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Trina Keeler,	, Government	Sales	September 14, 2022								2022 SE	EP 12

19. ITEM NO.		20 SCHEDULE OF SUP				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED:	PAGE 3 OF 18 PAGES
	SPE300-22-D-V017	

#### **Form**

### I. SOLICITATION/CONTRACT FORM

The terms and conditions set forth in solicitation SPE300-22-R-0034 are incorporated into subject contract.

The following documents are incorporated by reference into the subject contract: your final offer, which is being accepted by the Government to form this contract, Solicitation SPE300-22-R-0034 dated July 26, 2022.

#### **II. PERFORMANCE PERIOD:**

#### A. Effective Period of the Contract:

September 18, 2022 through September 13, 2025

Tier I - September 18, 2022 through September 14, 2024

Tier II - September 15, 2024 through September 13, 2025

Ordering commences on September 18, 2022 with first deliveries beginning September 20, 2022 for Troop customers.

## B. ESTIMATED DOLLAR VALUE/GUARANTEED MINIMUM/MAXIMUM

The guaranteed minimum is \$1,700.00. The 250% maximum on this contract is \$127,500.00.

Arkansas / Louisiana / Mississippi Zone	24 Month Estimate (1st Tier)	3 Year Estimate (Total Including both Tiers)	10% Guaranteed Minimum (12 months)	250% Max (3 Years)
Group 1 - Arkansas	\$34,000.00	\$51,000.00	\$1,700.00	\$127,500.00

### III. ORDERING CATALOGS

The following are part of Hiland Dairy's offer and are hereby incorporated as part of subject contract:

# **SUPPLIES OF SERVICES AND PRICES**

ITEMS: Fresh Milk and Dairy Items listed in Attachment 1 of this document.

CUSTOMERS: DoD Troop Customers in the Arkansas Zone listed in Attachment 2 of this document.

FOB TERMS: FOB Destination for all items.

**CATALOG #:** DoD Troop customers will order under SPE300-22-D-V017. Hiland Dairy will invoice in accordance with the customer's orders.

Hiland Dairy will not invoke any additional charges for emergency orders (defined as an order that is placed for same day delivery).

### **DELIVERIES AND PERFORMANCE**

The following are the designated plant locations for the performance of this contract for all contract line items:

#### Places of Performance:

Hiland Dairy 1133 E. Kearney Street Springfield, MO 65801

Hiland Dairy - Little Rock 6901 Interstate 30 Little Rock, AR 72209

Hiland Dairy - Memphis 2040 Madison Ave. Memphis, TN 72209

Hiland Dairy 302 S. Porter Norman, OK 70371

Hiland Dairy - Chandler 1100 Thunderbird Road Chandler, OK 74834

Hiland - Wichita 700 E. Central Wichita, KS 67201

Hiland Dairy 301 E. 15th St. Fayetteville, AR 72701

Hiland - Ft Smith 301 N. 10<sup>th</sup> St. Fort Smith, AR 65801

Hiland - Fayetteville 301 E. 15<sup>th</sup> St. Fayetteville, AR 72701

Jasper Products 3877 E 27<sup>th</sup> Street

Joplin, MO 64804

Prairie Farms 1800 Adams St. Granite City, IL 62040

## 52.212-3 Offeror Representations and Certifications -- Commercial Products and Commercial Services.

As prescribed in 12.301(b)(2), insert the following provision:

Offeror Representations and Certifications -- Commercial Products and Commercial Services (May 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 <a href="https://www.sam.gov">https://www.sam.gov</a>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v)) of this provision.

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

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

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

Forced or indentured child labor means all work or service --

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

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

*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 <u>6</u> <u>U.S.C. 395(b)</u>, applied in accordance with the rules and definitions of <u>6 U.S.C. 395(c)</u>.

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 <u>52.204-25</u>, 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 --
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3)of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern --

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

Small business concern --

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

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that --

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by --
- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding 750,000 after taking into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.

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

(b)

- (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.
- (2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <a href="http://www.sam.gov">http://www.sam.gov</a>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted

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or updated in the last 12 months	fferor Representations and Certifications-Commercial Products and Commercial Representations and Commercial Products and Commercial Representation and Commercial Representations and Commercial Representation (including commercial Representation (including commercial Representation Commercial Representation Commercial Representation Commercial Representation (including commercial Representation Commercial Representation Commercial Representation Commercial Representation Commercial Representation (including commercial Representation Commerc	ing the business size standard(s)
[Offeror to identify the a this solicitation only, if any.	pplicable paragraphs at (c) through (v) of this provision that the offeror has	completed for the purposes of
These amended repres as of the date of this offer.	rentation(s) and/or certification(s) are also incorporated in this offer and are	current, accurate, and complete
Any changes provided certifications posted electronically	by the offeror are applicable to this solicitation only, and do not result in an $arphi$ on SAM.]	update to the representations and
	the following representations when the resulting contract is for supplies to rits outlying areas, or when the contracting officer has applied part 19 in a	
(1) Small business cond	cern. The offeror represents as part of its offer that it $\square$ is, $\square$ is not a small but	usiness concern.
	all business concern. [Complete only if the offeror represented itself as a smoor represents as part of its offer that it $\Box$ is, $\Box$ is not a veteran-owned small b	
	teran-owned small business concern. [Complete only if the offeror represeraph (c)(2) of this provision.] The offeror represents as part of its offer that it neern.	
	d business concern. [Complete only if the offeror represented itself as a small represents, that it $\square$ is, $\square$ is not a small disadvantaged business concern a	
	Il business concern. [Complete only if the offeror represented itself as a small prepresents that it $\square$ is, $\square$ is not a women-owned small business concern.	all business concern in paragraph
(6) WOSB concern elig business concern in paragraph (c	ible under the WOSB Program. [Complete only if the offeror represented i )(5) of this provision.] The offeror represents that-	tself as a women-owned small
	WOSB concern eligible under the WOSB Program, has provided all the recumstances or adverse decisions have been issued that affects its eligibility;	
(6)(i) of this provision is accu [The offeror shall enter the name participating in the joint venture	joint venture that complies with the requirements of 13 CFR part 127, and the rate for each WOSB concern eligible under the WOSB Program part or names of the WOSB concern eligible under the WOSB Program and re: ] Each WOSB concern eligible under the WOSB Program and copy of the WOSB representation.	articipating in the joint venture. other small businesses that are
	vantaged women-owned small business (EDWOSB) concern. [Complete oner the WOSB Program in (c)(6) of this provision.] The offeror represents that	
	n EDWOSB concern, has provided all the required documents to the WOSI ns have been issued that affects its eligibility; and	3 Repository, and no change in
(7)(i) of this provision is accurate the EDWOSB concern and oth	joint venture that complies with the requirements of 13 CFR part 127, and the for each EDWOSB concern participating in the joint venture. [The offeror seer small businesses that are participating in the joint venture:	shall enter the name or names of
Note: Complete para	agraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the sir	nplified acquisition threshold.
	iness concern (other than small business concern). [Complete only if the off self as a small business concern in paragraph (c)(1) of this provision.] The	

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus

a women-owned business concern.

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areas in which costs to be incurre	ed on account of manufacturing or production (by offeror or first-tier subcon	tractors) amount to more than 50
	siness concern. [Complete only if the offeror represented itself as a small be epresents, as part of its offer, that -	usiness concern in paragraph (c)
Small Business Concerns maintai	HUBZone small business concern listed, on the date of this representation, and the Small Business Administration, and no material changes in owner have occurred since it was certified in accordance with 13 CFR Part 126;	ership and control, principal office,
paragraph (c)(10)(i) of this proving [The offeror shall enter the names	HUBZone joint venture that complies with the requirements of 13 CFR Participant is accurate for each HUBZone small business concern participating of each of the HUBZone small business concerns participating in the HUBZone joint venture shall submit a seconcern participating in the HUBZone joint venture shall submit a	in the HUBZone joint venture. Zone joint venture:]
(d) Representations requ	uired to implement provisions of Executive Order11246-	
(1) Previous contracts and con	npliance. The offeror represents that-	
(i) It $\square$ has, $\square$ has no	ot participated in a previous contract or subcontract subject to the Equal Opp	portunity clause of this solicitation;
(ii) It □ has, □ has no	ot filed all required compliance reports.	
(2) Affirmative Action Co	ompliance. The offeror represents that-	
	d and has on file, $\Box$ has not developed and does not have on file, at each egulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or	establishment, affirmative action
(ii) It $\square$ has not previ of the Secretary of Labor.	ously had contracts subject to the written affirmative action programs require	ement of the rules and regulations
contract is expected to exceed \$1 appropriated funds have been pai a Member of Congress, an office the award of any resultant contrathe offeror with respect to this co	Payments to Influence Federal Transactions (31 <a href="http://uscode.house.gov/">http://uscode.house.gov/</a> 50,000.) By submission of its offer, the offeror certifies to the best of its known of or will be paid to any person for influencing or attempting to influence and or or employee of Congress or an employee of a Member of Congress on his ct. If any registrants under the Lobbying Disclosure Act of 1995 have made attract, the offeror shall complete and submit, with its offer, OMB Standard For the registrants. The offeror need not report regularly employed officers or estation were made.	wledge and belief that no Federal officer or employee of any agency, is or her behalf in connection with le a lobbying contact on behalf of form LLL, Disclosure of Lobbying
(f) Buy American Certificat included in this solicitation.)	e. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.22	25-1, Buy American-Supplies, is
(1)		
(i) The Offeror certifies that each	ch end product, except those listed in paragraph (f)(2) of this provision, is a	domestic end product.
(ii) The Offeror shall domestic end products.	list as foreign end products those end products manufactured in the United	States that do not qualify as
(iii) The terms "dome this solicitation entitled "Buy Ame	estic end product," "end product," "foreign end product," and "United States rican-Supplies."	s" are defined in the clause of
(2) Foreign End Produc	ts:	

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[List as necessary]		
	Il evaluate offers in accordance with the policies and procedures of FAR part	t 25.
(g)		
(1) Buy American-Free Trade	Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAAct, is included in this solicitation.)	AR <u>52.225-3</u> , Buy American-Free
(i)		
(A) The Offeror certifies that ea	ach end product, except those listed in paragraph (g)(1)(ii) or (iii) of this prov	ision, is a domestic end product.
"foreign end product," "Free Trae	ahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "dome de Agreement country," "Free Trade Agreement country end product," "Is of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Tra	sraeli end product," and "United
(ii) The Offeror certif Moroccan, Omani, Panamanian, American-Free Trade Agreement	fies that the following supplies are Free Trade Agreement country end prod or Peruvian end products) or Israeli end products as defined in the clause s-Israeli Trade Act."	lucts (other than Bahrainian, e of this solicitation entitled "Buy
	ent Country End Products (Other than Bahrainian, Moroccan, Omani, Panam	anian, or Peruvian End Products)
or Israeli End Products:		
[List as necessary]		
provision) as defined in the clause	I list those supplies that are foreign end products (other than those listed in e of this solicitation entitled "Buy American-Free Trade Agreements-Israeli T end products manufactured in the United States that do not qualify as domes	rade Act." The Offeror shall list as
Other Foreign End P	roducts:	
[List as necessary]		
(iv) The Governmen	t will evaluate offers in accordance with the policies and procedures of FAR	<u>part 25</u> .
	Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to itute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provided in the control of the basic provided in the basic p	
(g)(1)(ii) The offeror cert "Buy American-Free Trade Agree	tifies that the following supplies are Canadian end products as defined in the ements-Israeli Trade Act":	clause of this solicitation entitled

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Canadian End Products	:	
[List as necessary]		
	Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to tute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic pro	
	tifies that the following supplies are Canadian end products or Israeli end pro rican-Free Trade Agreements-Israeli Trade Act":	oducts as defined in the clause of
Canadian or Israeli End	· ·	
[List as necessary]		
	Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate II tute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic pro	
	tifies that the following supplies are Free Trade Agreement country end promanian, or Peruvian end products) or Israeli end products as defined in the ements-Israeli Trade Act":	
Free Trade Agreement Products) or Israeli End Products	Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, :	Panamanian, or Peruvian End
, in the second		
[List as necessary]		
(5) Trade Agreements	Certificate. (Applies only if the clause at FAR <u>52.225-5</u> , Trade Agreements, is	s included in this solicitation.)
	es that each end product, except those listed in paragraph $(g)(5)(ii)$ of this as defined in the clause of this solicitation entitled "Trade Agreements."	provision, is a U.Smade or
(ii) The offeror shall	list as other end products those end products that are not U.Smade or des	ignated country end products.
Other End Products:		

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[List as necessary]		
by the WTO GPA, the Governmer the Buy American statute. The G	will evaluate offers in accordance with the policies and procedures of FAF at will evaluate offers of U.Smade or designated country end products we sovernment will consider for award only offers of U.Smade or designate that there are no offers for such products or that the offers for such products or the other products of the other products or the ot	ithout regard to the restrictions of ted country end products unless
	Responsibility Matters (Executive Order 12689). (Applies only if the control.) The offeror certifies, to the best of its knowledge and belief, that the offer	
(1) $\square$ Are, $\square$ are not presany Federal agency;	sently debarred, suspended, proposed for debarment, or declared ineligib	le for the award of contracts by
them for: commission of fraud or a government contract or subcontra	within a three-year period preceding this offer, been convicted of or had a criminal offense in connection with obtaining, attempting to obtain, or pact; violation of Federal or state antitrust statutes relating to the submitery, falsification or destruction of records, making false statements, tax evaluations.	erforming a Federal, state or loca ssion of offers; or commission o
(3) $□$ Are, $□$ are not presof these offenses enumerated in particles.	sently indicted for, or otherwise criminally or civilly charged by a Government aragraph (h)(2) of this clause; and	ent entity with, commission of any
	within a three-year period preceding this offer, been notified of any delinq 4-5(a)(2) for which the liability remains unsatisfied.	uent Federal taxes in an amount
(i) Taxes are consider	red delinquent if both of the following criteria apply:	
	<i>is finally determined</i> . The liability is finally determined if it has been assignistrative or judicial challenge. In the case of a judicial challenge to the rights have been exhausted.	
	s delinquent in making payment. A taxpayer is delinquent if the taxpayer quired. A taxpayer is not delinquent in cases where enforced collection act	
(ii) Examples.		
proposed tax deficiency. This is no	a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxp of a delinquent tax because it is not a final tax liability. Should the taxpayaxpayer has exercised all judicial appeal rights.	
(B) The IRS has fil	led a notice of Federal tax lien with respect to an assessed tax liability, an	d 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 filling. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor

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Certification as to Forced or Inder	ntured Child Labor	r, unless excluded a	<u>22.1503(</u> b).]		
(1) Listed end products.					
		-			
(2) Certification. [If the of the offeror must certify to either (i,				rigin in parag	graph (i)(1) of this provision, then
(i) The offeror will no manufactured in the corresponding			aragraph (i)(1) of this provi	ision that w	as mined, produced, or
(ii) The offeror may s the corresponding country as list indentured child labor was used t efforts, the offeror certifies that it i	ted for that producto mine, produce,	ct. The offeror certific or manufacture any	es that it has made a good such end product furnished	faith effort	
(j) Place of manufacture. (I statistical purposes only, the offe this solicitation is predominantly-					nanufactured end products.) For pects to provide in response to
(1) $\square$ In the United Star States exceeds the total anticipate			pated price of offered end factured outside the United		anufactured in the United
(2) $\square$ Outside the United	d States.				
(k) Certificates regarding e compliance with respect to the coservices.) [The contracting officer	ontract also constit	tutes its certification	as to compliance by its sul		rtification by the offeror as to its if it subcontracts out the exemp
(1) Maintenance, calibra certify that -	ation, or repair of	certain equipment a	ns described in FAR 22.100	<u>)3-4(</u> c)(1). T	he offeror □ does □ does not
(i) The items of equi sold or traded by the offeror (or so of normal business operations;					overnmental purposes and are the general public in the course
(ii) The services will (c)(2)(ii)) for the maintenance, cal				atalog or ma	rket prices (see FAR 22.1003-4
(iii) The compensation same as that used for these employers					c under the contract will be the al customers.
(2) Certain services as	described in FAR	<u>22.1003-4</u> (d)(1). The	e offeror □ does □ does not	t certify that-	
(i) The services und the offeror (or subcontractor in the business operations;			regularly to non-Governme o the general public in sub		
(ii) The contract ser FAR <u>22.1003-4(d)(2)(iii));</u>	vices will be furnis	shed at prices that	are, or are based on, esta	ablished cat	alog or market prices (see
(iii) Each service em monthly average of less than 20 contract period if the contract peri	percent of the ava	ailable hours on an	annualized basis, or less th		nall portion of his or her time (a ent of available hours during the

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

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(3) If paragraph (k)(1) o	r (k)(2) of this clause applies -					
	not certify to the conditions in paragraph $(k)(1)$ or $(k)(2)$ and the Contracting letermination to the solicitation, the offeror shall notify the Contracting Office					
	Officer may not make an award to the offeror if the offeror fails to execute the ct the Contracting Officer as required in paragraph (k)(3)(i) of this clause.	e certification in paragraph (k)(1)				
(I) <i>Taxpayer Identification</i> nformation to the SAM to be eligi	Number (TIN) ( <u>26 U.S.C. 6109, 31 U.S.C. 7701</u> ). (Not applicable if the off ble for award.)	eror is required to provide this				
	pmit the information required in paragraphs (I)(3) through (I)(5) of this provisics and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050 ervice (IRS).					
with the Government ( 31 U.S.C.	ed by the Government to collect and report on any delinquent amounts arisin 7701(c)(3)). If the resulting contract is subject to the payment reporting require matched with IRS records to verify the accuracy of the offeror's TIN.					
(3) Taxpayer Identificati	ion Number (TIN).					
TIN:						
TIN has been applied	for.					
TIN is not required be	ecause:					
	ent alien, foreign corporation, or foreign partnership that does not have income the United States and does not have an office or place of business or a					
Offeror is an agency	or instrumentality of a foreign government;					
Offeror is an agency	or instrumentality of the Federal Government.					
(4) Type of organization	1.					
Sole proprietorship;						
Partnership;						
Corporate entity (not	tax-exempt);					
Corporate entity (tax-	-exempt);					
Government entity (F	ederal, State, or local);					
Foreign government;						
International organiza	International organization per 26 CFR1.6049-4;					
Other						
(5) Common parent.						
Offeror is not owned	or controlled by a common parent;					
Name and TIN of cor	nmon parent:					
Name	<del>.</del>					

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(m) Restricted business o	perations in Sudan. By submission of its offer, the offeror certifies that the	e offeror does not conduct
(n) Prohibition on Contra	acting with Inverted Domestic Corporations.	
	not permitted to use appropriated (or otherwise made available) funds for diary of an inverted domestic corporation, unless the exception at $\underline{9.108-2}$ (ocedures at $\underline{9.108-4}$ .	
(2) Representation. The	e Offeror represents that -	
(i) It $\square$ is, $\square$ is not ar	n inverted domestic corporation; and	
(ii) It □ is, □ is not a	subsidiary of an inverted domestic corporation.	
(o) Prohibition on contra	acting with entities engaging in certain activities or transactions relating to Ira	n.
(1) The offeror shall e-mail que	estions concerning sensitive technology to the Department of State at CISAL	)A106@state.gov.
(2) Representation and provision, by submission of its off	Certifications. Unless a waiver is granted or an exception applies as provier, the offeror-	ided in paragraph (o)(3) of this
	e best of its knowledge and belief, that the offeror does not export any sensit Is owned or controlled by, or acting on behalf or at the direction of, the gover	
	offeror, or any person owned or controlled by the offeror, does not engage section 5 of the Iran Sanctions Act; and	je in any activities for which
exceeds the threshold at FAR <u>25</u> nterests in property of which are	offeror, and any person owned or controlled by the offeror, does not knowin .703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, age blocked pursuant to the International Emergency Economic Powers Act d Persons List at <a href="https://www.treasury.gov/resource-center/sanctions/SDN-L">https://www.treasury.gov/resource-center/sanctions/SDN-L</a>	ents, or affiliates, the property and (et seq.) (see OFAC's Specially
(3) The representation	and certification requirements of paragraph (o)(2) of this provision do not app	oly if-
(i) This solicitation in	ncludes a trade agreements certification (e.g., $52.212-3$ (g) or a comparable a	gency provision); and
(ii) The offeror has c	ertified that all the offered products to be supplied are designated country er	nd products.
(p) <i>Ownership or Control o</i> nave a unique entity identifier in t	of Offeror. (Applies in all solicitations when there is a requirement to be regis the solicitation).	tered in SAM or a requirement to
	nts that it $\square$ has or $\square$ does not have an immediate owner. If the Offeror hathen the Offeror shall respond to paragraph (2) and if applicable, paragraph	
(2) If the Offeror indicat	es "has" in paragraph (p)(1) of this provision, enter the following information:	
Immediate owner CAGE	code:	
Immediate owner legal r	name:	
(Do not use a "doing but	siness as" name)	
Is the immediate owner	owned or controlled by another entity: $\square$ Yes or $\square$ No.	
(3) If the Offeror indicat another entity, then enter the follo	es "yes" in paragraph $(p)(2)$ of this provision, indicating that the immediate owing information:	owner is owned or controlled by
Highest-level owner CA	GE code:	

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Highest-level owner lega	al name:	
(Do not use a "doing bus	siness as" name)	
(q) Representation by Corp	porations Regarding Delinquent Tax Liability or a Felony Conviction under a	ny Federal Law.
	ons 744 and 745 of Division E of the Consolidated and Further Continuing a , if contained in subsequent appropriations acts, The Government will n	
exhausted or have lapsed, and th the tax liability, where the awardir	Federal tax liability that has been assessed, for which all judicial and admi at is not being paid in a timely manner pursuant to an agreement with the a ng agency is aware of the unpaid tax liability, unless an agency has consid mination that suspension or debarment is not necessary to protect the intere	authority responsible for collecting lered suspension or debarment of
agency is aware of the conviction	f a felony criminal violation under any Federal law within the preceding 24 n, unless an agency has considered suspension or debarment of the corpora protect the interests of the Government.	
(2) The Offeror represer	nts that -	
	corporation that has any unpaid Federal tax liability that has been assess on exhausted or have lapsed, and that is not being paid in a timely manner put the tax liability; and	
(ii) It is $\square$ is not $\square$ a months.	corporation that was convicted of a felony criminal violation under a Feder	al law within the preceding 24
(r) Predecessor of Offeror. Reporting.)	(Applies in all solicitations that include the provision at <u>52.204-16</u> , Commercial	cial and Government Entity Code
(1) The Offeror represer three years.	nts that it $\square$ is or $\square$ is not a successor to a predecessor that held a Federal	contract or grant within the last
	licated "is" in paragraph (r)(1) of this provision, enter the following information e last three years (if more than one predecessor, list in reverse chronological	
Predecessor CAGE of	code: (or mark "Unknown").	
Predecessor legal na	me:	
(Do not use a "doing	business as" name).	
(s) [Reserved].		
(t) Public Disclosure of Gre SAM ( <u>12.301(</u> d)(1)).	eenhouse Gas Emissions and Reduction Goals. Applies in all solicitations t	hat require offerors to register in
	shall be completed if the Offeror received \$7.5 million or more in contract a al if the Offeror received less than \$7.5 million in Federal contract awards in	
(2) Representation. [6	Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].	
emissions, i.e., makes available o	th its immediate owner or highest-level owner) $\square$ does, $\square$ does not public on a publicly accessible website the results of a greenhouse gas inventory, available and consistently applied criteria, such as the Greenhouse Gas Program of the contract of t	performed in accordance with an
	for through its immediate owner or highest-level owner) $\square$ does, $\square$ does notion goal, i.e., make available on a publicly accessible website a target quantity or percentage.	

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(iii) A publicly acces reporting program.	sible website includes the Offeror's own website or a recognized, third-par	ty greenhouse gas emissions	
	ed "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the nhouse gas emissions and/or reduction goals are reported:	Offeror shall provide the publicly	
(u)			
113-235) and its successor provisure not permitted to use approsubcontractors of such entity see otherwise restricting such employ	n 743 of Division E, Title VII, of the Consolidated and Further Continuing Asions in subsequent appropriations acts (and as extended in continuing respirated (or otherwise made available) funds for contracts with an eneking to report waste, fraud, or abuse to sign internal confidentiality agreem sees or subcontractors from lawfully reporting such waste, fraud, or abuse to rederal department or agency authorized to receive such information.	solutions), Government agencies tity that requires employees or nents or statements prohibiting or	
(Classified Information Nondisclos	paragraph (u)(1) of this provision does not contravene requirements applications applicated by the sure Agreement), Form 4414 (Sensitive Compartmented Information Nondistret or agency governing the nondisclosure of classified information.		
comply with internal confidential lawfully reporting waste, fraud, or	submission of its offer, the Offeror represents that it will not require its emploity agreements or statements prohibiting or otherwise restricting such er abuse related to the performance of a Government contract to a designated that the designated of the designated that of the performance of the contract to a designated that the designation is against the designation of the contract of the contract of the designation of the contract of the	nployees or subcontractors from I investigative or law enforcement	
(v) Covered Telecommunio	cations Equipment or Services-Representation. Section 889(a)(1)(A) and se	ction 889 (a)(1)(B) of Public Law	
	view the list of excluded parties in the System for Award Management (SA ederal awards for "covered telecommunications equipment or services".	M) ( https://www.sam.gov) for	
(2) The Offeror represe	nts that -		
	not provide covered telecommunications equipment or services as a part of ce of any contract, subcontract, or other contractual instrument.	its offered products or services to	
	a reasonable inquiry for purposes of this representation, that it $\square$ does, $\square$ or services, or any equipment, system, or service that uses covered to		
(End of Provision)			
Part 12 Clauses			
52.204-19 INCORPORATION B	Y REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC	2014) FAR	
252.204-7009 LIMITATIONS ON INFORMATION (OCT 2016) D	N THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPOR FARS	TED CYBER INCIDENT	
52.232-40 PROVIDING ACCEL	ERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NO	V 2021) FAR	
52.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES JAN 2021) DFARS			

**Attachments** 

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# Attachments (CONTINUED)

# **List of Attachments**

Description	File Name
ATTACH_ATTACHMENT_	ATTACHMENT 1 -
1SCHEDULE_OF_ITE	Schedule of Items Group 1.
MS	xlsx
ATTACH_ATTACHMENT_	ATTACHMENT 2 - Delivery
2DELIVERY_SCHEDU	Schedule Group 1.xlsx
LE	