A group of people standing in front of a city

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**Business Proposal**

**Submitted By:**

Stealth Solutions, Inc.

**SBA Certified 8(a) Program Participant**

**SAM UEI: RCMZNAHAZ7D9**

**GSA MAS Contract: 47QTCA22D0053**

46191 Westlake Dr. #112

Sterling, VA 20165

Rahul Sundrani

[Rahul.Sundrani@Stealth-US.com](mailto:Rahul.Sundrani@Stealth-US.com)

571-230-5642

**Stealth Solutions, Inc.**

**Response**

**to**

**The Government Publishing Office (GPO)**

**askGPO Salesforce** **Platform**

**SOLICITATION NUMBER: 040ADV-24-R-0058**

**July 26, 2024**

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Rahul Sundrani

[Rahul.Sundrani@Stealth-US.com](mailto:Rahul.Sundrani@Stealth-US.com)

571-230-5642

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Form 1449

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**Part 1 Proposed Prices**

As requested by the government, we have completed the pricing sheet “Attachment J.2 Price Sheet-LOE - Amendment.1721240446187.xlsx” with the following considerations:

1. Pricing is provided in USD, rounded to two decimal places.
2. A separate spreadsheet tab contains our partner Southpoint’s detailed budget, which is linked as a line item within our (Stealth) budget.
3. All Excel formulas and calculations are visible.
4. The Excel file is unlocked, unprotected, and macro-free.
5. The Excel file is submitted as a separate attachment with our proposal and is also embedded within the business proposal.
6. Our partner has disclosed the proprietary information but will provide it to you separately.

The J.2 Price Sheet-LOE - Amendment.1721240446187.xlsx is included as a separate Excel spreadsheet.

**Part 2 - Price Narrative**

Team Stealth pricing is based on MAS contracts.

* Stealth MAS contract #47QTCA22D0053. Stealth GSA MAS Schedule can be accessed from the GSA eLibrary at: [GSA eLibrary Contractor Information](https://www.gsaelibrary.gsa.gov/ElibMain/contractorInfo.do?contractNumber=47QTCA22D0053&contractorName=STEALTH+SOLUTIONS+INC&executeQuery=YES)
* SouthPoint MAS Contract can be can be accessed from the GSA eLibrary at: [GSA eLibrary Contractor Information](https://www.gsaelibrary.gsa.gov/ElibMain/contractorInfo.do?contractNumber=47QTCA18D0048&contractorName=SOUTHPOINT+CONSULTING%2C+INC.&executeQuery=YES)

**Technical Approach and FTE Allocation by CLIN**

Our technical approach is designed to ensure seamless integration, efficient operation, and continuous enhancement of the askGPO system. This approach is tightly coupled with our FTE allocation across the three CLINs to ensure that the right resources are available to meet project requirements effectively. Below is a detailed breakdown of our technical approach aligned with the FTE allocation for each CLIN.

1. **CLIN 0001: askGPO Maintenance and Sustainability**

**FTE Allocation**:

* **Base Year**: 30% of FTEs
* **Subsequent Years**: 25% of FTEs

**Technical Approach**:

* **Transition Management**: In the base year, a significant portion of our efforts will focus on transitioning into the new contract. This includes knowledge transfer, system assessment, and establishing operational protocols.
* **Ongoing Maintenance**: Regular system updates, patch management, and bug fixes to ensure the system remains stable and secure.
* **Performance Monitoring**: Continuous monitoring of system performance to identify and address potential issues before they impact users.
* **User Support**: Providing timely support to users through a dedicated helpdesk to resolve any issues they encounter.

1. **CLIN 0002: askGPO New Development**

**FTE Allocation:**

* **Base Year:** 55% of FTEs
* **Subsequent Years:** 60% of FTEs

**Technical Approach**:

* **Agile Development**: Leveraging Agile methodologies to deliver new features and enhancements in iterative cycles. This ensures rapid development and deployment of functionalities aligned with user needs.
* **Integration**: Supporting numerous integrations with existing systems such as GEM, CMIAS, and USA spending. Our team will focus on seamless data flow and interoperability between these systems and Salesforce.
* **Data Migration**: Developing a comprehensive data migration plan to move data from legacy systems to Salesforce. This involves mapping data, cleansing, and validating to ensure accuracy and integrity.
* **User Feedback Loop**: Regularly engaging with users to gather feedback and prioritize new features. This ensures the system evolves in line with user expectations and business goals.

1. **CLIN 0003: askGPO Congressional Mandated Reports (CMR)**

**FTE Allocation**:

* **All Years: 15% of FTEs**

**Technical Approach**:

* **API-based Integration**: Focusing on API-based integration with content management systems to ensure that mandated reports are generated accurately and timely.
* **Compliance and Reporting**: Ensuring that all generated reports comply with federal regulations and standards. This includes developing templates and automated processes to streamline report generation.
* **Data Quality and Security**: Implementing rigorous data quality checks and security measures to protect sensitive information and ensure the integrity of reports.

**Summary of FTE Allocation and Technical Approach**

Our approach ensures that each CLIN is supported by the right mix of technical skills and resources. By allocating 30% of FTEs to Maintenance and Sustainability in the base year and 25% in subsequent years, we ensure that the askGPO system remains stable and user-friendly. The significant allocation to New Development (55% in the base year and 60% in subsequent years) reflects our commitment to continuous improvement and integration. Finally, the 15% allocation to Congressional Mandated Reports ensures that we meet all regulatory requirements efficiently.

This balanced allocation allows us to maintain high standards of performance, deliver new functionalities, and comply with reporting mandates, thereby driving overall project success.

**Pricing Assumptions**

1. **FTE Basis**: Pricing is based on 9 Full-Time Equivalents (FTEs) across all three CLINs, with each Team Stealth FTE working 1,920 hours per year.
2. **Base Year Allocation for CLIN 0001**: In the base year, 30% of FTEs are allocated to “CLIN 0001 askGPO Maintenance and Sustainability” to account for transitioning into the new contract. For subsequent years, this allocation is adjusted to 25%.
3. **Allocation for CLIN 0002**: “CLIN 0002 askGPO New Development” is allocated 55% of FTEs in the first year, increasing to 60% for the subsequent option years.
4. **Allocation for CLIN 0003**: “CLIN 0003 askGPO Congressional Mandated Reports (CMR)” is allocated 15% of FTEs.
5. **Appropriation Basis**: The allocation is based on our experience with similar Salesforce projects and our understanding of the scope from the SOW. Typically, O&M support ranges from 20% to 30%, varying with implementation complexity, integration count, and ticket volume. For CLIN 002, we estimate 60% due to numerous integrations and a large data migration. For CLIN 003, we estimate 15% based on our extensive experience with API-based integration with content management systems. Appropriation may be adjusted as Team Stealth gains deeper involvement and assesses the current codebase, integrations, data volume/quality, and support ticket volume.
6. **GSA MAS Schedule**: Prices are quoted per our GSA MAS Schedule with a yearly escalation of 3%.
7. **Work Location**: Resources are expected to work from the contractor's facility or remotely.
8. **Price Validity**: Pricing is valid for 90 days from the proposal submission date.

**Part 3 – Representations, Certifications, and other Statements of Offerors**

The Representations, Certifications, and Other Statements of Offeror as required in Section K is included in the full Section K that is provided in the Annex of this Business Proposal as instructed.

**Part 4 – Evidence of Responsibility**

Team Stealth, led by the Prime Stealth Solutions has provided our corporate capabilities in the separate Technical proposal as instructed. Stealth Solutions was incorporated in 2014 and since that time have never had an adverse review as evidenced in CPARS. Stealth has never been delinquent on any invoices and pays all employees on a bi-monthly basis. Samples of our Federal client past performance references have been provided in the Technical Proposal and we are pleased to provide bank references upon request.

**Part 5 – Letters of Commitment from Key Personnel**

Team Stealth is pleased to provide executed letters of commitment for the majority of our proposed personnel. The remaining few letters will be provided post proposal as allowed in the proposal instructions.

## Priya Jain – Commitment letter

July 18, 2024

Stealth Solutions, Inc.  
Attn: Rahul Sundrani, President  
46191 Westlake Dr. #112  
Sterling, VA. 20165

RE: **Letter of Commitment:** The Government Publishing Office (GPO), askGPO Salesforce Support Service Solicitation Number: 040ADV-24-R-0058

I, Priya Jain, offer this letter of commitment to Stealth Solutions, Inc., and agree to be a member of its consortium submitting a response to The Government Publishing Office (GPO) askGPO Salesforce Support Service Solicitation Number: 040ADV-24-R-0058. I commit to support the project for three years if the contract is awarded to Stealth Solutions, Inc. I hereby verify that all the information contained in my resume is correct and accurate.

Name: Priya Jain

Address: 24633 Salmon River Place Aldie VA

Telephone: 2016829376

Email: pjain1106@gmail.com

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Signature: Date: July 18, 2024

## Ernesto Hernandez – Commitment letter

July 18, 2024

Stealth Solutions, Inc.

Attn: Rahul Sundrani, President

46191 Westlake Dr. #112 Sterling, VA. 20165

RE: **Letter of Commitment:** The Government Publishing Office (GPO), askGPO Salesforce Support Service Solicitation Number: 040ADV-24-R-0058

I, Ernesto, offer this letter of commitment to Stealth Solutions, Inc., and agree to be a member of its consortium submitting a response to The Government Publishing Office (GPO) askGPO Salesforce Support Service Solicitation Number: 040ADV-24-R-0058. I commit to support the project for three years if the contract is awarded to Stealth Solutions, Inc. I hereby verify that all the information contained in my resume is correct and accurate.

Name: Ernesto Hernandez

Address: 5700 Collins Ave #9g, Miami Beach, FL 33140

Telephone: 917 657 4189

Email: ernesto.g.hernandez@gmail.com

Signature: Date: July 18, 2024

## Preetika Soni– Commitment letter

July 18, 2024

Stealth Solutions, Inc.  
Attn: Rahul Sundrani, President  
46191 Westlake Dr. #112  
Sterling, VA. 20165

RE: **Letter of Commitment:** The Government Publishing Office (GPO), askGPO Salesforce Support Service Solicitation Number: 040ADV-24-R-0058

I, Preetika, offer this letter of commitment to Stealth Solutions, Inc., and agree to be a member of its consortium submitting a response to The Government Publishing Office (GPO) askGPO Salesforce Support Service Solicitation Number: 040ADV-24-R-0058. I commit to support the project if the contract is awarded to Stealth Solutions, Inc. I hereby verify that all the information contained in my resume is correct and accurate.

Name: Preetika Soni

Address: 42897 Myerstown Manor Dr, Ashburn, VA

Telephone: 571-210-1792

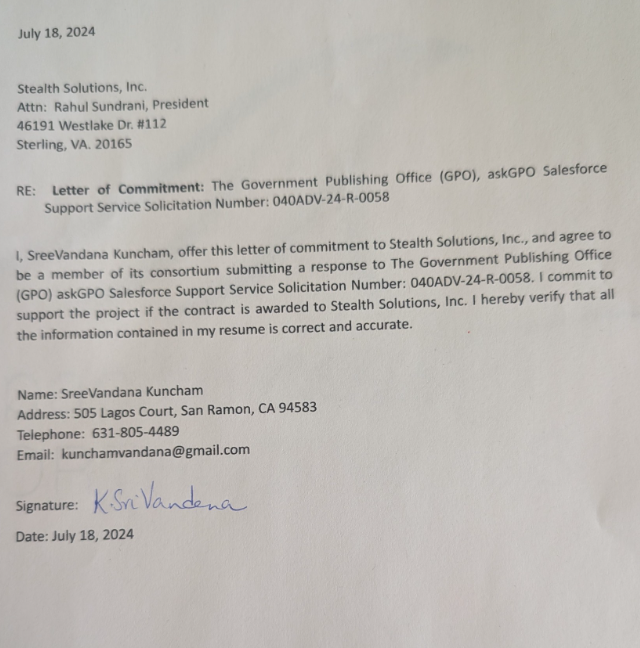
Email: preetika.soni@stealth-us.com

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Signature: Date: July 18, 2024

## Vandana Kuncham – Commitment letter



## Raj Polkam – Commitment letter

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1. Schedule K

***STEALTH SOLUTIONS***

**SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1 NOTICE LISTING SOLICITATION PROVISION INCORPORATED BY REFERENCE**

The following Contract clauses pertinent to this section are hereby incorporated by reference (by Citation, Number, Title, and Date) in accordance with the clause at MMAR 52.252 2 CLAUSES INCORPORATED BY REFERENCE in Section I of this Contract. Full text of the clauses is available at: https://gpointranet.gpo.gov/docs/default source/acquisition services/materials management acquisition regulation mmar ii.pdf

52.203 11 Certification and Disclosure Regarding Payments to Influence Certain  
Federal Transactions SEP 2007  
52.204 17 OWNERSHIP OR CONTROL OF OFFEROR AUG 2020  
52.204 19 Incorporation by Reference of Representations and Certifications DEC 2014  
52.209 2 Prohibition on Contracting With Inverted Domestic Corporations Representations NOV 2015

52.222 38 Compliance with Veterans Employment Reporting Requirements FEB 2016  
52.225 25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran Representation and Certifications JUN 2020  
52.227 15 Representation of Limited Rights Data and Restricted Computer Software (DEC 2007) 52.230 1 Cost Accounting Standards Notices and Certification (OCT 2015)

52.230 7 Proposal Disclosure Cost Accounting Practice Changes (APR 2005)

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

(a)The offeror certifies that

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to

(i) Those prices;  
(ii) The intention to submit an offer; or  
(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting  
competition.  
(b)Each signature on the offer is considered to be a certification by the signatory that the signatory  
(1)Is the person in the offeror s organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or  
(2)(i)Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision [insert full name of person(s) in the offeror s organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror s organization];  
(ii)As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and  
(iii)As an agent, has not personally participated, and will not participate, in  
any action contrary to paragraphs (a)(1) through (a)(3) of this provision.  
©If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the  
circumstances of the dis closure.

**K.3 52.204-3 Taxpayer Identification (Oct 1998)**

(a)Definitions.

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

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

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

©The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in 4.904,theTINprovidedhereundermaybematchedwithIRSrecords

to verify the accuracy of the Offeror s TIN. (d)TaxpayerIdentification Number (TIN).

[ ] TIN: 47-0983634

[ ] 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.  
€Type of organization.  
[ ] Sole proprietorship;  
[ ] Partnership;  
[ X] 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  
(f)Common parent.  
[X ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.  
[ ] Name and TIN of common parent:  
Name  
TIN

**K.4 52.204-8 Annual Representations and Certifications (Mar 2023]**

(a)(1)The North American Industry Classification System (NAICS) code for this acquisition is 541519. (2) The small business size standard is $19.5 million. (3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture,

(b)(1)The North American Industry Classification System (NAICS) code for this acquisition is [541519]. (1)The small business size standard is page3image11023360[$19,500]. (2)The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value added resellers under NAICS code 541519 if the acquisition

(i)Is set aside for small business and has a value above the simplified acquisition threshold.  
(ii)Uses the HUBZone price evaluation preference regardless of dollar  
value, unless the offeror waives the price evaluation preference; or

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

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

If the provision at 52.204 7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation.

The Offeror shall indicate which option applies by checking one of the following boxes:  
(i)X□ Paragraph (d) applies. Paragraph (d) does not apply, and the offeror has completed the individual representations and certifications in the solicitation. (c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:  
(i) 52.203 2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm fixed price contract or fixed price contract with economic price adjustment is contemplated, unless–

(A)The acquisition is to be made under the simplified acquisition procedures in part 13.  
(B)The solicitation is a request for technical proposals under two step sealed bidding procedures; or  
© The solicitation is for utility services for which rates are set by law or regulation.

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

(iii) 52.203 18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements Representation. This provision applies to all solicitations.  
(iv) 52.204 3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204 7, System for Award Management.

(v) 52.204 5, Women Owned Business (Other Than Small

Business). This provision applies to solicitations that  
(A)Are not set aside for small business concerns;  
(B)Exceed the simplified acquisition threshold; and  
©Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204 26, Covered Telecommunications Equipment or  
Services Representation. This provision applies to all solicitations.  
(vii) 52.209 2, Prohibition on Contracting with Inverted Domestic Corporations

Representation.  
(viii) 52.209 5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.  
(ix) 52.209 11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any  
Federal Law. This provision applies to all solicitations.  
(x) 52.214 14, Place of Performance Sealed Bidding. This  
provision applies to invitations for bids except those in which  
the place of performance is specified by the Government.  
(xi) 52.215 6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by  
the Government.  
(xii) 52.219 1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A)The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.  
(B)The provision with its Alternate I applies to solicitations issued by  
DoD, NASA, or the Coast Guard.

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

(xiii) 52.219 2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the  
United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).  
(xiv) 52.222 22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222  
26, Equal Opportunity.  
(xv) 52.222 25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222 26, Equal Opportunity.  
(xvi) 52.222 38, Compliance with Veterans Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified  
acquisition threshold and the contract is not for acquisition of commercial products or commercial services.  
(xvii) 52.223 1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA– designated items; or include the clause at 52.223 2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.  
(xviii) 52.223 4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–  
designated items.  
(xix) 52.223 22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals Representation. This provision applies to  
solicitations that include the clause at 52.204 7.)  
(xx) 52.225 2, Buy American Certificate. This provision applies to solicitations

containing the clause at 52.225 1.  
(xxi) 52.225 4, Buy American Free Trade Agreements Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225 3.

(A)If the acquisition value is less than $50,000, the basic provision applies. (B)If the acquisition value is $50,000 or more but is less than $92,319,  
the provision with its Alternate II applies.  
©If the acquisition value is $92,319 or more but is less than $100,000, the provision with its Alternate III applies.

(xxii) 52.225 6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225 5.  
(xxiii) 52.225 20, Prohibition on Conducting Restricted Business Operations in Sudan Certification. This provision applies to all solicitations.

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

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

(a) The following representations or certifications are applicable as indicated by the Contracting Officer:  
[Contracting Officer check as appropriate.]

(i) 52.204 17, Ownership or Control of Offeror.  
(ii) 52.204 20, Predecessor of Offeror.  
(iii) 52.222 18, Certification Regarding Knowledge of Child Labor for Listed End

Products.  
(iv) 52.222 48, Exemption from Application of the Service

Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

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

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

(vii) 52.227 6, Royalty Information.  
(A) Basic.  
(B) Alternate I.  
(viii) 52.227 15, Representation of Limited Rights Data and Restricted Computer Software.  
(b)The offeror has completed the annual representations and certifications electronically in SAM website accessed through https://www.sam.gov. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Clause # Title Date Change

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

**K.5 52.204-20 Predecessor of Offeror**

Commercial and Government Entity (CAGE) code means–

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code. Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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

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

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

Predecessor CAGE code: (or mark Unknown).  
Predecessor legal name:.(Do not use a doing business as name)

**K.6 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021).**

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

provision at 52.212 3.

(a)Definitions. As used in this provision—  
Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204 25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

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

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

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

(iii)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

(iv)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. (b) 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.  
(c) Representation.  
(d) The Offeror represents that—

(1) It □ will, □X will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds will in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—  
It □ does, □X does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds does in paragraph (d)(2) of this section.

(e) Disclosures.  
Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded will in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:  
(ii)For covered equipment—  
(1)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);  
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  
(A)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(i)For covered services—  
(A)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  
(B)If not associated with maintenance, the Product Service Code (PSC)  
of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

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

(i)For covered equipment—  
(A)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);  
(B)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 (b)(2) of this provision.  
(i)For covered services—  
(A)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  
(B)If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

**K.7 52.209-5 Certification Regarding Responsibility Matters (Aug 2020)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that (i) The Offeror and/or any of its Principals

(A)Are [ ] are not [X ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;  
(B)Have [ ] have not [X ], within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks have , the offeror shall also see 52.209 7, if included in this solicitation); Are [ ] are not [ X] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and (A)Have [ ], have not [X ], within a three year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104 5(a)(2) for which the liability remains unsatisfied.

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

(i)The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to liability, the liability is not finally determined until all judicial appeal rights have been exhausted. (ii)The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

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

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

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

(iv)The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).  
(v)The Offeror has [ ] has not [ X], within a 3 year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

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

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

(d)Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. (b)The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.8 52.209-7 Information Regarding Responsibility Matters (Oct 2018)**

Definitions. As used in this provision

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

Federal contracts and grants with total value greater than $10,000,000 means  
(1) The total value of all current, active contracts and grants, including all priced options; and (2) The total value of all current, active orders including all priced options under indefinite delivery, indefinite quantity, 8(a), or requirements contracts (including delivery and multiple award Schedules). Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(a)The offeror [ ] has [ X] does not have current active Federal contracts and  
grants with total value greater than $10,000,000.  
(b)If the offeror checked has in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions (i)In a criminal proceeding, a conviction.(ii)In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.(iii)In an administrative proceeding, a finding of fault and liability that results in

(A)The payment of a monetary fine or penalty of $5,000 or more; Or (B)The payment of a reimbursement, restitution, or damages in excess of $100,000.  
(i)In a criminal, civil, or administrative proceeding, a disposition of the matter by  
consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(ii)If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.  
(a)The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

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**K.9 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)**

(a)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.

(a) 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.

**K.10 52.215-6 Place of Performance (Oct 1997)**

(a)The offeror or respondent, in the performance of any contract resulting from this solicitation, □ intends, X□ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b)If the offeror or respondent checks intends in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, ZIP Code)

Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent

**K.11 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)**

The offeror represents that

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

**K.12 52.222-25 Affirmative Action Compliance (Apr 1984)**

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

**K.13 52.225-18 Place of Manufacture (Aug 2018)**

Definitions. As used in this provision  
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.

(a) 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 Outside the United States.

**K.14 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan Certification (Aug 2009)**

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

Marginalized populations of Sudan means

(1) Adversely affected groups in regions authorized to receive assistance  
under section 8(c) of the Darfur Peace and Accountability Act (Pub. L.  
109 344) (50 U.S.C. 1701 note); and  
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110 174).

Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate

(1) Are conducted under contract directly and exclusively with the  
regional government of southern Sudan;  
(2) Are conducted pursuant to specific authorization from the Office of  
Foreign Assets Control in the Department of the Treasury, or are  
expressly exempted under Federal law from the requirement to be  
conducted under such authorization;  
(3) Consist of providing goods or services to marginalized populations of Sudan; (4) Consist of providing goods or services to an internationally  
recognized peacekeeping force or humanitarian organization;  
(5) Consist of providing goods or services that are  
used only to promote health or education; or  
(6) Have been voluntarily suspended.  
(b) Certification. By submission of its offer, the offeror certifies that the  
offeror does not conduct any restricted business operations in Sudan.

**K.15 52.227-15 Representation of Limited Rights Data and Restricted Computer Software (Dec 2007)**

(a)This solicitation sets forth the Government s known delivery requirements for data (as defined in the clause at 52.227 14, Rights in Data General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227 16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data General clause at 52.227 14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor s facility.  
(b)By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states (offeror check appropriate block)  
( X) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or  
( ) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows

**©**Any identification of limited rights data or restricted computer software in the offeror s response is not determinative of the status of the data should a contract be awarded to the offeror.

**K.16 52.230-1 Cost Accounting Standards Notices and Certification (Jun 2020)**

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

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

(I)Disclosure Statement Cost Accounting Practices and Certification

(a)Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation ( ) 30.201 4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201 1.  
**(b)**Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror s proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.  
CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed to practice for pricing proposals or accumulating and reporting contract performance cost data.

**(a)**Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies

that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i)

original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant

Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii)

one copy to the cognizant Federal auditor.(Disclosure must be on Form No. CASB DS 1 or

CASB DS 2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: [ ] Name and Address of Cognizant ACO or Federal Official Where Filed: [ ]

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.  
(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows: Date of Disclosure Statement:

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

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

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

CAUTION: Offerors currently required to disclose because they were awarded a CAS covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90 day period following the cost accounting period in which the monetary exemption was exceeded. (I)Cost Accounting Standards Eligibility for Modified Contract Coverage  
If the offeror is eligible to use the modified provisions of 48 CFR 9903.201 2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[ X]The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201 2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.  
CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS covered prime contract or subcontract of $50 million or more.  
(I)Additional Cost Accounting Standards Applicable to Existing Contracts The offeror shall indicate below whether the award of the contemplated contract would,  
in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing  
contracts and subcontracts.

[ ]Yes[X ]No

**K.17 52.230-7 Proposal Disclosure Cost Accounting Practice Changes (Apr 2005)**

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

Yes No-X  
If the offeror checked Yes above, the offeror shall

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

**K.18 Authorized Negotiator**

The Offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

**K.19 Signature**

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

040ADV-24-R-0058 7/26/2024  
Stealth Solutions

Rahul Sundrani, President

A close-up of a signature

Description automatically generated

***SouthPoint Consulting***

***PART IV REPRESENTATIONS AND INSTRUCTIONS***

**SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

***STEALTH SOLUTIONS***

**K.1 NOTICE LISTING SOLICITATION PROVISION INCORPORATED BY REFERENCE**

The following Contract clauses pertinent to this section are hereby incorporated by reference (by Citation, Number, Title, and Date) in accordance with the clause at MMAR 52.252 2 CLAUSES INCORPORATED BY REFERENCE in Section I of this Contract. Full text of the clauses is available at: https://gpointranet.gpo.gov/docs/default source/acquisition services/materials management acquisition regulation mmar ii.pdf

52.203 11 Certification and Disclosure Regarding Payments to Influence Certain  
Federal Transactions SEP 2007  
52.204 17 OWNERSHIP OR CONTROL OF OFFEROR AUG 2020  
52.204 19 Incorporation by Reference of Representations and Certifications DEC 2014  
52.209 2 Prohibition on Contracting With Inverted Domestic Corporations Representations NOV 2015

52.222 38 Compliance with Veterans Employment Reporting Requirements FEB 2016  
52.225 25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran Representation and Certifications JUN 2020  
52.227 15 Representation of Limited Rights Data and Restricted Computer Software (DEC 2007) 52.230 1 Cost Accounting Standards Notices and Certification (OCT 2015)

52.230 7 Proposal Disclosure Cost Accounting Practice Changes (APR 2005)

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

(a)The offeror certifies that

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to

(i) Those prices;  
(ii) The intention to submit an offer; or  
(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting  
competition.  
(b)Each signature on the offer is considered to be a certification by the signatory that the signatory  
(1)Is the person in the offeror s organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or  
(2)(i)Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision [insert full name of person(s) in the offeror s organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror s organization];  
(ii)As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and  
(iii)As an agent, has not personally participated, and will not participate, in  
any action contrary to paragraphs (a)(1) through (a)(3) of this provision.  
©If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the  
circumstances of the dis closure.

**K.3 52.204-3 Taxpayer Identification (Oct 1998)**

(a)Definitions.

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

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

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

©The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in 4.904,theTINprovidedhereundermaybematchedwithIRSrecords

to verify the accuracy of the Offeror s TIN. (d)TaxpayerIdentification Number (TIN).

[ ] TIN: 27-1461282

[ ] 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.  
€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  
(f)Common parent.  
[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.  
[ ] Name and TIN of common parent:  
Name  
TIN

**K.4 52.204-8 Annual Representations and Certifications (Mar 2023]**

(a)(1)The North American Industry Classification System (NAICS) code for this acquisition is 541519. (2) The small business size standard is $19.5 million. (3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture,

(b)(1)The North American Industry Classification System (NAICS) code for this acquisition is [insertNAICS code]. (1)The small business size standard is page3image11023360[insert size standard]. (2)The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value added resellers under NAICS code 541519 if the acquisition

(i)Is set aside for small business and has a value above the simplified acquisition threshold.  
(ii)Uses the HUBZone price evaluation preference regardless of dollar  
value, unless the offeror waives the price evaluation preference; or

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

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

If the provision at 52.204 7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation.

The Offeror shall indicate which option applies by checking one of the following boxes:  
(i)□ Paragraph (d) applies. Paragraph (d) does not apply, and the offeror has completed the individual representations and certifications in the solicitation. (c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:  
(i) 52.203 2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm fixed price contract or fixed price contract with economic price adjustment is contemplated, unless–

(A)The acquisition is to be made under the simplified acquisition procedures in part 13.  
(B)The solicitation is a request for technical proposals under two step sealed bidding procedures; or  
© The solicitation is for utility services for which rates are set by law or regulation.

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

(iii) 52.203 18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements Representation. This provision applies to all solicitations.  
(iv) 52.204 3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204 7, System for Award Management.

(v) 52.204 5, Women Owned Business (Other Than Small

Business). This provision applies to solicitations that  
(A)Are not set aside for small business concerns;  
(B)Exceed the simplified acquisition threshold; and  
©Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204 26, Covered Telecommunications Equipment or  
Services Representation. This provision applies to all solicitations.  
(vii) 52.209 2, Prohibition on Contracting with Inverted Domestic Corporations

Representation.  
(viii) 52.209 5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.  
(ix) 52.209 11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any  
Federal Law. This provision applies to all solicitations.  
(x) 52.214 14, Place of Performance Sealed Bidding. This  
provision applies to invitations for bids except those in which  
the place of performance is specified by the Government.  
(xi) 52.215 6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by  
the Government.  
(xii) 52.219 1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A)The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.  
(B)The provision with its Alternate I applies to solicitations issued by  
DoD, NASA, or the Coast Guard.

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

(xiii) 52.219 2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the  
United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).  
(xiv) 52.222 22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222  
26, Equal Opportunity.  
(xv) 52.222 25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222 26, Equal Opportunity.  
(xvi) 52.222 38, Compliance with Veterans Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified  
acquisition threshold and the contract is not for acquisition of commercial products or commercial services.  
(xvii) 52.223 1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA– designated items; or include the clause at 52.223 2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.  
(xviii) 52.223 4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–  
designated items.  
(xix) 52.223 22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals Representation. This provision applies to  
solicitations that include the clause at 52.204 7.)  
(xx) 52.225 2, Buy American Certificate. This provision applies to solicitations

containing the clause at 52.225 1.  
(xxi) 52.225 4, Buy American Free Trade Agreements Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225 3.

(A)If the acquisition value is less than $50,000, the basic provision applies. (B)If the acquisition value is $50,000 or more but is less than $92,319,  
the provision with its Alternate II applies.  
©If the acquisition value is $92,319 or more but is less than $100,000, the provision with its Alternate III applies.

(xxii) 52.225 6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225 5.  
(xxiii) 52.225 20, Prohibition on Conducting Restricted Business Operations in Sudan Certification. This provision applies to all solicitations.

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

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

(a) The following representations or certifications are applicable as indicated by the Contracting Officer:  
[Contracting Officer check as appropriate.]

(i) 52.204 17, Ownership or Control of Offeror.  
(ii) 52.204 20, Predecessor of Offeror.  
(iii) 52.222 18, Certification Regarding Knowledge of Child Labor for Listed End

Products.  
(iv) 52.222 48, Exemption from Application of the Service

Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

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

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

(vii) 52.227 6, Royalty Information.  
(A) Basic.  
(B) Alternate I.  
(viii) 52.227 15, Representation of Limited Rights Data and Restricted Computer Software.  
(b)The offeror has completed the annual representations and certifications electronically in SAM website accessed through https://www.sam.gov. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Clause # Title Date Change

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

**K.5 52.204-20 Predecessor of Offeror**

Commercial and Government Entity (CAGE) code means–

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code. Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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

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

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

Predecessor CAGE code: (or mark Unknown).  
Predecessor legal name:.(Do not use a doing business as name)

**K.6 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021).**

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

provision at 52.212 3.

(a)Definitions. As used in this provision—  
Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204 25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

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

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

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

(iii)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

(iv)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. (b) 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.  
(c) Representation.  
(d) The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds will in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—  
It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds does in paragraph (d)(2) of this section.

(e) Disclosures.  
Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded will in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:  
(ii)For covered equipment—  
(1)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);  
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  
(A)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(i)For covered services—  
(A)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  
(B)If not associated with maintenance, the Product Service Code (PSC)  
of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

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

(i)For covered equipment—  
(A)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);  
(B)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 (b)(2) of this provision.  
(i)For covered services—  
(A)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  
(B)If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

**K.7 52.209-5 Certification Regarding Responsibility Matters (Aug 2020)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that (i) The Offeror and/or any of its Principals

(A)Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;  
(B)Have [ ] have not [ ], within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks have , the offeror shall also see 52.209 7, if included in this solicitation); Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and (A)Have [ ], have not [ ], within a three year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104 5(a)(2) for which the liability remains unsatisfied.

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

(i)The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to liability, the liability is not finally determined until all judicial appeal rights have been exhausted. (ii)The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

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

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

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

(iv)The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).  
(v)The Offeror has [ ] has not [ ], within a 3 year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

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

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

(d)Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. (b)The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.8 52.209-7 Information Regarding Responsibility Matters (Oct 2018)**

Definitions. As used in this provision

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

Federal contracts and grants with total value greater than $10,000,000 means  
(1) The total value of all current, active contracts and grants, including all priced options; and (2) The total value of all current, active orders including all priced options under indefinite delivery, indefinite quantity, 8(a), or requirements contracts (including delivery and multiple award Schedules). Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(a)The offeror [ ] has [ ] does not have current active Federal contracts and  
grants with total value greater than $10,000,000.  
(b)If the offeror checked has in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions (i)In a criminal proceeding, a conviction.(ii)In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.(iii)In an administrative proceeding, a finding of fault and liability that results in

(A)The payment of a monetary fine or penalty of $5,000 or more; Or (B)The payment of a reimbursement, restitution, or damages in excess of $100,000.  
(i)In a criminal, civil, or administrative proceeding, a disposition of the matter by  
consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(ii)If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.  
(a)The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

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**K.9 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)**

(a)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.

(a) 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.

**K.10 52.215-6 Place of Performance (Oct 1997)**

(a)The offeror or respondent, in the performance of any contract resulting from this solicitation, □ intends, □ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b)If the offeror or respondent checks intends in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, ZIP Code)

Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent

**K.11 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)**

The offeror represents that

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

**K.12 52.222-25 Affirmative Action Compliance (Apr 1984)**

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

**K.13 52.225-18 Place of Manufacture (Aug 2018)**

Definitions. As used in this provision  
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.

(a) 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 Outside the United States.

**K.14 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan Certification (Aug 2009)**

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

Marginalized populations of Sudan means

(1) Adversely affected groups in regions authorized to receive assistance  
under section 8(c) of the Darfur Peace and Accountability Act (Pub. L.  
109 344) (50 U.S.C. 1701 note); and  
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110 174).

Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate

(1) Are conducted under contract directly and exclusively with the  
regional government of southern Sudan;  
(2) Are conducted pursuant to specific authorization from the Office of  
Foreign Assets Control in the Department of the Treasury, or are  
expressly exempted under Federal law from the requirement to be  
conducted under such authorization;  
(3) Consist of providing goods or services to marginalized populations of Sudan; (4) Consist of providing goods or services to an internationally  
recognized peacekeeping force or humanitarian organization;  
(5) Consist of providing goods or services that are  
used only to promote health or education; or  
(6) Have been voluntarily suspended.  
(b) Certification. By submission of its offer, the offeror certifies that the  
offeror does not conduct any restricted business operations in Sudan.

**K.15 52.227-15 Representation of Limited Rights Data and Restricted Computer Software (Dec 2007)**

(a)This solicitation sets forth the Government s known delivery requirements for data (as defined in the clause at 52.227 14, Rights in Data General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227 16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data General clause at 52.227 14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor s facility.  
(b)By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states (offeror check appropriate block)  
( ) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or  
( ) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows

**©**Any identification of limited rights data or restricted computer software in the offeror s response is not determinative of the status of the data should a contract be awarded to the offeror.

**K.16 52.230-1 Cost Accounting Standards Notices and Certification (Jun 2020)**

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

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

(I)Disclosure Statement Cost Accounting Practices and Certification

(a)Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation ( ) 30.201 4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201 1.  
**(b)**Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror s proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.  
CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed to practice for pricing proposals or accumulating and reporting contract performance cost data.

**(a)**Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies

that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i)

original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant

Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii)

one copy to the cognizant Federal auditor.(Disclosure must be on Form No. CASB DS 1 or

CASB DS 2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: [ ] Name and Address of Cognizant ACO or Federal Official Where Filed: [ ]

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.  
(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows: Date of Disclosure Statement:

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

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

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

CAUTION: Offerors currently required to disclose because they were awarded a CAS covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90 day period following the cost accounting period in which the monetary exemption was exceeded. (I)Cost Accounting Standards Eligibility for Modified Contract Coverage  
If the offeror is eligible to use the modified provisions of 48 CFR 9903.201 2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[ ]The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201 2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.  
CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS covered prime contract or subcontract of $50 million or more.  
(I)Additional Cost Accounting Standards Applicable to Existing Contracts The offeror shall indicate below whether the award of the contemplated contract would,  
in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing  
contracts and subcontracts.

[ ]Yes[ ]No

**K.17 52.230-7 Proposal Disclosure Cost Accounting Practice Changes (Apr 2005)**

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

Yes No  
If the offeror checked Yes above, the offeror shall

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

**K.18 Authorized Negotiator**

The Offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

**K.19 Signature**

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

040ADV-24-R-0058 7/26/2024  
Southpoint Consulting, Inc.

Nicale Nxumalo, President and CEO

