

**ANNUAL  
REPRESENTATIONS, CERTIFICATIONS,  
AND OTHER STATEMENTS OF OFFERORS**

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

**If Offeror is registered in the [SAM.gov](https://sam.gov) database please complete only Page 1 & 31.**

Please complete the following:

Offeror Name	Phone Number
Address	Solicitation/Purchase Order Number
	Proposal Number (if applicable)
City/State/Zip	Federal Tax ID Number
Email	CAGE Code
Phone	DUNS
North American Industry Classification System (NAICS) code	
Small Business Size Standard	SAM Unique Entity ID

Number can be found on following site using NAICS code: <https://www.sba.gov/size-standards/>  
CANNOT be actual number of employees or "small." If company is a large business, leave blank.

*The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.*

Location(s) of Performance if different from address above:

Address	Location DUNS	Location CAGE

- Offeror has an active registration in the System for Award Management (SAM).
- Offeror does not have an active registration in the System for Award Management (SAM).

Below clauses reference the [Federal Acquisition Regulation \(FAR\)](#)

Please review each statement below and place a check mark in the box that represents your current state of compliance with each requirement. Sign and date the last page and return the completed form to the appropriate DZYNE Technologies Procurement contact.

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

A. The Offeror certifies that:

1. The prices contained in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (1) those prices, (2) the intention to submit an offer, or (3) the methods or factors used to calculate the prices offered;
2. The prices contained in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or subcontract award (in the case of a negotiated solicitation) unless otherwise required by law; and
3. No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

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

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

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

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

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

**FAR 52.203-11/-12 – Certification and Disclosure Regarding and Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)**

A. The definitions and prohibitions contained in the clause at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions and FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

- B. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:
1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract;
  2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to DZYNE Technologies LLC and
  3. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.
- C. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**FAR 52.204-3 – Tax Payer Identification Number (TIN) – MODIFIED**

- TIN: \_\_\_\_\_
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the federal government.

**Type of Organization (Select One):**

- Individual/ Sole proprietorship/ Single Member LLC;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
  - State College or University
  - Historically Black College or University
  - Minority Institution
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other: \_\_\_\_\_

**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: \_\_\_\_\_

**FAR 52.204-10 – Reporting of Executive Compensation**

Complete the following certification and statements below:

The offeror  is,  is not subject to the reporting requirements of Federal Funding Accountability and Transparency Act of 2006 (FFATA).

If the offeror certifies that it is subject to the FFATA reporting requirement, list the required information below regarding the top 5 highest compensated executives:

	Name	Compensation
1		
2		
3		
4		
5		

**FAR 52.204-24 – Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)**

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 the provision at 52.204-26, Covered Telecommunications Equipment or Services - Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

**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.

**b) Prohibition.**

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

- i. Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- ii. Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

- i. Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- ii. Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

**d) Representations.** The Offeror represents that –

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

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that –

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

**e) Disclosures.**

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

i. For covered equipment –

A. 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);

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

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

ii. For covered services –

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.

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

as part of the offer:

i. For covered equipment –

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

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

ii. 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.

**FAR 52.204-26 – Covered Telecommunications Equipment or Services – Representation (OCT 2020)**

a) Definitions.

As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause **52.204-25**, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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.

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

**FAR 52.209-2 – Prohibition on Contracting With Inverted Domestic Corporations – Representation (NOV 2015)**

a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

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

*Subsidiary means an entity in which more than 50 percent of the entity is owned- (1) Directly by a parent corporation; or (2) Through another subsidiary of a parent corporation.]*

b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

c) Representation. The Offeror represents that –

(1) It  is,  is not an inverted domestic corporation; and

(2) It  is,  is not a subsidiary of an inverted domestic corporation.

### **FAR 52.209-5 – Certification Regarding Responsibility Matters (AUG 2020)**

A. The Offeror certifies, to the best of its knowledge and belief, that:

1. 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, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);
- c. Are , are not , presently indicted for or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph A.1.b.of this provision.
- d. Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

(2) *Examples.*

- i. The taxpayer has received a statutory notice of deficiency, under I.R.C. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax

deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

- ii. The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. 6320 entitling the taxpayer to request a hearing with 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 see 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).

2. The Offeror has , has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

This certification concerns a matter within the jurisdiction of any agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

B. The Offeror shall provide immediate written notice to DZYNE Technologies LLC if, at any time prior to subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.

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

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (A) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (A) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, DZYNE Technologies LLC may terminate the subcontract resulting from this solicitation for default.



**FAR 52.209-7 – Information Regarding Responsibility Matters (OCT 2018)**

a) *Definitions.* As used in this provision –

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

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

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

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

b) The Offeror  has  does not have current active Federal contracts and grants with total value greater than \$10,000,000.

c) If the offeror checked “has” in paragraph b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

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

(2) If the offeror has been involved in the last five years in any of the occurrences listed in c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

d) The offeror shall post the information in paragraphs c)(1)i. through c)(1)iv. of this provision in FAPIS 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).

**FAR 52.209-10 – Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)**

(a) Definitions. As used in this clause -

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

**FAR 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.

b) 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.

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

- A. The Offeror, during the performance of any subcontract resulting from this solicitation,  intends,  does not intend, to use one or more plants or facilities located at a different address from the address of the Offeror as indicated in this proposal or quotation.
  
- B. If the Offeror checked "intends" in paragraph (A) above, it shall complete the following information:

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

**FAR 52.219-1 – Small Business Program Representations (Oct 2014) – MODIFIED**

**1.A.1 Definitions**

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

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

*“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.*

*“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that -(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and, (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.*

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

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

*“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13*

CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

**1.A.2 The Offeror Represents that it is a:**

It is a **small business concern**.

It is **not** a small business.

a) If Offeror represented itself as a small business concern in Section 1.A.2 above, complete the following:

- i. The Offeror represents that it  is,  is not, a **small disadvantaged business** concern as defined in 13 CFR 124.1002.

If Offeror represented itself as a **small disadvantaged business concern** above, check the category in which its ownership falls:

Black American

Hispanic American

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

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

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

Individual/concern, other than one of the preceding

- ii. The Offeror represents as part of its offer that it  is,  is not a **women-owned small business concern**.

If Offeror represented itself as a **Women-Owned Small Business (WOSB)** above, complete the following:

a. It  is,  is not a **WOSB concern eligible under the WOSB Program**, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility;

b. It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The Offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.*] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation;

c. It  is,  is not an **Economically Disadvantaged WOSB (EDWOSB)** concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility;

d. It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern

participating in the joint venture. [*The Offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:* \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

- iii. The offeror represents as part of its offer that it  is,  is not a **veteran-owned small business concern**.

If Offeror represented itself as a **Veteran-Owned Small Business (VOSB)** concern above, complete the following:

- a. The offeror represents as part of its offer that it  is,  is not a *service-disabled VOSB concern*.
- iv. The offeror represents, as part of its offer, that it  is,  is not a **HUBZone small business concern** listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126;
- v. The offeror represents, as part of its offer, that it  is,  is not a **HUBZone joint venture** that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:* \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

#### **NOTICE OF PENALTY**

*Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall - (i) Be punished by imposition of fine, imprisonment, or both; (ii) Be subject to administrative remedies, including suspension and debarment; and (iii) Be ineligible for participation in programs conducted under the authority of the Act.*

#### **FAR 52.204-5 – Women-Owned Business (Other Than Small Business) – MODIFIED**

Complete only if the Offeror has not represented itself as a small business concern in Section 1.A. above.

The offeror represents that it  is,  is not a women-owned business concern.

*"Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.*

#### **FAR 52.219-9 – Small Business Subcontracting Plan (Aug 2018)**

- A. For subcontracts with large business concerns over \$700,000 (\$1,500,000 for construction of any public facility) in value, the Offeror shall submit and negotiate a Subcontracting Plan which addresses, separately, subcontracting with small business concerns, small disadvantaged business concerns, HUBZone small business concerns, veteran-owned small business, service-disabled veteran-owned small business, and women-owned small business concerns and which

shall be included and made a material part of any resulting subcontract. As a minimum, the Subcontracting Plan shall include all of the elements specified in FAR 52.219-9.

- B. This is to certify that the Offeror  has,  has not established a Small/Small Business/HUBZone Small Business Concern Subcontracting Plan for any resultant subcontracts over \$700,000 in value in compliance with the requirements of PL 95-507 and will adhere to that plan. Compliance to the plan can be monitored by resident government agencies at the Offeror's facility. If the Offeror is now a small business and its status changes prior to any subcontract award, it agrees to submit a plan to the DZYNE Technologies LLC Procurement Point of Contact.

**FAR 52.222-21 – Prohibition of Non-Segregated Facilities (Apr 2015)**

By execution of this document the Offeror certifies that it is in full compliance with the provisions set forth in FAR 52.222-21.

**FAR 52.222-22 – Previous Contracts and Compliance Reports (FEB 1999)**

The offeror represents that –

- (1) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (2) It  has,  has not filed all required compliance reports; and
- (3) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards and will be forwarded to the DZYNE Technologies LLC Procurement Point of Contact.

**FAR 52.222-25 – Affirmative Action Compliance (APR 1984)**

The Offeror represents that:

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

**FAR 52.222-35 – Equal Opportunity Veterans (Oct 2015)**

By execution of this document the Offeror certifies that it is in full compliance with the provisions set forth in FAR 52.222-35.

**FAR 52.222-36 – Affirmative Action for Workers with Disabilities (Jul 2014)**

By execution of this document the Offeror certifies that it is in full compliance with the provisions set forth in FAR 52.222-36.

**FAR 52.222-38 – Compliance with Veterans' Employment Reporting Requirements (FEB 2016)**

By submission of its offer, the Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. DZYNE Technologies LLC Proprietary Repts Certs\_DP-2-1002-32\_V3 Mar 2022 14

4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has filed the most recent VETS-4212 Report required by that clause.

**FAR 52.222-56 – Certification Regarding Trafficking in Persons Compliance Plan (OCT 2020)**

(a) The term “commercially available off-the-shelf (COTS) item,” is defined in the clause of this solicitation entitled “Combating Trafficking in Persons” (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that -

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds \$550,000.

(c) The certification shall state that -

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either -

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

**FAR 52.223-4 – Recovered Material Certification**

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

**FAR 52.223-6 – Drug-Free Workplace (May 2001)**

By execution of this document the Offeror certifies that it is in full compliance with the provisions set forth in FAR 52.223-6.

**FAR 52.223-22 – Public Disclosure of Greenhouse Gas Emissions and Reduction Goals – Representation (DEC 2016) – MODIFIED**

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

There Offeror received \$7.5 million or more in Federal contract awards in the prior Federal fiscal year:

- Yes (complete paragraphs b) and c) as applicable)
- No (representation is not required)

b) **Representation.** [Offeror is to check applicable blocks in paragraphs b)(1) and (2).]

- (1) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose greenhouse gas emissions, i.e., make available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.
- (2) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly available Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.
- (3) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

c) If the Offeror checked "does" in paragraphs b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported: \_\_\_\_\_.

**FAR 52.225-2 – Buy American Certificate (JAN 2021) – MODIFIED**

- a) The Offeror certifies that each end product is a domestic end product.
  - Yes
  - No (provide foreign end products in paragraph b) of this provision)

The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

The terms "domestic end product," "end product," and "foreign end product" are defined in the clause of this solicitation entitled "Buy American - Supplies."

b) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

c) DZYNE Technologies will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

**FAR 52.225-4 – Buy American – Free Trade Agreement – Israeli Trade Act Certificate (JAN 2021) – MODIFIED**

- a)
  - (1) The Offeror certifies that each end product is a domestic end product.
    - Yes
    - No (provide foreign end products in paragraph b) or c) of this provision)

(2) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation



entitled "Buy American - Free Trade Agreements - Israeli Trade Act."

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

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

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

c) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American - Free Trade Agreements - Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

d) DZYNE Technologies will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

**FAR 52.225-6 – Trade Agreements Certificate (MAY 2014) – MODIFIED**

a) The Offeror certifies that each end product is a U.S.-made or designated country end product, as defined in FAR clause 52.225-5 entitled "Trade Agreements."

- Yes
- No (provide non-U.S.-made or designated country end products in paragraph b) of this provision)

b) The Offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

***Other Foreign End Products***

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

c) DZYNE Technologies will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, DZYNE Technologies will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. DZYNE Technologies will consider for award only offers of U.S.-made or designated country end

products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

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

(a) Definitions. As used in this provision –

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

Marginalized populations of Sudan means -

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

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

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

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

(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.

**FAR 52.225-25 – Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certifications (JUN 2020)**

(a) Definitions. As used in this provision -

*Person* –

(1) Means -

(i) A natural person;

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

and any governmental entity operating as a business enterprise; and

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

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

*Sensitive technology -*

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

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

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

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

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

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

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

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

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

**FAR 52.226-2 – Historically Black College or University and Minority Institution Representation (Oct 2014)**

A. The offeror represents that it:

1.  is  is not a Historically Black College or University;

2.  is  is not a Minority Institution.

**DFARS 252.204-7016 – Covered Defense Telecommunications Equipment or Services – Representation (DEC 2019)**

- a) **Definitions.** As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.
- 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 defense telecommunications equipment or services”.
- c) **Representation.** The Offeror represents that it  does,  does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

**DFARS 252.209-7002 – Disclosure of Ownership or Control by a Foreign Government (JUN 2010)**

a) Definitions. As used in this provision –

(1) Effectively owned or controlled means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) Entity controlled by a foreign government –

i) Means –

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) Foreign government includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) Proscribed information means –

i) Top Secret information;

ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;

iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

iv) Special Access Program (SAP) information; or

v) Sensitive Compartmented Information (SCI).

b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format: Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable)

<b>Name and Address of Offeror</b>	
<b>Name and Address of Entity Controlled by a Foreign Government</b>	
<b>Description of Interest, Ownership Percentage, and Identification of Foreign Government</b>	

**DFARS 252.225-7031 – Secondary Arab Boycott of Israel (JUN 2005)**

(a) Definitions. As used in this provision -

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in 50 U.S.C. App. 2415(2) and means -

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

**DFARS 252.225-7042 – Authorization to perform (APR 2003)**

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

**DFARS 252.225-7049 – Prohibition on Acquisition of Certain Foreign Commercial Satellite Services – Representations (DEC 2018)**

Offeror provides Commercial Satellite Services (complete the Representations in this provision)

Offeror does not provide Commercial Satellite Services (no Representation required)

a) **Definitions.** As used in this provision –

*Covered foreign country, foreign entity, government of a covered foreign country, launch vehicle, satellite services, and state sponsor of terrorism* are defined in the clause at Defense Federal Acquisition Regulation Supplement (DFARS) 252.225-7051, Prohibition on Acquisition of Certain Commercial Satellite Services.

*Cybersecurity risk* means threats to and vulnerabilities of information or information systems and any related consequences caused by or resulting from unauthorized access, use, disclosure, degradation, disruption, modification, or destruction of such information or information systems, including such related consequences caused by an act of terrorism. (10 U.S.C. 2279)]

b) **Prohibition on award.** In accordance with 10 U.S.C. 2279, unless an exception is determined to apply in accordance with DFARS 225.772-4, no contract for commercial satellite services may be awarded to –

(1)

(i) A foreign entity if the Under Secretary of Defense for Acquisition and Sustainment or the Under Secretary of Defense for Policy reasonably believes that –

(A) The foreign entity is an entity in which the government of a covered foreign country has an ownership interest that enables the government to affect satellite operations;

(B) The foreign entity plans to, or is expected to, provide satellite services under the contract from a covered foreign country; or

(C) Entering into such contract would create an unacceptable cybersecurity risk for DoD; or

(ii) An offeror that is offering to provide the commercial satellite services of a foreign entity as described in paragraph (b)(1) of this provision; or

(2)

(i) Any entity, except as provided in paragraph (b)(2)(ii) of this provision, for a launch that occurs on or after December 31, 2022, if the Under Secretary of Defense for Acquisition and Sustainment or the Under Secretary of Defense for Policy reasonably believes that such satellite service will be provided using satellites that will be –

(A) Designed or manufactured –

(1) In a covered foreign country; or

(2) By an entity controlled in whole or in part by, or acting on behalf of, the government of a covered foreign country; or

(B) Launched outside the United States using a launch vehicle that is -

(1) Designed or manufactured in a covered foreign country; or

(2) Provided by –

(i) The government of a covered foreign country; or

(ii) An entity controlled in whole or in part by, or acting on behalf of, the government of a covered foreign country.

(ii) The prohibition in paragraph (b)(2)(i)(B) of this provision does not apply with respect to launch vehicles for which the satellite service provider has a contract or other agreement relating to launch services that, prior to June 10, 2018, was either fully paid for by the satellite service provider or covered by a legally binding commitment of the satellite service provider to pay for such services.

c) **Representations.** The Offeror represents that –

- (1) It  is,  is not a foreign entity in which the government of a covered foreign country has an ownership interest that enables the government to affect satellite operations. If affirmative, identify the covered foreign country: \_\_\_\_\_;
- (2) It  is,  is not a foreign entity that plans to provide satellite services under the contract from a covered foreign country. If affirmative, identify the covered foreign country: \_\_\_\_\_;
- (3) It  is,  is not offering commercial satellite services provided by a foreign entity in which the government of a covered foreign country has an ownership interest that enables the government to affect satellite operations. If affirmative, identify the foreign entity and the covered foreign country: \_\_\_\_\_;
- (4) It  is,  is not offering commercial satellite services provided by a foreign entity that plans to or is expected to provide satellite services under the contract from a covered foreign country. If affirmative, identify the foreign entity and the covered foreign country: \_\_\_\_\_;
- (5) It  is,  is not offering commercial satellite services that will use satellites, launched on or after December 31, 2022, that will be designed or manufactured in a covered foreign country. If affirmative, identify the covered foreign country: \_\_\_\_\_;
- (6) It  is,  is not offering commercial satellite services that will use satellites, launched on or after December 31, 2022, that will be designed or manufactured by an entity controlled in whole or in part by, or acting on behalf of, the government of a covered foreign country. If affirmative, identify the entity, the covered foreign country, and the relationship of the entity to the government of the covered foreign country: \_\_\_\_\_;
- (7) It  is,  is not offering commercial satellite services that will use satellites, launched outside the United States on or after December 31, 2022, using a launch vehicle that is designed or manufactured in a covered foreign country. If affirmative, identify the covered foreign country: \_\_\_\_\_;
- (8) It  is,  is not offering commercial satellite services that will use satellites, launched outside the United States on or after December 31, 2022, using a launch vehicle that is provided by the government of a covered foreign country. If affirmative, identify the covered foreign country: \_\_\_\_\_; and
- (9) It  is,  is not offering commercial satellite services that will use satellites, launched outside the United States on or after December 31, 2022, using a launch vehicle that is provided by an entity controlled in whole or in part by, or acting on behalf of, the government of a covered foreign country. If affirmative, identify the entity, the covered foreign country, and the relationship of the entity to the government of the covered foreign country: \_\_\_\_\_;

d) If the Offeror has responded affirmatively to any representation in paragraphs c)(7) through (9) of this provision, and if such launches are covered in whole or in part by a contract or other agreement relating to launch services that, prior to June 10, 2018, was either fully paid for by the satellite service provider or covered by a legally binding commitment of the satellite service provider to pay for such services, provide the following information:

- (1) The entity awarded the contract or other agreement: \_\_\_\_\_.
- (2) The date the contract or other agreement was awarded: \_\_\_\_\_.
- (3) The period of performance for the contract or other agreement: \_\_\_\_\_.

e) The representations in paragraph c) of this provision are a material representation of fact upon which reliance will be placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer

may terminate the contract resulting from this solicitation for default.

**DFARS 252.225-7050 – Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism (DEC 2018)**

(a) Definitions. As used in this provision -

Government of a country that is a state sponsor of terrorism includes the state and the government of a country that is a state sponsor of terrorism, as well as any political subdivision, agency, or instrumentality thereof.

Significant interest means -

- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
- (ii) Holding a management position in the firm, such as a director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtedness of a firm.

State sponsor of terrorism means a country determined by the Secretary of State, under section 1754(c)(1)(A)(i) of the Export Control Reform Act of 2018 (Title XVII, Subtitle B, of the National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, state sponsors of terrorism include: Iran, North Korea, Sudan, and Syria.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, unless a waiver is granted by the Secretary of Defense, no contract may be awarded to a firm if the government of a country that is a state sponsor of terrorism owns or controls a significant interest in -

- (1) The firm;
- (2) A subsidiary of the firm; or
- (3) Any other firm that owns or controls the firm.

(c) Representation. Unless the Offeror submits with its offer the disclosure required in paragraph (d) of this provision, the Offeror represents, by submission of its offer, that the government of a country that is a state sponsor of terrorism does not own or control a significant interest in -

- (1) The Offeror;
- (2) A subsidiary of the Offeror; or
- (3) Any other firm that owns or controls the Offeror.

(d) Disclosure.

- (1) The Offeror shall disclose in an attachment to its offer if the government of a country that is a state sponsor of terrorism owns or controls a significant interest in the Offeror; a subsidiary of the Offeror; or any other firm that owns or controls the Offeror.



(2) The disclosure shall include -

- (i) Identification of each government holding a significant interest; and
- (ii) A description of the significant interest held by each government.

**DFARS 252.247-7022 – Representation of Extent of Transportation by Sea (JUN 2019)**

a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

b) Representation. The Offeror represents that it –

- Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause.

**Additional Certifications**

*Offeror is hereby advised that additional certifications may be required at the time of acquisition. These certifications are required at certain dollar thresholds if specific Public Laws are incorporated into the terms of the contract (at \$750,000 and above unless the contract dictates a lower threshold). Specifically, these include Subcontractor Cost or Pricing Data (FAR 52.215-12) and Reporting Executive Compensation (52.204-10). In the event these clauses are required contractually, Offerors shall submit the required information and associated certifications unless otherwise exempt as specified in the FAR clauses referenced.*

**Cybersecurity – Safeguarding Covered Defense Information**

In accordance with DFARS 252.204-7012, *Safeguarding Covered Defense Information and Cyber Incident Reporting*, Contractors and Subcontractors are required to provide adequate security on all covered contractor information systems.

a) Definitions

**Adequate security** means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

**Controlled technical information** means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

**Covered contractor information system** means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

**Covered defense information** means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at

<http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is –

1. Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
2. Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

**Information system** means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

**Technical information** means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data - Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

b) Offeror represents that it is  is not  capable of handling Covered Defense Information in accordance with DFARS 252.204-7012 and subject to the requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations".

#### **NIST SP 800-171 DoD Assessment Requirements**

a) Prior to award of a contract subject to NIST SP 800-171, Offeror is required to complete, within the last three (3) years, *at least a basic* NIST SP 800-171 DoD Assessment in accordance with DFARS 252.204-7020.

b) The Offeror Certifies that (*select one*):

- It has completed within the last three (3) years and will maintain at least a current Basic Assessment for all covered contractor information systems related to its business with DZYNE, and the results of such Assessment has been posted, or has been provided to the Government to post, to SPRS in accordance with DFARS 252.204-7020.
- It will, prior to award, complete at least a current Basic Assessment for all covered contractor information systems related to its business with DZYNE, and the results of such Assessment will be posted, or will be provided to the Government to post, to SPRS in accordance with DFARS 252.204-7020.
- It is not be subject to NIST SP 800-171.

#### **Cybersecurity Maturity Model Certification (CMMC)**

a) Offeror is required to achieve, at time of award, a CMMC certificate at the level specified in the solicitation. Offeror is required to maintain a current (i.e., not more than 3 years old) CMMC certificate at the specified level, if required by the statement of work or requirement document, throughout the life of the subcontract, task order, or purchase order.

b) On or after October 1, 2025, all solicitations and awards, including those for commercial items, will include a CMMC requirement.

c) Offeror represents that (*select one*):

- It has been certified by an accredited CMMC third-party assessor.

Level of Certification: \_\_\_\_\_.

It has not been certified, but has begun the certification process, or intends to seek certification, by an accredited CMMC third-party assessor.

Intended Level of Certification: \_\_\_\_\_.

It does not intend to seek CMMC certification.

### **Export Compliance**

a) DZYNE Technologies requires that its suppliers certify the following information to ensure compliance with the U.S. Government export/import laws and regulations including the U.S. Department of State, Directorate of Defense Trade Controls (DDTC), International Traffic in Arms Regulations (ITAR) and the U.S. Department of Commerce, Bureau of Industry and Security (BIS), Export Administration Regulations (EAR).

b) ITAR 22 CFR 120.15 and EAR 15 CFR Part 772 define a U.S. person as a person who is a lawful permanent resident as defined by 8 U.S.C.1101(a)(20) or who is a protected individual as defined by 8 U.S.C. 1324b(a)(3). It also means any corporation, business association, partnership, society, trust, or any other entity, organization or group that is incorporated to do business in the United States. It also includes any governmental (federal, state or local) entity.

c) Offeror  is,  is not, a "U.S. Person" as defined in the ITAR 22 CFR Part 120.15 and EAR 15 CFR 772.

*Any person who engages in the United States in the business of either manufacturing or exporting ITAR controlled defense articles or furnishing defense services is required to register with the Directorate of Defense Trade Controls (DDTC) unless exempted by one of the four conditions listed in ITAR 22 CFR Part 122.1. DZYNE cannot enter into any procurement contract with a supplier within the United States that involves the acquisition of ITAR controlled defense articles or provision of defense services until the supplier has certified that it is registered with DDTC.*

*This registration requirement does not apply to manufacturers of EAR controlled articles and/or services.*

d) Offeror is (*select one*):

(1)  registered with the U.S. Department of State, Directorate of Defense Trade Controls per ITAR 22 CFR Part 122.1(a) and (b);      Expiration Date of Registration: \_\_\_\_\_

(2)  is exempt from registration; or,

(3)  is not registered

The Offeror is responsible for the protection of any *controlled technical data* or defense articles provided to them by DZYNE to assist in the manufacture of a defense article or provision of a defense service. The release of this data by the supplier to a Foreign Person employee or its transfer to another Foreign Person for the purpose of Off-Shore Procurement is defined as an export (ITAR 22 CFR Parts 120.17 and 124.13 and EAR 15 CFR Part 734.2(b)(2)(ii)) and Supplements 1 and 2 or Part 774 and subject to the licensing requirements of the ITAR and EAR as applicable.

e) Offeror  will obtain the necessary export authorization prior to the release of controlled technical data or other defense articles provided by DZYNE for the purpose of procurement to any Foreign Person in or outside of the United States.

**Use of Government Property**

Complete the following statement(s) as applicable:

- A. The offeror and/or its suppliers  will,  will not use government property in performance of work under the proposed subcontract.
- B. The offeror certifies that to the best of its knowledge this proposed subcontract  does,  does not involve the acquisition of Government property, the disposal of which may be restricted by patent or other rights.

**Government Property System**

Does Offeror have a federal government approved Property System?

- YES       NO

If YES, answer below:

Date of Approval:	
Government office granting approval:	
Audit Report Number:	

**Business Systems**

For DZYNE Technologies LLC (DZYNE) to determine the adequacy of the Offeror's accounting and business systems to meet the cost accumulation and reporting requirements of Government contracts, the Offeror shall provide the following information:

1) What is Offeror's current fiscal year?      Start Date \_\_\_\_\_      End Date \_\_\_\_\_

2) Government Audit Agency:

Name of Agency:	
Address:	
Name of Auditor:	
Telephone:	

3) Cognizant Administrative Contracting Officer (CACO):

Name of Agency:	
Address:	
Name of CACO:	
Telephone:	

**Purchasing System**

Does Offeror have a federal government approved Purchasing System?

- YES       NO

If YES, answer below:

Date of Approval:	
Government office granting approval:	
Audit Report Number:	

**Quality Management System**

Does the Offeror have a Quality Management System (QMS) in place?

YES       NO

If YES, QMS is accredited by the following (select all that apply):

ISO 9001

AS9100

Nadcap Process Approval

If selected Nadcap, provide accreditation: \_\_\_\_\_

Other

If selected Other, please describe: \_\_\_\_\_

**Accounting System**

Does Offeror have a federal government approved Accounting System?

YES       NO

If YES, answer below:

Date of Approval:	
Government office granting approval:	
Audit Report Number:	

**Cost Accounting Standards**

Is Offeror's organization subject to Cost Accounting Standards (CAS) (48 CFR Chapter 99)?

YES       NO

If YES, is it Full or Modified CAS?       Full       Modified

Cost Accounting Disclosure Statement – Does Offeror have an adequate disclosure statement?

YES       NO

If YES, answer below:

Date of Approval:	
Government office granting approval:	
Audit Report Number:	

4) Have the offeror's provisional indirect billing/bidding rates been evaluated and approved by a government agency?

YES       NO

If YES, answer below:

Period Covering:	
Agency Granting Approval:	

5) Has the offeror had Accepted Incurred Cost Submissions?

YES       NO

If YES, answer below:

Date of Last Incurred Cost Submission:	
Period of Last Incurred Cost Submission:	
Incurred Cost Submissions have been audited with an Audit Report issued through what fiscal year?	
Has Offeror adjusted its billings to reflect changes for Year-end, Interim and Final Rate?	

Please indicate, by checking the appropriate box (es), the states or districts in which your company is authorized to collect sales tax.

- |   |   |
|---|---|
| <input type="checkbox"/> All                  | <input type="checkbox"/> None           |
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Montana        |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Nevada         |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> California           | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> New York       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maryland             | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Massachusetts        | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Michigan             | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Minnesota            | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Mississippi          | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Missouri             |   |

**Certification of Offeror**

**The undersigned Offeror certifies that the information contained herein is true and accurate to the best of its knowledge and understands that it may be subject to penalties imposed by the United States Government for misrepresentation of any of the representations or certification made herein. The Offeror further agrees to provide immediate written notification to DZYNE Technologies LLC if any of Offeror’s representations herein change during the validity period of this certification.**

**This certification shall apply to all solicitations, agreements, purchase orders or subcontracts received from DZYNE Technologies, and shall be valid for one year from the date of execution.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
Date

\* Exempt if work is to be performed outside U.S. by employees who were not recruited within the U.S.

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