

<b>REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)</b>		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			Page 1	
1. REQUEST NO. <b>SPRTA1-23-Q-0039</b>	2. DATE ISSUED <b>2 NOV 2022</b>	3. REQUISITION/PURCHASE REQUEST NO. <b>FD20302300129ADV</b>		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1 →	RATING <b>DO: A1</b>	
5a. ISSUED BY DLA AVIATION AT OKLAHOMA CITY, OK DLR PROCUREMENT OPERATIONS (AO) 3001 STAFF DRIVE TINKER AFB OK 73145-3070 BUYER: Louis A. Colon/DLA-AOAA louis.colon.2@us.af.mil Phone: (405) 855- 3354 Fax: (405) 734-8129 No Collect Calls			CODE: <b>SPRTA1</b>		6. DELIVERY BY (Date) <b>SEE SCHEDULE</b>  <b>SCD:B</b>	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)				7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)		
NAME <b>Louis Colon</b>		TELEPHONE NUMBER		9. DESTINATION		
		AREA CODE <b>(405)</b>	NUMBER <b>855 -3354</b>	a. NAME OF CONSIGNEE		
8. TO				b. STREET ADDRESS		
a. NAME		b. COMPANY		c. CITY		
c. STREET ADDRESS				d. STATE e. ZIP CODE		
d. CITY		e. STATE	f. ZIP CODE			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) <b>2 DEC 2022</b>		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.				
11. SCHEDULE (Include applicable Federal, State and local taxes)						
ITEM NO. (a)	SUPPLIES/SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	<b>SEE SCHEDULE</b>					
Subject to the terms and conditions stated herein, the Contractor agrees to hold its offered prices firm for <u>120</u> days.						
NAICS CODE: <b>336412</b>	SIZE STD: <b>1,500</b>	CRITICAL SAFETY ITEM				
12. DISCOUNT FOR PROMPT PAYMENT →	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS		
				NUMBER	PERCENTAGE	
NOTE: Additional provisions and representations <input checked="" type="checkbox"/> are			are not attached.			
13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER		CAGE:				
b. STREET ADDRESS			16. SIGNER			
c. COUNTY			a. NAME (Type or print)		b. TELEPHONE	
d. CITY			e. STATE		AREA CODE	
			c. TITLE (Type or print)		NUMBER	

FOLD

FOLD

**SOLICITATION NO.**      **SPRTA123Q0039**  
**DUE:**    2 -DEC -2022

**FROM:**

**AFFIX  
STAMP  
HERE**

**TO:**

**ATTN:** Louis Colon/DLA-AOAA  
DLA AVIATION AT OKLAHOMA CITY, OK  
DLR PROCUREMENT OPERATIONS (AO)  
3001 STAFF DRIVE  
TINKER AFB OK 73145-3070

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

The required quantity is for 23 each. However, this is a range requirement with a minimum: 1 each and maximum: 35 each. Quantity will be revalidated with the Item Manager prior to contract award. The Government is requesting for three (3) quantity ranges listed below. However, offerors may provide a pricing proposal in accordance with their own quantity price breaks.

NEW MANUFACTURED MATERIAL

Item No.  
0001

Firm Fixed Price			
<u>From Quantity</u>	<u>U/I</u>	<u>To Quantity</u>	<u>Unit Price</u>
23	EA		

Quantity Range

A			
1	EA	13	EA

Quantity Range

B			
13	EA	26	EA

Quantity Range

C			
27	EA	35	EA

NSN: 2840-00-066-9925 RV

HOUSING,ANTIFRICTIO

MOUNTING LOCATION FOR #1 BEARING AND CARBON SEAL. PROVIDES SLEEVES FOR LOCATING OIL TUBES.

AMS 6322 STEEL

<u>Manufacturer</u>	<u>Part Number</u>
52661	769553

Associated Document(s)	Line Item(s)
FD20302300129ADV	0001

Priority: R

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Receiving Report Required

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.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	

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Applicability: None ;

Buy American Act/Balance of Payments Program

IUID Required: Yes

Physical Item Markings:

NEW MANUFACTURED MATERIAL

Transportation From Continental United States CONUS (CONUS) Sources  
TYPE / SHIP TO CODE F.O.B.

	Type / Ship To	Quantity (U/I)	ORIGIN	Application/Use	Quantity
	A SW3211		ORIGIN	Application/Use	Quantity
	Class I ODS Substance			NONE	NONE
	NONE				
	Type / Ship To		PACRN	Mark For	
	A SW3211		PAA	ACCT 09	
	Type / Ship To			On or Before	Req No / Pri
Required Delivery	A SW3211	23 EA		31 AUG 2026	Non-MilStrip
Proposed Delivery	A SW3211	23 EA			

NOTE: INSPECTION AND ACCEPTANCE REPORTS WILL BE SUBMITTED USING WIDE AREA WORKFLOW (WAWF).

SHIP TO / PLACE OF PERFORMANCE

TYPE/CODE: A SW3211  
 DLA DISTRIBUTION DEPOT OKLAHOMA  
 3301 F AVE CEN REC BLDG 506 DR 22  
 TINKER AFB OK 73145-8000  
 USA

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

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

- 52.242-17**                    **GOVERNMENT DELAY OF WORK** (APR 1984)  
(IAW FAR 42.1305(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]

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))
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
- (1) Document type. The Contractor shall use the following document type(s).

(Contracting Officer: Insert applicable document type(s).)

Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(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	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
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.")

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(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.

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

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

**ACCOUNTING AND APPROPRIATION DATA (AUG 1998)**

ACRN	Accounting and Appropriation Chargeable Funds Citation	Amount Chargeable
AA	97 X4930 .FC04 64 3 4G GT 15101P 01N000 000000 000000 503000 F03000 PSR: K31844 FSR: 013352 CIN: FD2030-23-00129	\$0.00

ACRN	Accounting and Appropriation Chargeable Funds Citation	Amount Chargeable
	ACRN TOTAL	\$ 0.00

PART II - CONTRACT CLAUSES  
SECTION I  
CONTRACT CLAUSES

**5352.201-9101**

**OMBUDSMAN** (OCT 2019)  
(IAW AFFARS 5301.9103)

**DLA OMBUDSMAN**

(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 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) The Competition Advocate (CA) at each contracting activity/office (as defined in DLAD 2.101) shall act as the ombudsman and attempt to resolve contractor complaints. DLA AVIATION at Oklahoma City/AOB's CA/ombudsman can be reached at (405) 855-3556, facsimile (405) 734-8129. Complaints which cannot be so resolved shall be forwarded to the HQ DLA through J-72 for resolution by the DLA competition advocate. Each activity is responsible for developing procedures for executing the duties and responsibilities of its local ombudsman.

(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.

(End of clause)

(The above Clause/Provision has been modified.)

**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))
- 252.203-7002**                **REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS**  
(SEP 2013)  
(IAW DFARS 203.970)
- 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))
- 252.204-7003**                **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))

**252.204-7021 CYBERSECURITY MATURITY MODEL CERTIFICATION REQUIREMENTS**  
 (NOV 2020)  
 (IAW DFARS 204.7503(a) and 204.7503(b))

(a) Scope. The Cybersecurity Maturity Model Certification (CMMC) CMMC is a framework that measures a contractor's cybersecurity maturity to include the implementation of cybersecurity practices and institutionalization of processes (see ).

(b) Requirements. The Contractor shall have a current (i.e. not older than 3 years) CMMC certificate at the CMMC level required by this contract and maintain the CMMC certificate at the required level for the duration of the contract.

(c) Subcontracts. The Contractor shall—

(1) Insert the substance of this clause, including this paragraph (c), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items, excluding commercially available off-the-shelf items; and

(2) Prior to awarding to a subcontractor, ensure that the subcontractor has a current (i.e., not older than 3 years) CMMC certificate at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor.

**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.

**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)

**252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011)**  
 (IAW DFARS 209.270-5)

(b) Identification of critical safety items. One or more of the items being procured under this contract is an aviation or ship critical safety item. The following items have been designated aviation critical safety items or ship critical safety items by the designated design control activity:

Line Item	Description
0001	HOUSING, ANTI-FRICTION

**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 reparable and DoD serially managed nonreparable 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.

**52.213-4**

**TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN  
COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES) (JAN 2022)  
(IAW FAR 13.302-5(d))**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

- (1) The clauses listed below implement provisions of law or Executive order:
  - (i) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
  - (ii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
  - (iii) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
  - (iv) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
  - (v) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
  - (vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
  - (vii) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
  - (viii) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
  - (ix) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78 (19 U.S.C. 3805 note)).
- (2) Listed below are additional clauses that apply:
  - (i) 52.232-1, Payments (APR 1984).
  - (ii) 52.232-8, Discounts for Prompt Payment (FEB 2002).
  - (iii) 52.232-11, Extras (APR 1984).
  - (iv) 52.232-25, Prompt Payment (JAN 2017).
  - (v) 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013).
  - (vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (NOV 2021).
  - (vii) 52.233-1, Disputes (MAY 2014).
  - (viii) 52.244-6, Subcontracts for Commercial Products and Commercial Services (JAN 2022)
  - (ix) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

- (1) The clauses listed below implement provisions of law or Executive order:
  - (i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at or above the threshold specified in FAR 4.1403(a) on the date of award of this contract).
  - (ii) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in FAR 2.101 on the date of award of this contract).
  - (iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020) (41 U.S.C. chapter 65) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).
  - (iv) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).
  - (v) 52.222-36, Equal Employment for Workers with Disabilities (JUN 2020) (29 U.S.C. 793) (Applies to contracts over the threshold specified in FAR 22.1408(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
  - (vi) 52.222-37, Employment Reports on Veterans (JUN 2020)(38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).
  - (vii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

- (viii)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).
- (B) Alternate I (MAR 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).
- (ix) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.))).
- (x) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))
- (xi) 52.223-5, Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13423) (Applies to services performed on Federal facilities).
- (xii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693)(applies to contracts for products as prescribed at FAR 23.804(a)(1)).
- (xiii) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).
- (xiv) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—
- (A) Delivered;
  - (B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
  - (C) Furnished by the Contractor for use by the Government; or
  - (D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).
- (xv) 52.223-20, Aerosols (JUN 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).
- (xvi) 52.223-21, Foams (JUN 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities).
- (xvii) 52.225-1, Buy American—Supplies (NOV 2021) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in FAR 2.101 on the date of award of this contract, and the acquisition—
- (A) Is set aside for small business concerns; or
  - (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).
- (xviii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792) (Applies to contracts greater than the threshold specified in FAR 26.404 on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).
- (xix) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).
- (xx) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)
- (xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)
- (2) Listed below are additional clauses that may apply:
- (i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (NOV 2021) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system).
  - (ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021) (Applies to contracts over the threshold specified in FAR 9.405-2(b) on the date of award of this contract).

- (iii) 52.211-17, Delivery of Excess Quantities (SEP 1989) (Applies to fixed-price supplies).
- (iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).
- (v) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). 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):

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

<https://www.acquisition.gov/dfars>

<https://www.acquisition.gov/affars>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights—

- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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

**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.]

- 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES** (JAN 2022)  
(IAW FAR 22.1505(b))
- 52.222-20 CONTRACTS FOR MATERIALS, ARTICLES, AND EQUIPMENT** (JUN 2020)  
(IAW FAR 22.610)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS** (NOV 2021)  
(IAW FAR 22.1705(a)(1))
- 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](http://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))
- 252.225-7008**                **RESTRICTION ON ACQUISITION OF SPECIALTY METALS** (MAR 2013)  
(IAW DFARS 225.7003-5(a)(1), DFARS 212.301(f)(xxiv))
- 252.225-7009**                **RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS** (DEC 2019)  
(IAW DFARS 225.7003-5(a)(2), DFARS 212.301(f)(xxv))
- 252.225-7016**                **RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS** (JUN 2011)  
(IAW DFARS 225.7009-5)
- 252.225-7048**                **EXPORT-CONTROLLED ITEMS** (JUN 2013)  
(IAW DFARS 225.7901-4)
- 252.225-7972**                **PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (DEVIATION 2020-O0015)** (MAY 2020)  
(IAW Deviation 2020-O0015)

Deviation 2020-00015

(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)

**52.229-4 FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)**  
(FEB 2013)  
(IAW FAR 29.401-3(b))

**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 7th 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)**

**252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS  
(DEC 2018)  
(IAW DFARS 232.7004(a))**

(a) Definitions. As used in this clause—

“Contract financing payment” means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include—

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include—

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

“Electronic form” means any automated system that transmits information electronically from the initiating system to affected systems.

“Invoice payment” means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include—

(i) Payments for partial deliveries that have been accepted by the Government;

(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;

(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

“Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

“Receiving report” means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

- (d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when—
- (1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;
  - (2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);
  - (3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or
  - (4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at <https://wawf.eb.mil/>.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

<b>252.232-7004</b>	<b>DOD PROGRESS PAYMENT RATES (DEVIATION 2020-O0010)</b> (MAR 2020) (IAW Deviation 2020-O0010)
<b>252.232-7010</b>	<b>LEVIES ON CONTRACT PAYMENTS</b> (DEC 2006) (IAW DFARS 232.7102)
<b>252.232-7017</b>	<b>ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS - PROHIBITION ON FEES AND CONSIDERATION</b> (APR 2020) (IAW DFARS 232.009-2)
<b>252.242-7005</b>	<b>CONTRACTOR BUSINESS SYSTEMS</b> (FEB 2012) (IAW DFARS 242.7001)
<b>52.243-1</b>	<b>CHANGES--FIXED-PRICE</b> (AUG 1987) (IAW FAR 43.205(a)(1))
<b>252.243-7001</b>	<b>PRICING OF CONTRACT MODIFICATIONS</b> (DEC 1991) (IAW DFARS 243.205-70)
<b>252.243-7999</b>	<b>SECTION 3610 REIMBURSEMENT (DEVIATION 2020-O0021)</b> (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.

- 252.244-7000**                    **SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)** (JAN 2021)  
(IAW DFARS 244.403)
- 252.246-7003**                    **NOTIFICATION OF POTENTIAL SAFETY ISSUES** (JUN 2013)  
(IAW DFARS 246.370(a), DFARS 212.301(f)(xii))
- 52.247-1**                         **COMMERCIAL BILL OF LADING NOTATIONS** (FEB 2006)  
(IAW FAR 47.104-4(a), FAR 47.104-4(b))
- 252.247-7023**                    **TRANSPORTATION OF SUPPLIES BY SEA--BASIC** (FEB 2019)  
(IAW DFARS 247.574(b))
- 52.249-1**                         **TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)** (APR 1984)  
(IAW FAR 49.502(a)(1))
- 52.249-2**                         **TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)**  
(APR 2012)  
(IAW FAR 49.502(b)(1)(i))
- 52.249-8**                         **DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)** (APR 1984)  
(IAW FAR 49.504(a)(1))

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

Form Number	Description/File Name	Date	Number of Pages
AFMC 158	ATTACHMENT 1 PACKAGING	18OCT2022	1
DD FORM 1653	ATTACHMENT 2 TRANSPORTATION	18OCT2022	1

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 336412.
- (2) The small business size standard is 1,500.
- (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 it's 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> 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 [webpmsmh@navy.mil](mailto:webpmsmh@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
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(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](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.

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(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>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(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.

**52.209-11 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.

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>
_____	_____
_____	_____
_____	_____

- (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.

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))



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)

**52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES -  
REPRESENTATION (OCT 2020)**  
(IAW FAR 4.2105(c))

(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.

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

**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)

**52.252-1 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).