otherwise not in conformity with the requirements of this contract, the NAFI shall have the right to reject such supplies or services, or to require replacement or correction. Rejected supplies/equipment shall be removed by and at the expense of the Contractor promptly after notice. If required by the NAFI, the Contractor, after notice of defect or non-conformance, shall, in a timely manner, correct or replace the defective or non-conforming supplies/equipment or services, or any part thereof. When such correction or replacement requires transportation of the supplies/equipment or part thereof, all shipping costs to and from the Contractor’s plant or place of business shall be borne by the Contractor.
11. **INSURANCE.**
    * 1. The Contractor shall, at their expense, procure and maintain, during the entire performance period of this contract, insurance of at least the kinds and minimum amount set forth herein.
      2. At all times during performance, the Contractor shall maintain with the Contracting Officer a current certificate of insurance showing at least the insurance required herein, and providing 30 days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage.
      3. The Contractor shall also require all first-tier Subcontractors, who will perform work on a government installation, to procure and maintain the insurance required herein during the entire period of their performance. The Contractor shall furnish (or assure that it has been furnished) to the Contracting Officer a current certificate of insurance meeting the requirements of paragraph 11b above, for each such first-tier Subcontractor, at least 5 days prior to entry of each such Subcontractor’s personnel on the installation.
      4. In implementation of the insurance clause above, the Contractor shall procure and maintain:
         1. Worker’s compensation as prescribed by the laws of the State in which the work will be performed and employer’s liability insurance.
         2. General liability insurance wherein the NAFI and the United States are included as named insured, stating that such insurance is primary (secondary to or contributory with no other insurance). Policy limits of $1,000,000 per person - $1,000,000 per occurrence for injury or death, and $1,000,000 property damage per occurrence are required.
         3. The Contractor is responsible for damage or loss to his/her owned or leased equipment. Claims will be honored only if it can be shown that the NAFI was negligent and caused damage or loss to the Contractor’s equipment.
12. **INVOICES.** An invoice is a written request for payment under the contract for supplies/equipment delivered or for services rendered. In order to be proper, an invoice must include (and in order to support the payment of interest penalties) the following:
    * 1. Invoice Date;
      2. Name of Contractor;
      3. Contract number (include order number, if any), contract description of supplies or services, quantity, contract unit of measure, unit price, and extended total;
      4. Shipment number and date of shipment;
      5. Name and address to which payment is to be sent (name must be the same as that in the contract or on a proper notice of assignment);
      6. Name (where practicable), title, telephone number and mailing address of person to be notified in the event of a defective invoice; and
      7. Any other information or documentation required by other provisions of the contract (such as evidence of shipment).

Invoices shall be prepared and submitted in duplicate (one copy shall be marked “Original”) unless otherwise specified.

1. **LAW GOVERNING CONTRACTS.** In any dispute arising out of this contract, the decision of which requires consideration of law questions, the rights and obligations of the parties shall be interpreted and determined according to the substantive and procedural laws of the United States of America.
2. **LEGAL STATUS.** The NAFI is an integral part of the Department of Defense and is an instrumentality of the United States Government. NAFI contracts are United States Government contracts; however, they do not obligate appropriated funds of the United States. NO APPROPRIATED FUNDS OF THE UNITED STATES SHALL BECOME DUE OR BE PAID A CONTRACTOR BY REASON OF THIS CONTRACT.
3. **MODIFICATIONS.** No agreement or understanding to modify this contract will be binding upon the NAFI unless it is made in writing and signed by a Contracting Officer from the office that issued the contract or its successor.
4. **ORDER OF PRECEDENCE.** In the event of an inconsistency between provisions of this solicitation/contract, the inconsistency shall be resolved by giving precedence in the following order: (1) description of the supplies/equipment or services and prices/costs; (2) description/specifications/work statement; (3) special contract requirements; (4) contract clauses; (5) other provisions of the solicitation/award; and (6) any portion of the Contractor’s bid or proposal that has been incorporated by reference and made a part of the contract.
5. **PAYMENTS.** Payment of prices stated in this contract will be made according to the Prompt Payment Act, as amended. Unless otherwise specified, payment will be made on partial deliveries accepted by the NAFI when the amount due on such deliveries so warrants. Payment is deemed to have been made as of the date on the payment check or date on which electronic funds transfer is made.
6. **PROOF OF SHIPMENT.** (Applicable to shipments outside the United States through the Defense Transportation System (DTS) and parcel post shipments to overseas destinations.) Except as otherwise provided in this contract, payment will be made for items not yet received upon receipt of an invoice accompanied by proof of delivery to a postal system or common carrier if delivery is FOB point of origin. For deliveries FOB destination named port of debarkation, the invoice must be accompanied by a signed receipt by a government representative at the named port.
7. **TAXES.** The prices herein reflect full reduction for taxes that are non-applicable. In addition to the exemption from federal excise taxes by virtue of exportation, all tangible personal property sold to NAFIs for resale are exempt from sales and use taxes. All sales other than for resale depend on state law or federal constitutional immunity for exemption from state sales and use taxes.
8. **TERMINATION FOR CONVENIENCE.** The Contracting Officer, by written notice, may terminate this contract, in whole or in part when it is in the best interest of the NAFI. If this contract is for supplies/equipment and is so terminated, the Contractor shall be compensated according to FAR subparts 49.1 and 49.2 in effect on the date of this contract award. To the extent that this contract is for services and is so terminated, the NAFI shall be liable only for payment according to the payment provisions of this contract for services rendered prior to the effective date of termination, providing there are no Contractor claims covering non-recurring costs for capital investment. If there are any such Contractor claims, they shall be settled according to FAR subparts 49.1 and 49.2.
9. **TERMINATION FOR DEFAULT.** The Contracting Officer, by written notice, may terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies/equipment or services; provided that, if (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor’s failure to perform is without the Contractor’s or Subcontractor’s control, fault, or negligence, the termination must be deemed to be a termination for convenience. As used in this provision, the term “Subcontractor” means Subcontractor at any tier.
10. **VARIATION IN QUANTITY.** No variation in quantity of any item listed in the order/contract will be accepted unless authorized by the Contracting Officer.
11. **PROTESTS.** Offeror’s are encouraged to resolve any complaints or issues they may have with the Contracting Officer in an informal manner. However, where an Offeror is not satisfied with an award decision of the Contracting Officer, that Offeror may file a written protest with the Contracting Officer and the Contracting Officer will issue a final decision on the protest. Any interested party who is dissatisfied by the Contracting Officer’s final decision on the protest may file a written appeal with CNIC. The procedures for filing protests may be found in chapter 2, paragraph 223. A copy of paragraph 223 will be provided to any Offeror by the Contracting Officer upon request.

CLAUSES INCORPORATED BY REFERENCE

The provisions of the following clauses set forth in the Federal Acquisition Regulation (FAR) are hereby incorporated into this order or contract by reference with the same force and effect as if they were given in full text. As used in the following clause, the term “Government” is deleted and the abbreviation “NAFI” is substituted in lieu thereof. The date of each clause shall be the current date set forth in the FAR at the time of issuance of an order or contract award. Clauses made inapplicable by the reference or by the type or order or contract (e.g., order or contracts for services instead of supplies/equipment) are self-deleting. Upon request, the Contracting Officer will provide the full text.

|  |  |  |
| --- | --- | --- |
| CLAUSE NO. | REFERENCE | CLAUSE TITLE |
| I-24 | 52.203-5 | Covenant Against Contingent Fees (Contracts over $150,000) |
|  |  |  |
|  |  |  |
| I-25 | 52.222-20 | Walsh-Healey Public Contracts Act (Supply Contracts in Excess of $15,000) (not with foreign Contractors) |
|  |  |  |
| I-26 | 52.222.26 | Equal Opportunity (Supply and Service Contracts over $10,000) |
|  |  |  |
| I-27 | 52.222.35 | Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Supplies and Service over $100,000) |
|  |  |  |
| I-28 | 52.222-36 | Affirmative Action for Workers with Disabilities (Supplies And Services Contracts $15,000) |
|  |  |  |
| I-29 | 52.222-37 | Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Supplies and Services Contracts over $10,000) |
|  |  |  |
| I-30 | 52.225-13 | Restrictions on Certain Foreign Purchases |
|  |  |  |
| I-31 | 52-232-11 | Extras |
|  |  |  |
| I-32 | 52.243-1 | Changes–Fixed Price (with ALT I through IV) |
|  |  |  |
| I-33 | 52.246-1 | Contractor Inspection Requirements |
|  |  |  |
| I-34 | 52.246-16 | Responsibility for Supplies |
|  |  |  |
| I-35 | 52.247-52 | Clearance and Documentation Requirements-Shipments to DoD Air or Water Terminal Trans-shipment Points |
|  |  |  |
| I-36 | 52.222-3 | Convict Labor (Contracts over $2,500) |
|  |  |  |
| I-37 | 52.222-4 | Contract Work Hours and Safety Standards Act- Overtime. Compensation – General (Contracts over $150,000) |
|  |  |  |
| I-38 | 52.222-41 | Service Contract Labor Standards (Aug 2018) (Contracts over $2,500) |
|  |  |  |
| I-39 | 52.246-4 | Inspection of Services – Fixed Price |

SUPPLEMENTAL CLAUSES

1. **1. REQUIREMENTS.**
   * 1. This is a requirements contract for the supplies or services specified, and effective for the period stated in the schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the NAFI’s requirements do not result in orders in the quantities described in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
     2. Delivery or performance shall be made only as authorized by delivery orders issued in accordance with the Ordering clause. The Contractor shall furnish to the NAFI all supplies or services specified in the Schedule and called for by delivery orders issued in accordance with the Ordering clause. The NAFI may issue delivery orders requiring delivery to multiple destinations or performance at multiple locations. There is no limit on the number of orders that may be issued by the NAFI.
     3. The NAFI shall order from the Contractor all the supplies or services specified in the schedule that are required to be purchased by the NAFI activity of activities specified in the Schedule.
     4. Orders issued during the effective period of this contract and not completed within that time shall be completed by the Contractor within the time specified in the delivery order, and the rights and obligations of the Contractor and the NAFI respecting those orders shall be governed by the terms of the contract to the same extent as if completed during the effective period of this contract.
2. **ORDERING.** The supplies or services to be furnished under this contract will be ordered from time to time during the contract term, by the NAFI or its authorized representative. Each such order will be placed via written delivery order. A written delivery order is not required if the purchase is made with the Government purchase card. All delivery orders and purchase card orders are subject to the terms and conditions of this contract. All delivery orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order and this contract, the contract shall control.
3. **OPTION TO EXTEND THE TERM OF THE CONTRACT.**
   * 1. The Contracting Officer shall advise the Contractor in writing at least 60 calendar days before the contract period expires of the NAFI’s desire to extend the period of the contract for 12 months. If the NAFI exercises this option, the extended contract shall be considered to include this option provision.
     2. The total duration of this contract, including any extension pursuant to the option exercised under this clause, shall not exceed 5 years from the date of the original contract.
4. **PRICE WARRANTY/ECONOMIC ADJUSTMENTS.**
   * 1. The Contractor warrants that during the period of the contract, the terms, conditions, prices, and discounts, in addition to any discounts offered for prompt payment, shall be as favorable or better than those extended to its most favored customer. The Contractor agrees that any price reduction made prior to final delivery under the contract will be applicable to all items delivered subsequent to the reduction.
     2. If the Contractor’s established price (the wholesale market price at which he sells a majority of the purchased item(s)) is increased after the contract date, the corresponding contract unit price may, at the discretion of the contracting officer, be increased, upon the contractor’s request in writing to the contracting officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, provided that:
        1. The aggregate of the increases in any contract unit price made under this clause shall not exceed **10** percent of the original contract unit price;
        2. The requested increase is based upon significant increases in the contractor’s labor and/or material costs;
        3. The increased contract unit price will be effective upon approval of the request by the contracting officer. The request will be approved or disapproved within 30 days of its receipt by the contracting officer who will promptly notify the contractor of his/her decision and the date thereof;
        4. The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract price unless the contractor’s failure to deliver before such date results from causes beyond the control and without the fault or negligence of the contractor; and
        5. Notwithstanding the foregoing, no modification incorporating an increase in the contract unit price shall be granted pursuant to this clause until the contracting officer has verified the increased labor and/or material costs relied upon by the contractor as justification for his request.

Pending the contracting officer’s determination on a price adjustment request, the contractor shall continue deliveries according to the terms and conditions of this contract and shall be paid for such deliveries at the then-applicable contract unit price.

**(END OF SECTION I)**

**PART III, SECTION J: LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

Attachment 1- XXXXXXXXXXX

Attachment 2- Past Performance Questionnaire

**(END OF SECTION J)**

**PART IV, SECTION K: OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)**

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 (x) of this provision.

* + 1. Definitions. As used in this provision

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

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.

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](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title6-section395&num=0&edition=prelim)(b), applied in accordance with the rules and definitions of [6 U.S.C. 395](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title6-section395&num=0&edition=prelim)(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](https://www.acquisition.gov/far/part-52#FAR_52_204_25), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

* + - 1. Are conducted under contract directly and exclusively with the regional government of southern Sudan;
      2. Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
      3. Consist of providing goods or services to marginalized populations of Sudan;
      4. Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
      5. Consist of providing goods or services that are used only to promote health or education; or
      6. Have been voluntarily suspended."Sensitive technology"

Sensitive technology

* + - 1. Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically
         1. To restrict the free flow of unbiased information in Iran; or
         2. 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)).

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.

* + 1. Annual Representations and Certifications as used in this provision
       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](https://www.acquisition.gov/far/part-52#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, 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.]

* + 1. RESERVED

The following highlighted in Green do not apply to OCONUS

* + 1. Representations required to implement provisions of Executive Order11246
       1. Previous contracts and compliance. 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; and
          2. It *□* has, *□* has not filed all required compliance reports.
       2. Affirmative Action Compliance. 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 rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
          2. It *□* has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
    2. RESERVED
    3. Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](https://www.acquisition.gov/far/part-52#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.
          1. 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”.
          2. The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).
          3. 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 |
|  |  |
|  |  |
|  |  |

[List as necessary]

* + - 1. Domestic end products containing a critical component:

Line Item No. \_\_\_

[List as necessary]

* + - 1. The NAFI will evaluate offers in accordance with the policies and procedures of the NAF acquisition policy.
    1. (1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR [52.225-3](https://www.acquisition.gov/far/part-52#FAR_52_225_3), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)
       - 1. (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.

The terms "Bahrainian, 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."

* + - * 1. The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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

|  |  |
| --- | --- |
| LINE ITEM NO. | COUNTRY OF ORIGIN |
|  |  |
|  |  |
|  |  |

[List as necessary]

* + - * 1. 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 |
|  |  |
|  |  |
|  |  |

[List as necessary]

* + - * 1. The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR [25.105](https://www.acquisition.gov/far/part-25#FAR_25_105)).

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

[List as necessary]

* + - * 1. The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](https://www.acquisition.gov/far/part-25#FAR_Part_25).
      1. Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR [52.225-3](https://www.acquisition.gov/far/part-52#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:
    1. (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.: | Country of Origin: |
|  |  |
|  |  |
|  |  |

[*List as necessary*]

* + - 1. Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at [52.225-3](https://www.acquisition.gov/far/part-52#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:
    1. (1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

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

|  |  |
| --- | --- |
| Line Item No.: | Country of Origin: |
|  |  |
|  |  |
|  |  |

[List as necessary*]*

* + - 1. Trade Agreements Certificate. (Applies only if the clause at FAR [52.225-5](https://www.acquisition.gov/far/part-52#FAR_52_225_5), Trade Agreements, is included in this solicitation.)
         1. 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."
         2. The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

|  |  |
| --- | --- |
| Line Item No.: | Country of Origin: |
|  |  |
|  |  |
|  |  |

[List as necessary]

* + - * 1. The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](https://www.acquisition.gov/far/part-25#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.
    1. 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](https://www.acquisition.gov/far/part-9#FAR_9_104_5)(a)(2) for which the liability remains unsatisfied.
          1. Taxes are considered delinquent if both of the following criteria apply:

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.

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.

* + - * 1. Examples.

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.

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.

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.

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).

* + 1. 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](https://www.acquisition.gov/far/part-22#FAR_22_1503)(b).]
       1. Listed end products.

|  |  |
| --- | --- |
| Listed End Product: | Listed Countries of Origin: |
|  |  |
|  |  |
|  |  |

* + - 1. 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.]
         1. 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.
         2. 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.
    1. 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.
    2. 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](https://www.acquisition.gov/far/part-22#FAR_22_1003_4)(c)(1). The offeror *□* does *□* does not certify that
          1. 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;
          2. The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4](https://www.acquisition.gov/far/part-22#FAR_22_1003_4)(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
          3. 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](https://www.acquisition.gov/far/part-22#FAR_22_1003_4)(d)(1). The offeror *□* does *□* does not certify that
          1. 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;
          2. The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4](https://www.acquisition.gov/far/part-22#FAR_22_1003_4)(d)(2)(iii));
          3. 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
          4. The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
       3. If paragraph (k)(1) or (k)(2) of this clause applies
          1. 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
          2. 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.
    3. Taxpayer Identification Number (TIN) ([26 U.S.C. 6109](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), [31 U.S.C. 7701](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). (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)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), 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)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](https://www.acquisition.gov/far/part-4#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;

* + - 1. 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 CFR 1.6049-4;

*□* Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

* + - 1. Common parent.

*□* Offeror is not owned or controlled by a common parent:

*□* Name and TIN of common parent:

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* + 1. 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.
    2. 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](https://www.acquisition.gov/far/part-9#FAR_9_108_2)(b) applies or the requirement is waived in accordance with the procedures at [9.108-4](https://www.acquisition.gov/far/part-9#FAR_9_108_4).
       2. Representation. The Offeror represents that
          1. It *□* is, *□* is not an inverted domestic corporation; and
          2. It *□* is, *□* is not a subsidiary of an inverted domestic corporation.
    3. 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
          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; and
          3. Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 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
          1. This solicitation includes a trade agreements certification (*e.g.*, [52.212-3](https://www.acquisition.gov/far/part-52#FAR_52_212_3)(g) or a comparable agency provision); and
          2. The offeror has certified that all the offered products to be supplied are designated country end products.
    4. 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.

* + - 1. 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)

* + 1. 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
          1. 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
          2. 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
          1. 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
          2. It is *□* is not *□* a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
    2. RESERVED.
    3. RESERVED.
    4. Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM ( [12.301](https://www.acquisition.gov/far/part-12#FAR_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)].
          1. 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.
          2. 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.
          3. 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:*\_\_\_\_\_\_\_\_\_\_\_\_*.
    5. (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.
       1. 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.
       2. 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).
    6. Covered Telecommunications Equipment or Services-Representation (Oct 2020). Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.
       1. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) ([https://www.sam.gov](https://www.sam.gov/)) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
       2. The Offeror represents that
          1. 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, 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)

* + 1. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020).

The Offeror shall not complete the representation at paragraph (4)(i) 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”.

* + - 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 titled: 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

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

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.

* + - * 1. 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

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

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.

* + - 1. 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”.
      2. Representation. 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 (5)(i) of this section if the Offeror responds “will” in paragraph (4)(i) 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 (5)(ii) of this section if the Offeror responds “does” in paragraph (4)(ii) of this section.

* + - 1. Disclosures.
         1. Disclosure for the representation in paragraph (4)(i) of this provision. If the Offeror has responded “will” in the representation in paragraph (4)(i) of this provision, the Offeror shall provide the following information as part of the offer:

For covered equipment

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);

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

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 (2)(i) of this provision.

For covered services

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

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 (2)(i) of this provision.

* + - * 1. Disclosure for the representation in paragraph (4)(ii) of this provision. If the Offeror has responded “does” in the representation in paragraph (4)(ii) of this provision, the Offeror shall provide the following information as part of the offer:

For covered equipment

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

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

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 (2)(ii) of this provision.

For covered services

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

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 (2)(ii) of this provision.

(End of provision)

* + 1. Prohibition on Certain Procurements from the XinJiang Uyghur Autonomous Region – Certification (APR 2023)
       1. Definitions. “Forced labor”, “Person”, and “XUAR”, as used in this provision, have the meaning given in the “Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region”, clause of this solicitation.
       2. 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 “Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region”, clause of this solicitation.
       3. Certification.
          1. The Offeror does *□* does not *□* certify that the Offeror has made a good faith effort to determine that forced labor from XUAR was not or will not be used in the performance of a contract resulting from this solicitation.
          2. Offerors who do not certify having made a good faith effort will not be eligible for award.

(End of provision)

**(END OF SECTION K)**

**PART IV, SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

**\*\* NOTE: If sections do not apply, do not delete bullet and renumber. Place “NOT APPLICABLE”**

1. **PREPARATION OF OFFERS.**
   * 1. Offerors are expected to carefully read all specifications and instructions. The Offeror shall submit documentation explaining their approach for satisfying the requirements of this solicitation. Proposals must be clear, coherent, and prepared in sufficient detail for effective evaluation of the Offeror’s proposal against the evaluation criteria. Failure to meet all of the Terms, Conditions and Specifications in Section C may render the Offeror’s proposal as non-responsive to the solicitation and thereupon eliminated from competition for award.
     2. Each Offeror shall furnish the information required by the solicitation. The Offeror shall sign the offer and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offeror(s) shall provide with their proposal a letter providing the name(s) and title(s) of the person(s) with authority to obligate their company. Offers signed by an agent shall also be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
     3. Offerors must state a definite time for delivery of supplies or services, unless otherwise specified in the solicitation.
     4. Offers for supplies or services, other than those specified, will not be considered unless an amendment to the solicitation is issued.
     5. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
     6. Offerors shall fill out and return Section K provisions Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment and Covered Telecommunications Equipment or Services-Representation, Prohibition on Certain Procurements from the XinJiang Uyghur Autonomous Region – Certification.
     7. Offerors shall price all option year periods.

All correspondence in conjunction with this solicitation should be directed to the NAFI's Point of Contact (POC) identified below:

Contracting Officer

Phone: (901) 874-XXXX

E-mail: [contracting.officer@navy.mil](mailto:contracting.officer@navy.mil)

1. **PROPOSAL GENERAL REQUIREMENTS.**
   * 1. Offerors are hereby advised that the Navy CNIC reserves the right, to make award without discussions; therefore, Offerors should propose their best-offer initially. Offerors shall submit their proposals as follows:
     2. Responses to this offer shall be required in written proposal format. Responses to this RFP shall be submitted, by the closing date, in the content and format specified. Proposals in response to this RFP shall include three separate parts: one (1) Price proposal and two (2) non-price proposals. Of the two (2) non-price proposals required, one must be redacted of all company names, logos and references. The second non-price proposal can include company names/logos/references. The names of any contract employees/personnel/staff members can be included in both technical proposals. It is the responsibility of the Offerors to ensure that the evaluation factors are identified and adequately addressed in their proposal submissions: The overall proposal shall consist of three (3) physically separate and detachable parts, individually entitled:

|  |  |  |  |
| --- | --- | --- | --- |
| PROPOSAL VOLUME | VOLUME CONTENTS | REQUIRED HARD  COPIES | REQUIRED # ELECTRONIC COPIES |
| VOLUME I | Technical Proposal (Subsections tabbed for ease of identification) | One ( 1) Original | Two (2) via Email   1. Redacted 2. Non-Redacted |
| VOLUME II | Price Proposal | One (1) Original | One (1) via Email |

* + 1. The completion and submission of the above items shall constitute an offer (proposal) and shall indicate the Offeror’s unconditional assent to the terms and conditions of this RFP and any attachments hereto. Alternate proposals are not authorized. Objections to any terms and conditions of the RFP shall constitute a deficiency which may make the offer unacceptable. An Offeror may correct a deficiency only through discussions.
  1. Page Limitations
     1. For hardcopy proposals: each volume of the proposal shall be contained in a three-ring loose-leaf binder, and provided in the number of copies as shown above. The technical proposal shall not exceed 30 pages (excluding past performance, resumes, Project Management Professional (PMP), Quality Control Plan (QCP), and price proposal). Sub-factor sections of the binder shall be tabbed for ease of identification. Offeror’s shall attach a binder cover sheet to the outer cover of each volume identifying volume number, name, and copy number (i.e., Volume I, Technical Proposal, Copy 2 of 8); Request for Proposal Number; Date of Submission; and Offeror’s Name. This information shall also be placed on the edge of the binder where it can be seen when placed in a vertical position in a storage cabinet. Use tab indexing to identify all sections within a particular proposal volume. Do not include writing on the tab index page other than that required to identify the particular section.
     2. For electronic proposals: each volume of the proposal shall be provided in the number of copies as shown above. The technical proposal shall not exceed 30 pages (excluding past performance, resumes, Project Management Professional (PMP), Quality Control Plan (QCP), and price proposal). Sub-factor sections shall be labeled for ease of identification. Offeror’s shall identify each volume identifying volume number, name, and copy number (i.e., Volume I, Technical Proposal, Copy 2 of 8); Request for Proposal Number; Date of Submission; and Offeror’s Name.
  2. Format
     1. For hardcopy proposals: The Offeror’s proposal shall be prepared on standard 8.5 x 11inch paper in portrait orientation (charts may be landscaped). All pages of each proposal shall be appropriately numbered and identified with the solicitation number and the name of the Offeror. For ease of reference each Offeror shall use a page numbering system. Consecutive page numbering with tabs is preferred (i.e., Page 4-5 identifies Tab 4, Page 5). In addition, for document control purposes, all proposal amendments provided after the initial proposal shall be submitted as page changes with each page identified by amendment number and date as well as by page number. Proposal pages shall be printed on one side, and punched with a 3-hole punch along the left margin. Each page shall have a one-inch margin at the top, the bottom, and on each side. Page numbers, notations of proprietary information, and any other identifying information printed on each page are excluded from the margin requirement. Should the offer require fold-out pages, one fold-out page shall not exceed either 8.5 x 22 inches, or 17 x 11 inches, which when folded in half will be no larger than 8.5 x 11 inches.
     2. For electronic proposals: The Offeror’s proposal shall be prepared on standard 8.5 x 11inch paper in portrait orientation (charts may be landscaped). All pages of each proposal shall be appropriately numbered and identified with the solicitation number and the name of the Offeror. For ease of reference each Offeror shall use a page numbering system. Consecutive page numbering is preferred (i.e., Page 4-5 identifies Tab 4, Page 5). In addition, for document control purposes, all proposal amendments provided after the initial proposal shall be submitted as page changes with each page identified by amendment number and date as well as by page number. Each page shall have a one-inch margin at the top, the bottom, and on each side. Page numbers, notations of proprietary information, and any other identifying information that can be printed on each page are excluded from the margin requirement.
     3. Print must be spaced at 6 lines per inch. Text font must be no smaller than 10 point. Text included on figures and/or matrices may be reduced to 8 point.
     4. To aid in evaluation, proposals shall be clearly and concisely written as well as being neat, indexed (cross-indexed, as appropriate) and logically assembled. Each proposal part shall begin with an executive summary. In addition to the specific requirements for each proposed part, the Offeror shall provide other narrative or supporting materials (i.e., matrix, charts, or graphics) considered necessary for the NAFI to fully understand the proposal. Price information shall be included in the price proposal only. Man-hours referenced outside the price proposal shall be quoted in hour figures only, without indication as to the cost of these hours. Skill levels shall be treated in a similar manner.
        1. For control purposes each copy of the proposal shall be numbered.

1. **PROPOSAL SUBMISSION REQUIREMENT AND INSTRUCTIONS.**
   1. Volume I: Technical Proposal - The Offeror’s technical proposal shall consist of narrative and supporting data that address all technical requirements contained in the solicitation. The Offeror’s technical proposal must address the following elements:
      1. Factor 1: Technical Capability – Provide a complete technical specification description of the equipment offered, and describe in detail the approach for meeting the technical requirements to include a description of your services and systems that will be used to perform the requirements listed in section B.

Sub-Factor 1 - XXXXXXX

Sub-Factor 2 - XXXXXXX

Describe in detail the approach to accomplish the XXXXXXXX and XXXXXX to perform the requirements in section B.

* + 1. Factor 2: Delivery - Provide the processing turnaround time from receipt of a delivery order until equipment is ready for shipment.
    2. Factor 3: Past Performance - The Offeror shall describe its past performance within the past 5 years directly related to the same or similar tasks and support per section C (Government or Commercial). Offeror shall request three sources provide PPQ’s directly to [contracting.officer@navy.mil](mailto:contracting.officer@navy.mil).

The contract referenced above must be of similar size, scope and complexity to the current requirement herein. The Offeror shall include the previous contract number with their submitted proposal.

The Past Performance Questionnaires are not required to be submitted with the proposal if you have received a contract award from CNIC within the past five years.

* 1. Volume II: Price Proposal - The price proposal shall include a price for each CLIN of this solicitation and shall include a summary of each year’s cost and a total estimated cost for the contract. There are no page limits set for the price proposal.
     1. Other Direct Costs: Estimate all other direct costs for performance of contract requirements; (i.e., travel, subscriptions or periodicals, consultant fees.) Rationale for each proposed other direct cost is required.
     2. Payment Methods: Electronic funds transfer payments are available for processing invoices for this contract in accordance with the prompt payment act via the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association or via credit card procedures with Single Use Account (SUA). Single-Use Account (SUA) is an electronic payment tool that eliminates the need for a physical credit card. SUA provides a single electronic card for each payment. A 16-digit virtual account is provided for each payment and the credit limit is set for the specific payment amount. Electronic funds transfer ACH payments will be processed on a Net 30-day basis or less if a payment discounted is offered, e.g. 2% 10 days. SUA payments will be processed in 10 days or less. Prospective Contractors shall include their desired payment method in their proposal.

1. **REQUEST FOR INFORMATION/QUESTIONS.** Questions and/or comments relative to the solicitation should be submitted via e-mail to:
   * 1. Contracting Officer – Primary Point of Contact (POC)

NAF Contracting Officer

Phone: 901-874-XXXX Fax: 901-874-2073

Email: contracting.officer@navy.mil

* 1. Technical inquiries and questions relating to proposal procedures are to be submitted via email to Contracting Officer at the email address mentioned above not later than XX MONTH YEAR.

Offerors are requested to review the specifications in its entirety prior to submitting a question. Oral explanations or instructions are not binding. Any information given to an Offeror which impacts the solicitation and/or offer will be given in the form of a written amendment to the solicitation. As this is a competitive negotiation acquisition, there is no public bid opening and no information will be given out prior to debriefings, pre-award or post-award.

1. **DIRECTIONS FOR SUBMITTING PROPOSALS.**
   1. Electronic Offers are the preferred method. All email offers submitted must be received by the closing date and time to: [contracting.officer@navy.mil](mailto:contracting.officer@navy.mil)
   2. Hardcopy Offers - sending in hardcopy proposals must contact the POC identified in block 7 on page 1 for a shipping address. Hardcopy Offers and modifications shall be submitted in sealed envelopes or packages addressed ATTN: Contracting Officer to the office specified by the POC, and show the time specified for receipt, the solicitation number, and the name and address of the Offeror. Documents are to be in Microsoft Word and spreadsheets shall be in Microsoft Excel.
   3. Signed amendments shall be submitted via e-mail as scanned pdf documents.
      1. Clarity and completeness of the proposal are of utmost importance. The proposal and any modifications shall be written in a practical, clear, and concise manner. It must use quantitative terms whenever possible and shall avoid qualitative adjectives to the maximum extent possible. Proposal volumes must be internally consistent or the proposal will be considered unrealistic and unacceptable.
      2. Unnecessarily elaborate proposals beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the Offeror's lack of cost consciousness.
      3. In order to provide all necessary information for background experience, your proposal shall cover your understanding of the proposed work and your proposed method to attain contract objectives. Data previously submitted may not be considered; therefore, such data should not be relied upon nor incorporated. Statements the Offeror understands, can or will comply with all specifications, statements paraphrasing the specifications or parts thereof, and phrases such as "standard procedures will be employed" or well-known techniques will be used,” etc., will be considered insufficient.
2. **LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS.**
   * 1. Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:
        1. was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
        2. was sent by mail or, if authorized by the solicitation, or via facsimile and it is determined by the NAFI that the late receipt was due solely to mishandling by the NAFI after receipt at the Government installation;
        3. was sent by Express Mail (e.g. FedEx, UPS or postal service), not later than 5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
        4. is the only proposal received.
        5. Email receipts date and time are automatically system generated prior to RFP due date, and contain all necessary attachments.
     2. Any modification of a proposal, except a modification resulting from the Contracting Officer's request for "final proposal revision" offer is subject to the same conditions above.
     3. A modification resulting from the Contracting Officer's request for "final proposal revision" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the NAFI after receipt at the Government installation.
     4. The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by U.S. Postal Service registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, Offerors should request the postal clerk place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
     5. The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.
     6. The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by “Express Mail Service” is the date entered by the mail service receiving clerk on the "Express Mail Service" label and/or the postmark on both the envelope or wrapper and on the original receipt from the mail service provider. "Postmark" has the same meaning as defined above, excluding postmarks of the Canadian Postal Service. Therefore, Offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
     7. Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful proposal that makes its terms more favorable to the NAFI will be considered at any time it is received and may be accepted.
     8. Proposals may be withdrawn by written notice received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provisions entitled "Facsimile Proposals." Proposals may be withdrawn in person by an Offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposals before award.
3. **AMENDMENTS TO SOLICITATIONS.**
   * 1. If this solicitation is amended, then all terms and conditions which are modified remain unchanged.
     2. Offerors shall acknowledge receipt of any amendment to this solicitation by one of the following (1) signing and returning the amendment, (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer, or (3) by sending letter of acknowledgement (or facsimile, if facsimile offers are authorized in the solicitation). The NAFI must receive the acknowledgement by the time specified for receipt of offers.
4. **RESTRICTION ON DISCLOSURE AND USE OF DATA.**Offerors who include in their proposal data that they do not want disclosed to the public for any purpose or used by the NAFI except for more than evaluation purposes, shall mark the title page with the following legend: "This proposal includes data that shall not be disclosed in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of, or in connection with, the submission of this data, the NAFI shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the NAFI's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets \_\_\_\_\_\_\_\_\_\_\_ (insert numbers or other identification of sheets"; and mark each sheet of data it wishes to restrict with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."
5. **FAILURE TO SUBMIT OFFER.** Recipients of this solicitation not responding with an offer should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter or email whether they want to receive future solicitations for similar requirements. If a recipient does not submit an offer and does not notify the issuing office that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.
6. **CONTRACT AWARD – NEGOTIATED PROCUREMENT.**
   * 1. The NAFI will award a contract resulting from this solicitation to the responsible Offeror as a sole source.
     2. The NAFI may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.
     3. The NAFI intends to evaluate proposals and award a contract without discussions with Offerors. Therefore, each initial offer should contain the Offeror's best terms from a cost or price and technical standpoint. However, the NAFI reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.
     4. The NAFI may accept any item or group of items of an offer, unless the Offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may be submitted for quantities less than those specified. The NAFI reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the offer.
     5. A written award or acceptance of offer mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the NAFI may accept an offer, or part of an offer, as provided above, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the NAFI.
     6. Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.
     7. The NAFI may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. An offer is materially unbalanced when it is based on prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the NAFI, even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.
7. **SIGNING OF OFFERS.** The Contractor shall sign the offer and print or type its name on the Solicitation, Offer, and Award form of this solicitation. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.
8. **UNNECESSARILY ELABORATE PROPOSALS.** Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.
9. **RETENTION OF PROPOSALS.** All proposal documents shall be the property of the NAFI and retained by the NAFI, and therefore shall not be returned to the Offerors.
10. **ACCEPTANCE PERIOD.** The Offeror agrees that its offer remains valid for a period of 60 days from the solicitation's closing date.

**(END OF SECTION L)**

**PART IV, SECTION M: EVALUATION FACTORS FOR AWARD**

1. **EVALUATION AND AWARD FACTORS.** The contract resulting from this solicitation will be awarded to the responsible Offeror as a sole source. The following non-price factors along with price will be used to evaluate offers. Factors are listed in descending order of importance. Any offer that results in a rating of unacceptable for Factor 1 will not receive any further consideration for award.
   1. Order of Importance: The order of relative importance for the evaluation factors is established as follows:
      1. Factor 1 is significantly more important than Factor 2 and Factor 3
      2. Factor 2 and Factor 3 are of equal importance
      3. The Subfactors’ order of relative importance, from most to least important, is established as follows:
         1. Subfactor 1 is more important than Subfactor 2
      4. The non-price factors, when combined, are significantly more important than price.
   2. Evaluation Criteria: The proposals will be evaluated on the basis of the following criteria:
      1. Factor 1 - Technical Capability: The proposal will be evaluated based on the Offeror’s technical specification description of the equipment offered, and the approach for meeting the technical capability to include a description of your services and systems that will be used to perform the requirements in section B.

Subfactor 1: XXXXXXXXX

Subfactor 2: XXXXXXXXX

The proposal will be evaluated based on the Offeror’s detailed approach to accomplish the XXXXXXXXXXX to perform the requirements in section B of this RFP.

* + 1. Factor 2 - Delivery: The proposal will be evaluated based on the Offeror’s processing turnaround time from receipt of a delivery order until equipment is ready for shipment.
    2. Factor 3 – Past Performance: Evaluation of Past Performance will be based on one or all of the following: The submission of three past performance questionnaires showing the same or similar task and support per Section C within the past 5 years.

The contract referenced above must be of similar size, scope and complexity to the current requirement herein. The Offeror shall include the previous contract number with their submitted proposal.

The NAFI reserves the right to obtain information for use in the evaluation of past performance from any and all sources, including sources outside of the Government. Past performance information will be utilized to determine the quality of the Contractor’s past performance as it relates to the probability of success for the required effort. In the case of an Offeror without a record of past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance and will be given a neutral rating.

The Past Performance Questionnaires are not required to be submitted with the proposal if you have received a contract award from CNIC within the past five years.

1. **EVALUATION AND ADJECTIVAL RATINGS & DEFINITIONS.**
   1. Factor 1: Technical Capability and Factor 2: Delivery

|  |  |
| --- | --- |
| **Technically acceptable (pass)** | **Technically unacceptable (fail)** |

A (Acceptable) – Proposal demonstrates acceptable understanding of requirements. Technical considerations and capabilities meet performance and capability standards. Proposal offers no weaknesses, or, if there are weaknesses, these weaknesses are offset by strengths. The proposal represents a reasonable probability of success with overall moderate degree of risk in meeting the

NAFI’s requirements.

U (Unacceptable) - Proposal demonstrates a lack of understanding of the requirements. Technical considerations and capabilities do not meet performance and capability standards necessary for acceptable contract performance. Proposal contains major errors, omissions, significant weaknesses and/or deficiencies. The degree of risk is so high that there is no reasonable likelihood of success, regardless of price. Deficiencies are so major or extensive that a major revision or complete rewrite of the proposal would be necessary.

* 1. Factor 3 Past Performance: An Offeror’s past performance will be evaluated based on the quality of the Offeror’s recent and relevant past performance efforts, business relationship, timeliness of performance and customer satisfaction. Documented results from Past Performance Questionnaires, interviews, CPARS, and other sources form the support and basis for this assessment.

The Offeror’s strengths, weaknesses, deficiencies, and uncertainties relative to how well the Offeror performed will be assessed using the information provided and gathered. No separate rating will be given for the quality of work, business relationship, timeliness of performance, or customer satisfaction; rather, the quality of the Offeror’s past performance will be evaluated and incorporated into the confidence assessment as stated below.

A Past Performance evaluation of Performance Confidence assesses the probability an Offeror will meet contract requirements should that Offeror be awarded a contract. The Rating results from the merging of assessment information on (a) quality of work, (b) business relationships, (c) timeliness of performance, and (d) customer satisfaction.

Past Performance will be determined to be relevant if the performance involves work that is the same or similar in nature, size, and complexity to the services being procured under this Solicitation.

The Source Selection Authority may also research, examine, consider, and include in the evaluation of past performance, any reliable reviews, reports, tests, or evaluations by independent laboratories or consumer groups, as well as market-wide surveys that assess customer satisfaction with the products, or similar items, being submitted by the Offeror.

Past Performance Evaluation Levels are:

|  |  |
| --- | --- |
| ADJECTIVAL | DEFINITION |
| Acceptable (Pass) | Offeror’s performance met contractual requirements. Performance was accomplished with some minor problems for which any required corrective actions taken were satisfactory |
| Unknown/Neutral | No relevant past performance record is identifiable upon which to base a meaningful past performance risk prediction. A search was unable to identify any relevant past performance information for the Contractor or their Key Personnel. This is neither a positive or negative assessment. |
| Unacceptable (Fail) | Offeror’s performance did not meet most of the contractual requirements. Performance was accomplished with serious problems for which any required corrective actions were ineffective or non-existent |

1. **PRICE PROPOSAL**.
   * 1. The price proposal shall be evaluated against the following:
        1. Total Estimated Proposal. The total estimated proposal is the sum of the prices for all CLINs in the base year and all option year periods.
        2. Initial Price Evaluation. The objective of the price proposal evaluation is to ensure that the price is fair and reasonable. To achieve the objective of a fair and reasonable price, the below price analysis is deemed the only necessary evaluation.
        3. Price Analysis. In accordance with CNIC M-7043.1, the proposed prices will be examined and evaluated without evaluating its separate cost elements and proposed profit. Techniques include, but are not limited to the following:
           1. Comparison of proposed prices received in response to the solicitation.
           2. Comparison of previously proposed prices and contract prices with current proposed prices for the same or similar services, if both the validity of the comparison and the reasonableness of the previous price(s) can be established.
           3. Comparison of proposed prices with Independent Government Cost Estimate.
2. **CLARIFICATIONS.** Communications with an Offeror for clarifications may be necessary and are for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give the Offeror an opportunity to revise or modify its proposal.
3. **EVALUATION OF OPTIONS.** The NAFI will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the NAFI to exercise the option(s).
4. **CONTRACT AWARD.** The contract resulting from this solicitation will be awarded to the responsible Offeror whose offer conforms to the solicitation, and is the most advantageous to the NAFI, price and non-price factors considered (best value).

A written notice of award or acceptance of an offer e-mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer’s specified expiration time, the NAFI may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**(END OF SECTION M)**