

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15CFR 7900) ➔		RATING DO: A1	Page of Page 1		
2. CONTRACT NO.	3. SOLICITATION NO. SPRHA1-22-R-0177	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 29 AUG 2022	6. REQUISITION/PURCHASE NO FD20202200177			
7. ISSUED BY DLA AVIATION - OGDEN, DLR PROCUREMENT OPS/AUB 6051 GUM LANE BLDG 1225 HILL AIR FORCE BASE UT 84056-5820 BUYER: Michelle C. Love/DLA michelle.love.1@us.af.mil Phone: (385) 519- 8150		8. ADDRESS OFFER TO (If other than Item 7)					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and _ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _ until 12:00 (Hour) local time 17-OCT-2022 (Date) . CAUTION- LATE Submissions, Modifications, and Withdrawals: Section L, Provision No 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this section.							
10. FOR INFORMATION CALL: ➔	A. NAME Michelle C Love		B. TELEPHONE (NO COLLECT CALLS) (385) 519 -8150	C. E-MAIL ADDRESS michelle.love.1@us.af.mil			
11. TABLE OF CONTENTS							
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	H	SPECIAL CONTRACT REQUIREMENTS		<input checked="" type="checkbox"/>	M	EVALUATION AND FACTORS FOR AWARD	
OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period. Limited to Approved							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT(See Section I, Clause No 52.232-8)		10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS		
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO. (Include Area Code) () -		15C.CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE-ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS		20. AMOUNT \$		21. ACCOUNTING AND APPROPRIATION SEE SCHEDULE			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c)		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM ➔			
24. ADMINISTERED BY (If other than Item 7) SCD:B		25. PAYMENT WILL BE MADE BY		CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA – FAR (48 CFR) 53/214(c)

**PART I - THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

Item No.

0001

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Amount</u>
2	EA		

<u>CLIN</u>	<u>ACRN</u>	<u>ACRN Total</u>
0001	AA	

NSN: 2835-01-208-0169 RP

GEARBOX,ACCESSORY D

Secondary power, starts engine, then runs accessories.
Magnesium, steel, brass, rubber and aluminum

<u>Manufacturer</u>	<u>Part Number</u>
3Y015	5007076B
9009H	2835PL0664313
99167	5007076B

<u>Associated Document(s)</u>	<u>Line Item(s)</u>
FD20202200177	0001

Priority: R

Inspection: Origin

Acceptance: Origin

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Foreign Military Sales :FMS Case:BA-D-SAB
Buy American Act/Balance of Payments Program

IUID Required: Yes

Physical Item Markings:

Serial Number Required

☐ **Transportation From Continental United States CONUS (CONUS) Sources**

<u>TYPE / SHIP TO CODE</u>	<u>F.O.B.</u>
* DBA003	ORIGIN

<u>Class I ODS Substance</u>	<u>Application/Use</u>	<u>Quantity</u>
None	None	none

<u>Type / Ship To</u>	<u>PACRN</u>	<u>Mark For</u>
* DBA003	PAA	DBAA00

<u>Type / Ship To</u>	<u>Quantity (U/I)</u>	<u>On or Before</u>	<u>Req No / Pri</u>
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**Required
Delivery**

* DBA003	2 EA	8 AUG 2023	DBAA5401675100 / PRI: 5
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**Proposed
Delivery**

* DBA003 2 EA

TAC CODE DFMS.

Item No.
0002

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>
1	EA	

Amount

<u>CLIN</u>	<u>ACRN</u>
0002	AB

ACRN Total

NSN: 2835-01-208-0169 RP
GEARBOX,ACCESSORY D

Manufacturer

Part Number

3Y015
9009H
99167

5007076B
2835PL0664313
5007076B

Associated Document(s)

Line Item(s)

FD20202200177

0002

Priority: R

Limitations of Liability: Other Than High Value Item

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Receiving Report Required

Quality Assurance: Standard Inspection

Foreign Military Sales :FMS Case:BU-D-SAB

Buy American Act/Balance of Payments Program

☐ **Transportation From Continental United States CONUS (CONUS) Sources**

TYPE / SHIP TO CODE

F.O.B.

* DBU002

ORIGIN

Type / Ship To

PACRN

Mark For

* DBU002

PAB

DBUE00

Type / Ship To

Quantity (U/I)

On or Before

Req No / Pri

**Required
Delivery**

* DBU002

1 EA

8 AUG 2023

DBUE5411725130 / PRI:
5

**Proposed
Delivery**

* DBU002

1 EA

TAC CODE DFMS.

Item No.
0003

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Amount</u>
2	EA		

CLIN	ACRN	ACRN Total
0003	AD	

NSN: 2835-01-208-0169 RP
GEARBOX,ACCESSORY D

<u>Manufacturer</u>	<u>Part Number</u>
3Y015	5007076B
9009H	2835PL0664313
99167	5007076B
<u>Associated Document(s)</u>	<u>Line Item(s)</u>
FD20202200177	0003

Priority: R

Limitations of Liability: Other Than High Value Item

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Receiving Report Required

Quality Assurance: Standard Inspection

Foreign Military Sales :FMS Case:PL-D-QAW

Buy American Act/Balance of Payments Program

☐ **Transportation From Continental United States CONUS (CONUS) Sources**

TYPE / SHIP TO CODE

F.O.B.

* DPL002

ORIGIN

Type / Ship To

PACRN

Mark For

* DPL002

PAC

DPLW00

Type / Ship To

Quantity (U/I)

On or Before

Req No / Pri

**Required
Delivery**

* DPL002

2 EA

8 AUG 2023

DPLW5Z20415503 / PRI:
5

**Proposed
Delivery**

* DPL002

2 EA

TAC CODE DFMS.

SHIP TO (FOREIGN MILITARY SALES)

TYPE/CODE: * DBA003

SUPPLEMENTAL ADDRESS CODE: DA3SAB

FMS CASE CODE/LOA: BA-D-SAB/028

MAPAC SHIP TO CODE: DBA003

MAPAC MARK FOR: DBAA00

REQUISITION NUMBER: (See Individual Line Item)

REQUISITION PRIORITY: (See Individual Line Item)

AWARD NUMBER:

TYPE/CODE: * DBU002

SUPPLEMENTAL ADDRESS CODE: DA2SAB

FMS CASE CODE/LOA: BU-D-SAB/056

MAPAC SHIP TO CODE: DBU002

MAPAC MARK FOR: DBUE00
REQUISITION NUMBER: (See Individual Line Item)
REQUISITION PRIORITY: (See Individual Line Item)
AWARD NUMBER:

TYPE/CODE: * DPL002
SUPPLEMENTAL ADDRESS CODE: DA2QAW
FMS CASE CODE/LOA: PL-D-QAW/008
MAPAC SHIP TO CODE: DPL002
MAPAC MARK FOR: DPLW00
REQUISITION NUMBER: (See Individual Line Item)
REQUISITION PRIORITY: (See Individual Line Item)
AWARD NUMBER:

PART I - THE SCHEDULE
SECTION D
PACKAGING AND MARKING

ITEM IDENTIFICATION MARKING AND SHELF LIFE ITEM PROVISIONS

Requirements set forth below shall apply to any contract issued thereon and will take precedence over other inconsistent requirements herewith. All standards, bulletins, and publications referenced herein shall be of the issue in effect on the date of this document.

1. PHYSICAL MARKING OF ITEMS:

Mil-STD-130: Items shall be marked in accordance with MIL-STD-130. The National Stock Number (NSN), and when assigned, the Configuration Item Identifier (CII), serial number, and military type designation information shall be marked on major assemblies, units groups, and sets. Special attention must be given to requirements governing the application of the actual manufacturer's Federal Supply Code for Manufacturers (FSCM) to the physical item. Items which are excluded in accordance with paragraph 1/1 of MIL-STD-130, Revision M, shall be marked in accordance with the appropriate document.

2. PACKAGE AND CONTAINER MARKING: Shipments will not be made until the NSN has been assigned, unless specifically authorized by the Contracting Officer.

MIL-STD-129/ASTM-D-3951:

a. Interior packages and shipping containers shall be marked in accordance with MIL-STD-129 when Military packing is specified and ASTM-D-3951 when commercial packaging is specified. The requirements of paragraph 2.h apply regardless of which packaging is utilized.

Design manufacturer's name, trademark or manufacturer's code (from Cataloging Handbook H4-1 or H4-2), identifying number, and serial number, when applicable, shall be included in the identification marking.

When applicable, the Air Force project designator code shall be included as the last line of the address marking and the project name related to the project code shall be marked in the clear on the exterior shipping container.

b. Tags and labels, when required, shall be contractor's tags or labels conforming to the requirements of MIL-STD-129 or as approved by the procuring activity. Contractor's forms which indicate serviceable condition shall not be any shade of green or red. Labels are authorized to be used on metal containers.

Items requiring technical order (T.O) certification shall be annotated on inner and outer container tags or label with T.O. compliance.

c. When dummy containers are used in a unitized load, the dummy containers shall be clearly marked "DUMMY CONTAINER" and located in the load so that the marking will be plainly visible to receiving and storage personnel.

d. All interior packages and shipping containers for articles and material classified as hazardous or restricted under provisions of Title 49, Code of Federal Regulations, or AFR 71-4/DLAM 4145.3/TM 38-250/NAVSUP PUB 505/MCO P 4030.19 shall be marked, regardless of exemption for mode of transportation, with proper shipping name of item; flash point of all liquids having a flash point of 200 degrees F. or below; and percentage concentration of acids and corrosive liquids. In addition, the quantity of each hazardous or restricted material included in a container shall be annotated adjacent to the shipping name of the item, e.g., Acetic Acid (80% concentration) – 1 qt.

e. On shipments of firearms regardless of mode of transportation, selected elements of identification and contractor data markings shall be omitted or obliterated in accordance with the requirements of MIL-STD-129 regarding sensitive items and packaging lists shall be placed only inside the containers.

f. Special markings for packages and containers when specified on AFMC Form 158 shall be complied with as part of MIL-STD-129.

g. All special coated ternaplate containers shall be marked with the legend "CAUTION—DO NOT REUSE AS FOOD CONTAINERS."

h. Bar code markings in accordance with MIL-STD-129 shall apply to all units, intermediate and exterior containers for all items going into stock regardless of package size or levels of package specified (including commercial packaging). In addition to the NSN/NATO stock number, the exterior shipping container shall include the 13 digit contract number (plus, if applicable, the four digit call number). Excluded from Bar Code Markings are:

(1) Foreign Military Sales.

(2) Direct Vendor Delivery (DVD)/government Furnished Equipment (GFE) shipments.

(3) Multipack Exterior Shipping containers. (Unit and intermediate containers do require a bar coded NSN/NATO stock number. However, the next container (unit or intermediate) inside the multipack will also require a bar coded NSN/NATO stock number and contract number with call number, if applicable, in the lower right hand corner).

(4) All unpacked or uncrated items; e.g., vehicles, tires, etc.

i. Shipments of wheeled items weighing 2,000 pounds or more and scheduled for transportation by military aircraft will be marked with individual axle weights in accordance with MIL-STD-129.

3. **WARRANTED ITEMS:** When the contract contains warranty requirements, warranty information shall be applied on containers and items as follow:

a. Container markings shall be as specified in MIL-STD-129. The period or conditions of the warranty shall be specifically stated, i.e., landings, flight hours, operating hours, days from shipping date, etc.

b. Items shall be marked in accordance with requirements of MIL-STD-130. Markings shall be located in a manner so as to be conspicuous to the person removing the item from service. When no deleterious effect or functional degradation is caused, the markings shall be black letter on yellow FED-STD-595 color background. The marking shall include the same period or condition required on the containers.

4. SHELF LIFE ITEMS

a. MARKING

(1) Shelf life items shall be marked in accordance with MIL-STD-129.

(2) Mark items controlled in MIL-STD-1523, or in specifications furnished as a part of the contract or purchase order, with the cure or assembly dates specified therein.

b. Delivery: Unless specified otherwise in the contract, shelf life items shall have a minimum of 90% of the "storage period" remaining at the time of delivery to the Government

MILITARY PACKAGING AND MARKING

Items shall be packaged in accordance with MIL-STD-2073-1E, Standard Practice for Military Packaging. Shipping and storage markings shall be in accordance with MIL-STD-129R, Standard Practice for Military Marking.

The MIL-STD-2073-1 SPI/Specification is as follows:

PACRN	PRESERVATION LVL	PACKING LVL	QUP	SPI NUMBER	SPI REVISION	SPI DATE
PAA	MIL	B	001	F012080169	G	17 April 2018

PACRN	SUPPLEMENTAL PACKAGING
PAA	PRIMARY CONTAINER 8145-01-465-6636 MUST BE USED IF AVAILABLE

PART I - THE SCHEDULE SECTION E INSPECTION AND ACCEPTANCE

52.246-2 **INSPECTION OF SUPPLIES--FIXED-PRICE** (AUG 1996)
(IAW FAR 46.302)

52.246-11 **HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT** (DEC 2014)
(IAW FAR 46.311, DFARS 246.202-4(1))

(a) The Contractor shall comply with the higher-level quality standard(s) listed below. *[If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]**

	Title	Number	Date	Tailoring
*See Individual Line Item Schedule				

52.246-16 **RESPONSIBILITY FOR SUPPLIES** (APR 1984)
(IAW FAR 46.316)

INSPECTION AND ACCEPTANCE (SEP 1999)
(IAW FAR 46.401(b), FAR 46.503)

Government Contract Quality Assurance Inspection and Acceptance will be at (Final): [CONTRACTOR FILL-IN]
Item No(s): See schedule for items with the following code(s) listed below :

Inspection Code and Address:

**PART I - THE SCHEDULE
SECTION F
DELIVERIES OR PERFORMANCE**

- 52.211-17** **DELIVERY OF EXCESS QUANTITIES** (SEP 1989)
(IAW FAR 11.703(b))
- 52.242-15** **STOP-WORK ORDER** (AUG 1989)
(IAW FAR 42.1305(b)(1))
- 52.242-17** **GOVERNMENT DELAY OF WORK** (APR 1984)
(IAW FAR 42.1305(c))
- 52.247-29** **F.O.B. ORIGIN** (FEB 2006)
(IAW FAR 47.303-1(c))
- 52.247-30** **F.O.B. ORIGIN, CONTRACTOR'S FACILITY** (FEB 2006)
(IAW FAR 47.303-2(c))
- 52.247-65** **F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS** (JAN 1991)
(IAW FAR 47.303-17(f))
- F.O.B. ORIGIN** (OCT 1993)
(IAW FAR 47.305(b))

Any supply item applicable to this document shall be delivered F.O.B. at:

F.O.B. Address:

[CONTRACTOR FILL-IN]

COMMERCIAL BILL OF LADING SHIPMENTS – CARRIER'S RATES

The contractor shall ensure that proposed carrier's rates are equal to or better than rates available to the Government. Contact the transportation officer for this contract, as identified by the administrative contracting officer, for confirmation that the proposed carrier's rates are no higher than those otherwise available to the government. List the shipping costs on the invoice to the government and attach a copy of the carrier's billing. Failure to properly annotate the invoice and provide a copy of the carrier's billing may result in those cost not being reimbursed or only partially reimbursed.

UNILATERAL AMENDED SHIPPING INSTRUCTIONS (ASIs), F.O.B. ORIGIN

(a) An ASI is a change to the shipping instructions of one or more units or shipment lots of a contract line item. Multiple ASIs for multiple contract line items may be issued under one document.

(b) Unilateral ASIs with changes only to the "Ship To and Mark For" instructions, issued 20 calendar days or more before the contract scheduled delivery date, shall be accepted by the Contractor at no change in contract price.

(c) All other ASIs, including those requiring a change to the "Ship To and Mark For" which are issued 19 days or less before the contract scheduled delivery date; and those for changes to the preservation, packaging, and packing requirements or the f.o.b. point, shall be subject to the negotiation of an equitable adjustment under the contract.

**PART I - THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA**

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)
(IAW DFARS 232.7004(b), PGI 232.7004(b)(1), DFARS 212.301(f)(liii))

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

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

Combo

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

See Line Items

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

- (iii) For customary progress payments based on costs incurred, submit a progress payment request.
- (iv) For performance based payments, submit a performance based payment request.
- (v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(f) [Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	See block 15
Issue By DoDAAC	See block 6
Admin DoDAAC	See block 7
Inspect By DoDAAC	See block 7
Ship To Code	
Ship From Code	See Line Items
Mark For Code	
Service Approver (DoDAAC)	See block 7
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

N/A

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed

(The above Clause/Provision has been modified.)

ACRN		Accounting and Appropriation Chargeable Funds Citation	Amount Chargeable
AA	9711X8242	0002 4F X LC SH CSABBA 000000 00000 028000 503000 F03000 PSR: 289823 FSR: 085516 DSR: 190597 CIN: F2DCCW2222A1010000AA	\$0.00
AB	9711X8242	0002 4F X LC SH CSABBU 000000 00000 056000 503000 F03000 PSR: E17405 FSR: 083782 DSR: 191240 CIN: F2DCCW2222A1010000AB	\$0.00
AD	9711X8242	0002 4F X LC SH CQAWPL 000000 00000 008000 503000 F03000 PSR: I59449 FSR: 085609 DSR: 191217 CIN: F2DCCW2222A1010000AD	\$0.00
ACRN TOTAL			\$ 0.00

TRANSPORTATION APPROPRIATION CHARGEABLE

The Transportation Allotment Identification (TAI) relates directly to the above ACRN(s). For example the TAI "TAA" is for the same line item(s) as ACRN "AA".

FMS TRANSPORTATION ALLOTMENT SHALL BE USED ONLY WHEN SHIPMENT ON GOVERNMENT BILL OF LADING IS AUTHORIZED

TAI	ATAC	FMS ALLOTMENT / NOTE
TAA	DFMS	97-11X8242.L009 8401 BA-D-SAB S843000
TAB		97-11X8242.L009 8401 BU-D-SAB S843000
TAD		97-11X8242.L009 8401 PL-D-QAW S843000

PART II - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

5352.201-9101

OMBUDSMAN (OCT 2019) (IAW AFFARS 5301.9103)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, **Kristina Lenderman** at **385 519-8209** __, FAX **000 000-0000**, email **kristina.lenderman@dla.mil**. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer.

52.202-1	DEFINITIONS (JUN 2020) (IAW FAR 2.201)
52.203-3	GRATUITIES (APR 1984) (IAW FAR 3.202)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014) (IAW FAR 3.404)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) (IAW FAR 3.503-2)
52.203-7	ANTI-KICKBACK PROCEDURES (JUN 2020) (IAW FAR 3.502-3)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) (IAW FAR 3.104-9(a))
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) (IAW FAR 3.104-9(b))
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020) (IAW FAR 3.808(b))
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) (IAW FAR 3.909-3 (b))
252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) (IAW DFARS 203.171-4(a), DFARS 212.301(f)(ii))
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008) (IAW DFARS 203.570-3)
252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) (IAW DFARS 203.970)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011) (IAW FAR 4.303)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (IAW FAR 4.1403(a))
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) (IAW FAR 4.1105(b))
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020) (IAW FAR 4.1804(c), FAR 12.301(d))
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) (IAW FAR 4.1202(b))

- 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS**
(NOV 2021)
(IAW FAR 4.1903)
- 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES** (NOV 2021)
(IAW FAR 4.2004)
- 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT** (NOV 2021)
(IAW 4.2105(b))
- 252.204-7000 DISCLOSURE OF INFORMATION** (OCT 2016)
(IAW DFARS 204.404-70(a))
- 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT** (APR 1992)
(IAW DFARS 204.404-70(b))
- 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING** (DEC 2019)
(IAW DFARS 204.7304(c))
- 252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT** (MAY 2016)
(IAW DFARS 204.7403(b), DFARS 212.301(f)(i)(F))
- 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES** (JAN 2021)
(IAW DFARS 204.2105(c))
- 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS** (MAR 2022)
(IAW DFARS 204.7304(e))
- 252.204-7022 EXPEDITING CONTRACT CLOSEOUT** (MAY 2021)
(IAW DFARS 204.804-70)
- (a) At the conclusion of all applicable closeout requirements of Federal Acquisition Regulation 4.804, the Government and Contractor shall mutually agree on the residual dollar amount remaining on the contract. Both the Government and Contractor agree to waive payment of any residual dollar amount of \$1,000 or less to which either party may be entitled at the time of contract closeout.
- (b) A residual dollar amount includes all money owed to either party at the end of the contract and as a result of the contract, excluding amounts connected in any way with taxation or a violation of law or regulation.
- (c) For purposes of determining residual dollar amounts, offsets (e.g., across multiple contracts or orders) may be considered only to the extent permitted by law.
- 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS**
(DEC 1991)
(IAW DFARS 205.470, DFARS 212.301(f)(x))
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT**
(NOV 2021)
(IAW FAR 9.409)
- 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS** (OCT 2018)
(IAW FAR 9.104-7(c))

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS
(NOV 2015)
(IAW FAR 9.108-5(b))

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM
(MAY 2019)
(IAW DFARS 209.409)

52.211-5 MATERIAL REQUIREMENTS (AUG 2000)
(IAW FAR 11.304)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)
(IAW FAR 11.604(b))

This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2022)
(IAW DFARS 211.274-6(a)(1), DFARS 212.301(f)(xii))

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

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

(c) *Unique item identifier.*

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government’s unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
	See Schedule as Applicable

(ii) Items for which the Government’s unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
*Items less than \$5000, which require UID, will be specifically identified in the schedule.	See Schedule as Applicable

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number _____ (or See Schedule as Applicable).

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number _____ (or See Schedule as Applicable).

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods—

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number _____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 2020)
(IAW FAR 15.209(b)(1))

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
(IAW FAR 15.209(h), AFFARS 53.15.209(h))

52.215-14 INTEGRITY OF UNIT PRICES (NOV 2021)
(IAW FAR 15.408(f)(1))

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (SEP 2021)
(IAW FAR 19.1309(b))

(b) *Waiver of evaluation preference.*

___ Offeror elects to waive the evaluation preference.

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)
(IAW FAR 19.708(a))

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2021)
(IAW FAR 19.708(b))

52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (SEP 2021)
(IAW FAR 19.708(b)(2))

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)
(IAW FAR 19.309(c))

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract number _____.

(2) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]*
The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]*
The Contractor represents that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program.

[Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.]

The Contractor represents that—

(i) 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; and

(ii) It [] is, [] is not is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor 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.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern.

[Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.]

The Contractor represents that—

(i) It [] is, [] is not an 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; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture.

[The Contractor 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.

(6) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]*

The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) *[Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.]*

The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]*

The Contractor represents that—

(i) 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; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture.

[The Contractor 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.

[Contractor to sign and date and insert authorized signer's name and title.]

252.219-7003 **SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)** (DEC 2019)
(IAW DFARS 219.708(b)(1)(A), DFARS 219.708(b)(1)(A)(1))

252.219-7003 **SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)--ALTERNATE I**
(DEC 2019)
(IAW DFARS 219.708(b)(1)(A)(2), DFARS 219.708(b)(1)(A)(1))

252.219-7004 **SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)** (MAY 2019)
(IAW DFARS 219.708(b)(1)(B))

52.222-19 **CHILD LABOR COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION 2020-O0019)** (JAN 2022)
(IAW Deviation 2020-O0019 Rev. 2)

(a) *Applicability.* This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in—

- (1) Israel, and the anticipated value of the acquisition is \$50,000 or more;
- (2) Mexico, and the anticipated value of the acquisition is \$92,319 or more; or
- (3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is \$183,000 or more.

(b) *Cooperation with Authorities.* To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) *Violations.* The Government may impose remedies set forth in paragraph (d) for the following violations:

- (1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.
- (2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.
- (3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.
- (4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) *Remedies.*

- (1) The Contracting Officer may terminate the contract.
- (2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.
- (3) The debaring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
(IAW FAR 22.810(a)(1))

52.222-26 EQUAL OPPORTUNITY (SEP 2016)
(IAW FAR 22.810(e))

52.222-29 NOTIFICATION OF VISA DENIAL (APR 2015)
(IAW FAR 22.810(g))

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)
(IAW FAR 22.1310(a)(1), DFARS 222.1310(a)(1))

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

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance

Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(IAW FAR 22.1408(a))

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

(IAW FAR 22.1310(b))

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(IAW FAR 22.1605)

52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)

(IAW FAR 22.1705(a)(1))

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS

(DEC 2010)

(IAW DFARS 222.7405)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(IAW FAR 23.505)

52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016)

(IAW FAR 23.804(a)(1))

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

"Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon Dioxide's global warming potential is defined as 1.0.

"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).

"Hydrofluorocarbons" means compounds that only contain hydrogen, fluorine, and carbon.

"Ozone-depleting substance" means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(c) *Reporting.* For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall—

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by—

(i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);

(ii) Contract number; and

(iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to www.sam.gov, for FY17 and after00

(i) Annually by November 30 of each year during contract performance; and

(ii) At the end of contract performance.

(d) The Contractor shall refer to EPA's SNAP program (available at <http://www.epa.gov/snap>) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at

<http://www.epa.gov/snap>.

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
(IAW FAR 23.1105)

52.223-20 AEROSOLS (JUN 2016)
(IAW FAR 23.804(a)(3))

52.223-21 FOAMS (JUN 2016)
(IAW FAR 23.804(a)(4))

252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013)
(IAW DFARS 223.7306, DFARS 212.301(f)(xxi))

5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS)
(OCT 2019)
(IAW AFFARS 5323.804-90)

(a) Contractors shall not:

(1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or

(2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS as part of this contract/order.

[Note: This prohibition does not apply to manufacturing.]

(b) For the purposes of Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in AFI 32-7086) are Class I ODSs:

(1) Halons: 1011, 1202, 1211, 1301, and 2402;

(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and

(3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

[NOTE: Material that uses one or more of these Class I ODSs as minor constituents do not meet the Air Force definition of a Class I ODS.]

52.224-3 PRIVACY TRAINING (JAN 2017)
(IAW FAR 24.302(a))

52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021) (IAW FAR 25.1103(a))
252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC (JUN 2022) (IAW DFARS 225.1101(2)(i) and (2)(ii))
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (MAR 2022) (IAW DFARS 225.1101(3))
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022) (IAW DFARS 225.7002-3(a))
252.225-7027	RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003) (IAW DFARS 225.7307(a)) (b) (1) For sales to the Government(s) of Australia, Taiwan, Egypt, Greece, Israel, Japan, Jordan, Republic of Korea, Kuwait, Pakistan, Philippines, Saudi Arabia, Turkey, Thailand, or Venezuela (Air Force), contingent fees in any amount.
252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003) (IAW DFARS 225.7300, DFARS 225.7307(b))
252.225-7048	EXPORT-CONTROLLED ITEMS (JUN 2013) (IAW DFARS 225.7901-4)
252.225-7052	RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (OCT 2020) (IAW DFARS 225.7018-5)
252.225-7972	PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (DEVIATION 2020-O0015) (MAY 2020) (IAW Deviation 2020-O0015)

Deviation 2020-O0015

(a) *Prohibition.* In accordance with section 848 of the National Defense Authorization Act for Fiscal Year 2020, the Contractor shall not provide or use in the performance of this contract—

(1) An unmanned aircraft system (UAS), or any related services or equipment, that—

(i) Is manufactured in the People's Republic of China or by an entity domiciled in the People's Republic of China;

(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in the People's Republic of China or by an entity domiciled in the People's Republic of China;

(iii) Uses a ground control system or operating software developed in the People's Republic of China or by an entity domiciled in the People's Republic of China; or

(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, the People's Republic of China; or

(2) A system for the detection or identification of a UAS, or any related services or equipment, that is manufactured—

(i) In the People's Republic of China; or

(ii) By an entity domiciled in the People's Republic of China.

(b) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (b), in all

subcontracts or other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

- 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS** (APR 2019)
(IAW DFARS 226.104)
- 52.227-1 AUTHORIZATION AND CONSENT** (JUN 2020)
(IAW FAR 27.201-2(a)(1))
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT** (JUN 2020)
(IAW FAR 27.201-2(b))
- 52.229-3 FEDERAL, STATE, AND LOCAL TAXES** (FEB 2013)
(IAW FAR 29.401-3(a))
- 52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS** (FEB 2021)
(IAW 29.402-3(b))
- 52.232-1 PAYMENTS** (APR 1984)
(IAW FAR 32.111(a)(1))
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT** (FEB 2002)
(IAW FAR 32.111(b)(1))
- 52.232-11 EXTRAS** (APR 1984)
(IAW FAR 32.111(c)(2))
- 52.232-17 INTEREST** (MAY 2014)
(IAW FAR 32.611(a), FAR 32.611(b))
- 52.232-23 ASSIGNMENT OF CLAIMS** (MAY 2014)
(IAW FAR 32.806(a)(1))
- 52.232-25 PROMPT PAYMENT** (JAN 2017)
(IAW FAR 32.908(c))
- (a) *Invoice payments—*
- (5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.
- (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the ???? day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS** (JUN 2013)
(IAW FAR 32.706-3)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS** (NOV 2021)
(IAW FAR 32.009-2)
- 252.232-7010 LEVIES ON CONTRACT PAYMENTS** (DEC 2006)
(IAW DFARS 232.7102)

252.232-7017	ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS - PROHIBITION ON FEES AND CONSIDERATION (APR 2020) (IAW DFARS 232.009-2)
52.233-1	DISPUTES (MAY 2014) (IAW FAR 33.215)
52.233-3	PROTEST AFTER AWARD (AUG 1996) (IAW FAR 33.106(b))
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) (IAW FAR 33.215(b))
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017) (IAW FAR 42.1504)
52.242-13	BANKRUPTCY (JUL 1995) (IAW FAR 42.903)
52.243-1	CHANGES--FIXED-PRICE (AUG 1987) (IAW FAR 43.205(a)(1))
252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991) (IAW DFARS 243.205-70)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012) (IAW DFARS 243.205-71)
252.243-7999	SECTION 3610 REIMBURSEMENT (DEVIATION 2020-O0021) (AUG 2020) (IAW Deviation 2020-O0021, Revision 3)

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

“Affected contractor” means a contractor that has incurred costs to provide paid leave for its employees or subcontractors to maintain its workforce in a ready state and otherwise meets all the requirements of section 3610 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Pub. L. 116–136).

(b) *Reduction for credits or loan forgiveness.*

(1) Section 3610 of the CARES Act requires that the maximum reimbursement to affected contractors authorized by section 3610 shall be reduced by the amount of any credits received pursuant to Division G of Public Law 116-127 and any applicable credits a contractor is allowed under the CARES Act. The Contracting Officer will reduce the amount of the funds authorized under section 3610 and provided by modification, commensurate with the amount of any credits or loan forgiveness received.

(2) Should the timing of any other reimbursements be such that the Contractor is unable to provide notification to the contracting officer prior to execution of a contract modification resulting from the Contractor's section 3610 reimbursement request, the Contractor shall notify the contracting officer, as provided in paragraph (c), and agrees that the Government will modify the contract to reduce the reimbursed amount by the credit or loan forgiveness amount received.

(c) *Notice of receipt of credits or loan forgiveness.*

(1) The Contractor shall notify the Contracting Officer in writing within 30 days of receiving—

Loan forgiveness pursuant to—

Division G of the Families First Coronavirus Response Act (Pub. L. 116–127); or

(B) The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Pub. L. 116–136); and

Any other credit allowed by law (including State and local laws that are specifically identifiable with the

public health emergency declared on January 31, 2020, for COVID-19).

(2) Include in the notice to the Contracting Officer the amount of any credits or loan forgiveness received along with supporting information necessary to facilitate calculation of the required reductions of reimbursement provided under any contract modification pursuant to section 3610 reimbursement to offset credits or loan forgiveness received under paragraph (c)(1).

(d) *Audit.* The Government reserves the right to audit the Contractor's billed costs reimbursed under section 3610 of the CARES Act to ensure accuracy and compliance with law and any applicable regulations.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in any subcontract modification that involves the reimbursement of paid leave under section 3610 of the CARES Act to affected subcontractors, including subcontracts for the acquisition of commercial items.

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
(JAN 2022)
(IAW FAR 44.403)

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
(DOD CONTRACTS) (JAN 2021)
(IAW DFARS 244.403)

52.246-23 LIMITATION OF LIABILITY (FEB 1997)
(IAW FAR 46.805(a)(1))

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)
(IAW FAR 47.104-4(a), FAR 47.104-4(b))

52.247-68 REPORT OF SHIPMENT (REPSHIP) (FEB 2006)
(IAW FAR 47.208-2)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA--BASIC (FEB 2019)
(IAW DFARS 247.574(b))

252.247-7028 APPLICATION FOR U.S. GOVERNMENT SHIPPING
DOCUMENTATION/INSTRUCTIONS (JUN 2012)
(IAW DFARS 247.207)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
(APR 2012)
(IAW FAR 49.502(b)(1)(ii))

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
(IAW FAR 49.504(a)(1))

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
(IAW FAR 52.107(b))

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. **Also, the full text of a clause may be accessed electronically at this/these address(es):**

Regulations URLs: (Click on the appropriate regulation.)

<https://acquisition.gov/browse/index/far>

<https://acquisition.gov/dfars>

<https://acquisition.gov/affars>

NOTE: After selecting the appropriate regulation above, at the "Table of Contents" page, conduct a search for the desired regulation reference using your browser's **FIND** function. When located, click on the **regulation reference** (hyperlink).

52.253-1

COMPUTER GENERATED FORMS (JAN 1991)
(IAW FAR 53.111)

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

Form Number	Description/File Name	Date	Number of Pages
	EDL.pdf	01SEP2020	1
	Engineering Data List		
	SOW.pdf	01MAR2021	4
	Statement of Work		
DD2169	SPI.pdf	17APR2018	11
	Special Packaging Instruction SPI No: F01-208-0169 Code:98747		

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
OF OFFERORS OR RESPONDENTS

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS
(NOV 2011)
(IAW DFARS 203.171-4(b), DFARS 212.301(f)(iv))

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2022)
(IAW FAR 4.1202(a))

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **336413**.
- (2) The small business size standard is **1,250**.
- (3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—
- (i) Is set aside for small business and has a value above the simplified acquisition threshold;
 - (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
 - (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
- (b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
- ☐ (i) Paragraph (d) applies.
 - ☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
 - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
 - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
 - (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.
 - (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
 - (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
 - (vi) 52.204-26, Covered Telecommunications Equipment or Services—Representation. This provision applies to all solicitations.
 - (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
 - (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
 - (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

- (x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
- (xiv) 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.
- (xvii) 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, Alternate I, II, and III) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.
- (D) 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 Transaction Relating to Iran--Representation and Certifications. This provision applies to all solicitations.
- (xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

- ☒ (i) 52.204-17, Ownership or Control of Offeror.
- ☒ (ii) 52.204-20, Predecessor of Offeror.
- ☒ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (see note) (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -- Certification.). **(Note: If this clause is applicable it will be listed in the appropriate clause section of this document.)**

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

(see note) (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only). **(Note: If this clause and its Alternate I are applicable they will be listed in the appropriate clause section of this document.)**

(vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause #	Title	Date	Change

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

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021) (IAW DFARS 204.1202)

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

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

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

___ (i) Paragraph (e) applies.

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

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

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services—Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government--Representation. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services—Representation. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

- (vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.
- (vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.
- (viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

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

- ☐ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- ☒ (ii) 252.225-7000, Buy American —Balance of Payments Program Certificate.
- ☐ (iii) 252.225-7020, Trade Agreements Certificate.
- ☐ Use with Alternate I
- ☐ (iv) 252.225-7031, Secondary Arab Boycott of Israel.
- ☐ (v) 252.225-7035, Buy American —Free Trade Agreements—Balance of Payments Program Certificate.
- ☐ Use with Alternate I.
- ☐ Use with Alternate II.
- ☐ Use with Alternate III.
- ☐ Use with Alternate IV.
- ☐ Use with Alternate V.
- ☐ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.
- ☐ (vii) 252.232-7015, Performance-Based Payments—Representation.

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

FAR/DFARS Provision No.	Title	Date	Change

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

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)
(IAW DFARS 204.7304(a))

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)
(IAW 204.2105(a))

(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.

252.204-7017

**PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE
TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION**
(MAY 2021)
(IAW DFARS 204.2105(b))

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204–7016, Covered Defense Telecommunications Equipment or Services—Representation, that it “does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.”

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204–7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

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

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

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204–7016, Covered Defense Telecommunications Equipment or Services—Representation, that it “does” provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

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

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

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

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

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

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

252.204-7019

NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS
(MAR 2022)
(IAW DFARS 204.7304(d))

(a) *Definitions.*

“Basic Assessment”, “Medium Assessment”, and “High Assessment” have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

“Covered contractor information system” has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) *Requirement.* In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>

(c) *Procedures.*

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to webptsmh@navy.mil for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) *Summary level scores.* Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) *Basic Assessments.* An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract—

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System Security Plan	CAGE Codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total Score	Date score of 110 will be achieved

(2) *Medium and High Assessments.* DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) *Accessibility.*

(i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)
(IAW FAR 7.203)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>QUOTATION</u>	<u>PRICE TOTAL</u>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and re-solicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
(IAW FAR 9.104-7(b))

(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 proceeding 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 (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.
 - (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 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).

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)
(IAW FAR 9.104-7(d))

- (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.

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION (NOV 2021)
(IAW FAR 9.109-5)

THE FOLLOWING IS FILL-IN DATA FOR PROVISION 52.204-8 PARA (c)(2)(iii):

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2021)

(b) *Listed end products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

<u>Listed end product</u>	<u>Listed countries of origin</u>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

(c) *Certification.* The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

- ☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
- ☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

52.223-22 PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS--REPRESENTATION (DEC 2016)
(IAW FAR 23.804(b))

- (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:_____.

52.225-18 PLACE OF MANUFACTURE (AUG 2018)
(IAW FAR 25.1101(f))

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

"Manufactured end product" means any end product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product 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.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) ☐ **In the United States** (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ **Outside the United States.**

52.229-11 TAXES ON CERTAIN FOREIGN PROCUREMENTS - NOTICE AND REPRESENTATION (JUN 2020)
(IAW FAR 29.402-3(a))

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

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

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

United States person as defined in 26 U.S.C. 7701(a)(30) means—

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
- (5) Any trust if—

- (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
- (ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C–1 through 1.5000C–7.

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

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—

(1) It ☐ is ☐ is not a foreign person; and

(2) If the Offeror indicates “is” in paragraph (d)(1) of this provision, then the Offeror represents that—

I am claiming on the IRS Form W–14 ☐ a full exemption, or ☐ partial or no exemption
[Offeror shall select one] from the excise tax.

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

(1) The clause at FAR 52.229–12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

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

(f) If the Offeror selects “is” in paragraph (d)(1) and “partial or no exemption” in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229–12, Tax on Certain Foreign Procurements, in any resulting contract.

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

(End of provision)

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

52.204-7 **SYSTEM FOR AWARD MANAGEMENT** (OCT 2018)
(IAW FAR 4.1105(a)(1))

52.204-16 **COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING** (AUG 2020)
(IAW FAR 4.1804(a), FAR 12.301(d))

52.204-22 **ALTERNATIVE LINE ITEM PROPOSAL** (JAN 2017)
(IAW FAR 4.1008)

52.204-24

**REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO
SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)**
(IAW FAR 4.2105(a))

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 and 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.

(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.

(End of provision)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have 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) *Representations.*

(1) 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.

(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 any equipment, system, or service that uses covered telecommunications equipment or services.

**52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY
PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)**
(IAW FAR 11.604(a))

Note: DX or DO rating will be completed on cover page.

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (NOV 2021)
(IAW FAR 15.209(a))

252.215-7008 ONLY ONE OFFER (JUN 2019)
(IAW DFARS 215.408(3))

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to—

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) Canadian Commercial Corporation. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

**252.215-7013 SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE
CONTRACTORS (JAN 2018)**
(IAW DFARS 215.408(6))

52.216-1 **TYPE OF CONTRACT** (APR 1984)
(IAW FAR 16.105)

The Government contemplates award of a (see individual line item) contract resulting from this solicitation.

252.225-7973 **PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (DEVIATION 2020-O0015)** (MAY 2020)
(IAW DEVIATION 2020-O0015)

(a) *Prohibition.* Section 848 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92) prohibits DoD from using or procuring—

(1) An unmanned aircraft system (UAS), or any related services or equipment, that—

(i) Is manufactured in the People's Republic of China or by an entity domiciled in the People's Republic of China;

(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in the People's Republic of China or by an entity domiciled in the People's Republic of China;

(iii) Uses a ground control system or operating software developed in the People's Republic of China or by an entity domiciled in the People's Republic of China; or

(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, the People's Republic of China; or

(2) A system for the detection or identification of a UAS, or any related services or equipment, that is manufactured—

(i) In the People's Republic of China; or

(ii) By an entity domiciled in the People's Republic of China.

(b) *Representations.* By submission of its offer, the Offeror represents that it will not provide or use—

(1) A UAS, as described in paragraph (a)(1) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation; and

(2) A system for the detection or identification of a UAS, as described in paragraph (a)(2) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation.

(End of provision)

52.233-2 **SERVICE OF PROTEST** (SEP 2006)
(IAW FAR 33.106(a))

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from (See page 1 Issuing Office).

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.247-46 **SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS** (APR 1984)
(IAW FAR 47.305-3(b)(4)(ii))

52.252-1 **SOLICITATION PROVISIONS INCORPORATED BY REFERENCE** (FEB 1998)
(IAW FAR 52.107(a))

This solicitation incorporated one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The full text of a clause may be accessed electronically at this/these address(es): Regulations URLs: (Click on the appropriate regulation.)

<https://acquisition.gov/browse/index/far>

<https://acquisition.gov/dfars>

<https://acquisition.gov/affars>

NOTE: After selecting the appropriate regulation above, at the "Table of Contents" page conduct a search for the desired regulation reference, using your browser's **FIND** function. When located, click on the **regulation reference** (hyperlink).

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION M
EVALUATION FACTORS FOR AWARD

EVALUATION CRITERIA FOR AWARD (OCT 1997)

(IAW FAR 13.106-2(b), FAR 14.201-5(c), FAR 15.204-5(c))

For the purposes of award, offers will be evaluated based on the following factors, listed in descending order of importance:

Evaluation Factors	Order of Importance
Price or Cost	01

All evaluation factors other than cost or price, when combined, are _.

NOTICE FOR OPTIONS: Price will be evaluated by adding the extended prices for basic award and option quantities, if applicable.

52.247-47

EVALUATION-F.O.B. ORIGIN (JUN 2003)

(IAW FAR 47.305-3(f)(2))

(a) The Government normally uses _____* methods of transportation by regulated common carrier for shipment within the contiguous United States.

* ITEM NO	MODE OF TRANSPORTATION
0001	Surface
0002	Surface
0003	Surface