

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			Page 1		
1. REQUEST NO. SPRHA1-22-Q-0266	2. DATE ISSUED 25 JAN 2022	3. REQUISITION/PURCHASE REQUEST NO. FD202200266		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 →	RATING DO: A1		
5a. ISSUED BY DLA AVIATION - OGDEN, DLR PROCUREMENT OPS/AUB 6051 GUM LANE BLDG 1225 HILL AIR FORCE BASE UT 84056-5820 BUYER: Michelle L. Parker/DLA michelle.parker.2@us.af.mil Phone: (385) 519- 8190 Fax: (000) 000-0000 No Collect Calls				CODE: SPRHA1		6. DELIVERY BY (Date) SEE SCHEDULE SCD:B	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)				7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)			
NAME Michelle L Parker		TELEPHONE NUMBER		9. DESTINATION			
		AREA CODE (385)	NUMBER 519 -8190	a. NAME OF CONSIGNEE			
8. TO							
a. NAME		b. COMPANY		b. STREET ADDRESS			
c. STREET ADDRESS				c. CITY			
d. CITY		e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) 25 FEB 2022		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)	
	SEE SCHEDULE ROUTINE Subject to the terms and conditions stated herein, the Contractor agrees to hold its offered prices firm for <u>90</u> days. NAICS CODE: 336413 SIZE STD: 1,250 QUALIFICATION PACKAGE REQUIRED – See special instructions included herein for qualification by similarity. THE FOLLOWING ARE NOT REQUIRED TO SUBMIT A QUALIFICATION PACKAGE: ES3 (4JZH8); AIR NEW ZEALAND (E2098)						
				Controlled by: DLA Aviation Ogden Controlled by: AUB CUI Category: Contract Use Distribution/Dissemination Control: FEDCON POC: michelle.parker.2@us.af.mil			
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					AREA CODE		
e. STATE			c. TITLE (Type or print)		NUMBER		

FOLD

FOLD

SOLICITATION NO. **SPRHA122Q0266**
DUE: 25 -FEB -2022

FROM:

**AFFIX
STAMP
HERE**

TO:

ATTN: Michelle L Parker/DLA
DLA AVIATION - OGDEN, DLR PROCUREMENT OPS/AUB
6051 GUM LANE BLDG 1225
HILL AIR FORCE BASE UT 84056-5820

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

Item No.

0001

Firm Fixed Price

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

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

NSN: 1630-01-676-5134 LE

TRUNNION STRUT, LAND

Outboard MLG Ski Strut provides for attach point and mechanically leverages the movement of the Main Ski assembly independent of the MLG.

C-130

<u>Manufacturer</u>	<u>Part Number</u>
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4JZH8	201612241-01
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98747	201612241-01
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E2098	201612241-01
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<u>Associated Document(s)</u>	<u>Line Item(s)</u>
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FD20202200266	0001
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Priority: R

Quantity Variance (Over Percent): 10 (Under Percent): 00

Limitations of Liability: Other Than High Value Item

Inspection: Origin

Acceptance: Origin 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.)

<u>Title</u>	<u>Number</u>	<u>Date</u>	<u>Tailoring</u>
ISO	9001-2008	2008	

Applicability: None ;

Buy American Act/Balance of Payments Program

IUID Required: Yes

Physical Item Markings:

IAW MIL-STD-130

Transportation From Continental United States CONUS (CONUS) Sources

<u>TYPE / SHIP TO CODE</u>	<u>F.O.B.</u>
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A SW3210	ORIGIN
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<u>Class I ODS Substance</u>	<u>Application/Use</u>	<u>Quantity</u>
NONE	NONE	NONE

<u>Type / Ship To</u>	<u>PACRN</u>	<u>Mark For</u>
A SW3210	PAA	09 account

<u>Type / Ship To</u>	<u>Quantity (U/I)</u>	<u>ARO</u>	<u>Req No / Pri</u>
		14 months	

**Required
Delivery**

A SW3210 10 EA ARO 14 months

**Proposed
Delivery**

A SW3210 10 EA

SHIP TO / PLACE OF PERFORMANCE**TYPE/CODE:** A SW3210

DLA DISTRIBUTION DEPOT HILL
 7537 WARDLEIGH RD BLDG 849W
 CML 385 519 8898
 HILL AFB UT 84056-5734
 HILL AFB UT 84056-5734 49 84056-5734
 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 D
 PACKAGING AND MARKING**

MIL-STD-130: Items shall be marked in accordance with MIL-STD-130. The National Stock Number (NSN), and when assigned, the Configuration Item Identifier (CII), serial number, and military type designation information shall be marked on major assemblies, units, groups, and sets. Special attention must be given to requirements governing the application of the actual manufacturer's Federal Supply Code for Manufacturers (FSCM) to the physical item. Items which are excluded in accordance with paragraph 1.1 of MIL-STD-130, Revision M, shall be marked in accordance with the appropriate document.

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

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

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

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

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

b. Tags and labels, when required, shall be contractor's tags or labels conforming to the requirements of MIL-STD-129 or as approved by the procuring activity. Contractor's forms which indicate serviceable condition shall not be any shade of green or red. Labels are authorized to be used on metal containers. Items requiring technical order (T.O.) certification shall be annotated on inner and outer container tags or label with T.O. compliance.

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

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

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

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

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

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

- (1) Foreign Military Sales.
- (2) Direct Vendor Delivery (DVD)/Government Furnished Equipment (GFE) shipments.
- (3) Multipack Exterior Shipping Containers. (Unit and intermediate containers do require a bar coded NSN/NATO stock number. However, the next container (unit or intermediate) inside the multipack will also require a bar coded NSN/NATO stock number and contract number with call number, if applicable, in the lower right hand corner).
- (4) All unpacked or uncrated items; e.g., vehicles, tires, etc.

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

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

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

b. Items shall be marked in accordance with requirements of MIL-STD-130. Markings shall be located in a manner so as to be conspicuous to the person removing the item from service. When no deleterious effect or functional degradation is caused, the markings shall be black letters on yellow FED-STD-595 color 13655) background. The marking shall include the same period or condition required on the containers.

SHIPPING CONTAINER MARKING

All shipping containers shall be marked meeting the following criteria:

MIL-STD-129 **P**, Standard Practice for Military Marking.

Bar code format shall conform to bar code symbology Format 3 of 9, Code 39 as specified in MIL-STD-129 **P**.

Additional marking and/or bar coding requirements exceeding those of MIL-STD-129 **P**, e.g., unit serial numbers, original equipment manufacturer's (OEM) name, or OEM model number, as specified on the AFMC Form 158:

PACRN(s) Applicable	Additional Bar Coding or Marking Requirements (if applicable)
PAA	Not Applicable

MILITARY PACKAGING AND MARKING

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

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

PACRN	PRESERVATION LVL	PACKING LVL	QUP	SPI NUMBER	SPI REVISION	SPI DATE
PAA	MIL	B	001	F012383370	C	04APR2019

**PART I - THE SCHEDULE
 SECTION E
 INSPECTION AND ACCEPTANCE**

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

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

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

Title	Number	Date	Tailoring
*See Individual Line Item Schedule			

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

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

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

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

52.211-16 VARIATION IN QUANTITY (APR 1984)
 (IAW FAR 11.703(a))

(b) The permissible variation shall be limited to:

Percent increase (See individual line item(s)) Percent decrease (See individual line item(s))
 This increase or decrease shall apply to (See individual line item(s)).

- 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]

COMMERCIAL BILL OF LADING SHIPMENTS - CARRIER'S RATES

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

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

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

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

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

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

252.232-7006

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

(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*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
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 2 47 GH 15400Z 01N000 00000 EERRCT 503000 F03000 PSR: K27945 FSR: 001679 DSR: 178156 CIN: F2DCCW2005A1020000AA	\$0.00

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

TRANSPORTATION APPROPRIATION CHARGEABLE

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

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

Insert 3 if movement via surface mode or 2 if movement via airlift in place of any "#" shown.

Insert last digit of current fiscal year in place of any asterisk "*" shown when material is shipped.

TAI	ATAC	FMS ALLOTMENT / NOTE
TAA	FRS3	

**PART II - CONTRACT CLAUSES
 SECTION I
 CONTRACT CLAUSES**

**5352.201-9101 OMBUDSMAN (OCT 2019)
 (IAW AFFARS 5301.9103)**

- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.
- (b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).
- (c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, **Kristina Lenderman** at **385 519-8209** , FAX **000 000-0000** , email **kristina.lenderman@us.af.mil** . Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.
- (d) The ombudsman has no authority to render a decision that binds the agency.
- (e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer.

52.203-12	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 (NOV 2020) (IAW DFARS 204.7304(e))

252.204-7022 EXPEDITING CONTRACT CLOSEOUT (MAY 2021)
 (IAW DFARS 204.804-70)

(a) At the conclusion of all applicable closeout requirements of Federal Acquisition Regulation 4.804, the Government and Contractor shall mutually agree on the residual dollar amount remaining on the contract. Both the Government and Contractor agree to waive payment of any residual dollar amount of \$1,000 or less to which either party may be entitled at the time of contract closeout.

(b) A residual dollar amount includes all money owed to either party at the end of the contract and as a result of the contract, excluding amounts connected in any way with taxation or a violation of law or regulation.

(c) For purposes of determining residual dollar amounts, offsets (e.g., across multiple contracts or orders) may be considered only to the extent permitted by law.

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

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

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

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

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

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)
 (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 <http://www.acq.osd.mil/dpap/pdi/uid/iuid/equivalents.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 http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(c) *Unique item identifier.*

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

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

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

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

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

- (iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number _____ (or See Schedule as Applicable).
- (iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number _____ (or See Schedule as Applicable).
- (v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

- (f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:
- (1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.
- (2) Embedded items shall be reported by one of the following methods—
- (i) Use of the embedded items capability in WAWF;
- (ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>;
- (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 Under Executive Order 13658 (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 and the District of Columbia)).
- (x) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (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.]

52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)
 (IAW FAR 22.1705(a)(1))

52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)
 (IAW FAR 23.406(b))

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)
 (IAW FAR 23.303(a))

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract.

<u>Identification No.</u>	<u>MATERIAL (If none, Insert None)</u>

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
 (IAW FAR 23.505)

52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016)
 (IAW FAR 23.804(a)(1))

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

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

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

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

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

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

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

Warning

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

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

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

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

- (i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);
- (ii) Contract number; and
- (iii) Equipment/appliance;

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

- (i) Annually by November 30 of each year during contract performance; and
- (ii) At the end of contract performance.

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

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

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

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

252.223-7001 HAZARD WARNING LABELS (DEC 1991)
 (IAW DFARS 223.303)

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

ACT	MATERIAL (If None, Insert “None.”)

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))

252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC (DEC 2017) (IAW DFARS 225.1101(2)(i) and (2)(ii))
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2017) (IAW DFARS 225.1101(3))
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-O0015

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

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

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

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

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

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

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

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

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

(b) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (b), in all subcontracts or other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

52.229-3	FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) (IAW FAR 29.401-3(a))
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))
52.232-39	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.

252.232-7004 DOD PROGRESS PAYMENT RATES (DEVIATION 2020-O0010) (MAR 2020)
(IAW Deviation 2020-O0010)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)
(IAW DFARS 232.7102)

252.232-7017 ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS - PROHIBITION ON FEES AND CONSIDERATION (APR 2020)
(IAW DFARS 232.009-2)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987)
(IAW FAR 43.205(a)(1))

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
(IAW DFARS 243.205-70)

252.243-7999 SECTION 3610 REIMBURSEMENT (DEVIATION 2020-O0021) (AUG 2020)
(IAW Deviation 2020-O0021, Revision 3)

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

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

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

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

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

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

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

Loan forgiveness pursuant to—

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

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

Any other credit allowed by law (including State and local laws that are specifically identifiable with the public health emergency declared on January 31, 2020, for COVID-19).

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

(c)(1).

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

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

- 252.244-7000** **SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)** (JAN 2021)
 (IAW DFARS 244.403)
- 52.246-23** **LIMITATION OF LIABILITY** (FEB 1997)
 (IAW FAR 46.805(a)(1))
- 52.247-1** **COMMERCIAL BILL OF LADING NOTATIONS** (FEB 2006)
 (IAW FAR 47.104-4(a), FAR 47.104-4(b))
- 252.247-7023** **TRANSPORTATION OF SUPPLIES BY SEA--BASIC** (FEB 2019)
 (IAW DFARS 247.574(b))
- 252.247-7028** **APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS** (JUN 2012)
 (IAW DFARS 247.207)

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

Form Number	Description/File Name	Date	Number of Pages
EDL	ENGINEERING DATA LIST REVISION: 2	29OCT2021	1
DD 2169	SPECIAL PACKAGING INSTRUCTION (SPI) SPI NO F01-238-3370	04APR2019	4
	MANUFACTURING QUALIFICATION REQUIREMENTS SECTION C:	UNDATED	3

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 (JAN 2022)
(IAW FAR 4.1202(a))

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336413.
- (2) The small business size standard is 1,250.
- (3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—
- (i) Is set aside for small business and has a value above the simplified acquisition threshold;
 - (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
 - (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
- (b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
- (i) Paragraph (d) applies.
 - (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
 - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures;
 - or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
 - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
 - (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.
 - (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
 - (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
 - (vi) 52.204-26, Covered Telecommunications Equipment or Services—Representation. This provision applies to all solicitations.
 - (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
 - (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
 - (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
 - (x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
 - (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternate I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(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 will be performed in the United States or its outlying areas.

(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.

(xviii) 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 (NOV 2020) (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/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html.

(c) *Procedures.*

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

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

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

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

(i) The email shall include the following information:

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

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

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

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

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

(D) Date the assessment was completed.

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Accessibility.*

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

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

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

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

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

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

OFFEROR RECOMMENDATIONS

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

(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.

52.223-1 BIOBASED PRODUCT CERTIFICATION (MAY 2012)
 (IAW FAR 23.406(a))

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))
- 52.204-16** **COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING** (AUG 2020)
(IAW FAR 4.1804(a), FAR 12.301(d))
- 52.204-22** **ALTERNATIVE LINE ITEM PROPOSAL** (JAN 2017)
(IAW FAR 4.1008)
- 52.204-24** **REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT** (NOV 2021)
(IAW FAR 4.2105(a))

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

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or

renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

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

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

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

(d) *Representations.* The Offeror represents that—

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

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

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

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

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

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

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

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

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

(End of provision)

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.

52.213-7000 NOTICE TO PROSPECTIVE SUPPLIERS ON USE OF SUPPLIER PERFORMANCE RISK SYSTEM IN PAST PERFORMANCE EVALUATIONS (SEP 2019)
(IAW FAR 213.106-2-70)

52.215-7013 SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (JAN 2018)
(IAW DFARS 215.408(6))

52.225-7973 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)

- 252.225-7974** **REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (DEVIATION 2020-O0005)** (FEB 2020)
 (IAW Deviation 2020-O0005)
- 52.247-46** **SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS** (APR 1984)
 (IAW FAR 47.305-3(b)(4)(ii))
- 52.252-1** **SOLICITATION PROVISIONS INCORPORATED BY REFERENCE** (FEB 1998)
 (IAW FAR 52.107(a))

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

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

- <https://acquisition.gov/browse/index/far>
- <https://acquisition.gov/dfars>
- <https://acquisition.gov/affars>

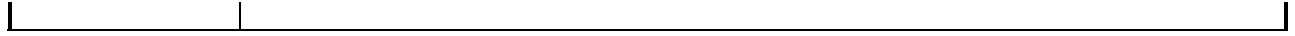
NOTE: After selecting the appropriate regulation above, at the "Table of Contents" page conduct a search for the desired regulation reference, using your browser's **FIND** function. When located, click on the **regulation reference** (hyperlink).

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

- 52.247-47** **EVALUATION-F.O.B. ORIGIN** (JUN 2003)
 (IAW FAR 47.305-3(f)(2))

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

* ITEM NO	MODE OF TRANSPORTATION
0001	Surface



ENGINEERING DATA LIST										*HISTORY*	
REVISION: 2										PAGE: 1 OF 1	
DATE: 29 OCT 2021		DATA TECH: Nelson, Boston B		ORGANIZATION/OFFICE SYMBOL: 429 SCMS / GUMACB			END ITEM: C-130 LANDING GEAR				
CAGE: 98747		MANUFACTURER NAME: OGDEN AIR LOGISTICS CENTER		REFERENCE NUMBER: 201612241-01			NOUN: STRUT ASSEMBLY, SKI			NSN: 1630016765134LE	
LINE/SUB	CAGE	ENG DRAWING NUM/ ACCOMP DOC NUM	REV	NR SHEETS	FURN CODE	DIST CODE	NOUN	REMARKS			
L	98747	201612241	D		S	D	STRUT, ONBOARD, MLG SKI	NAME: Nelson, Boston B (-01)			
L	98747	200827953	A		S	D	LABEL, UNIQUE IDENTIFICATION (UID), LANDING GEAR				
L	98747	201416605	D		S	D	LANDING GEAR REQUIREMENTS DOCUMENT				
STANDARD ENGINEERING TEXT											
NAME: Nelson, Boston B DATE: 29 OCT 2021											
RELEASE OF THIS DATA TO A FOREIGN OWNED, CONTROLLED OR INFLUENCED COMPANY IS DEPENDENT UPON THE APPROVAL OF THE FOREIGN DISCLOSURE OFFICE.											
NOTE TO ALL SUPPLY CHAIN PERSONNEL: THE ENGINEERING NOTES ARE PROVIDED ON AIR FORCE DRAWING 201416605, CAGE CODE 98747, AND ADVANCED ENGINEERING SUPPLEMENTAL ORDER(S) (AESO(S)). THE HILL AFB FORM 462, ENGINEERING DATA REQUIREMENTS (ATTACHMENT A /ENGINEERING INSTRUCTIONS) ARE NO LONGER UTILIZED FOR LANDING GEAR AND WILL NOT BE PROVIDED. ALL PREVIOUS LANDING GEAR VERSIONS OF THE HILL AFB FORM 462 FOR THIS NATIONAL STOCK NUMBER (NSN) HAVE BEEN SUPERSEDED AND WILL NOT BE UTILIZED FOR MANUFACTURE OF THIS COMPONENT/ASSEMBLY.											
CU											
CU											
FURNISHED METHOD CODE LEGEND:											
C - CLASSIFIED DOCUMENT.				X - DATA SUPPLIED (NOT IN JEDMICS).				G - GOVT DOCUMENT.			
S - FURNISHED WITH SOLICITATION.				R - FURNISHED BY PCO UPON REQUEST.				O - OTHERS, CONTRACTOR MUST ACQUIRE.			
M - STABLE BASE DRAWING REQUIRED; FURNISHED WITH CONTRACT AWARD.				P - PARTIAL DOCUMENT FURNISHED.				A - DATA NOT AVAILABLE.			
				V - VENDOR DRAWING; (NOT PROVIDED).							

CUI		CODE ID	SPI NO. (TPO)
SPECIAL PACKAGING INSTRUCTION		98747	F01-238-3370
			SHEET 1 OF 4

PART OR DRAWING NO. 380108-7	NATIONAL STOCK NO. 1630-01-238-3370	CURRENT REV C	ILL. K. KNIGHTON P.S. B. TALBOT
ITEM NOMENCLATURE STRUT ASSEMBLY, SKI		ORIGINAL DATE 00171	CHK. W. MONSON AUTH. N. CORONADO

MILITARY PRESERVATION IAW MIL-STD-2073

SERVICEABLE METHOD: 20

UNSERVICEABLE METHOD: 20

QUP 001

ICQ 000

CLEANING & DRYING: IAW MIL-STD-2073

PRESERVATIVE: MIL-PRF-16173 CODE 2

MARKING IAW MIL-STD-129

SPECIAL MARKINGS:

A) SPI NO. F01-238-3370

MARK THE SPI NUMBER ON THE IDENTIFICATION SIDE OF CONTAINER.

B) REUSABLE CONTAINER & DUNNAGE DO NOT DESTROY.

PACKING AS SPECIFIED BELOW AND BILL OF MATERIALS

LEVEL	SPEC	STYLE	TYPE	CL	VRTY	GR	TR
-------	------	-------	------	----	------	----	----

A	ASTM D6880	4			2		A
B	ASTM D5118	FTC				V3c	

LEVEL A	LEVEL B
---------	---------

GROSS CU FT	3.800	2.555
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GROSS WT LBS	61	43
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DESIGN FRAGILITY G	100	100
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LENGTH	WIDTH	DEPTH
--------	-------	-------

CNTR I.D.			
LEVEL A:	30 1/2	14 1/2	10 3/4
LEVEL B:	29	13	10

CNTR O.D.			
LEVEL A:	33 1/2	16	12 1/4
LEVEL B:	30 1/8	14 1/8	10 3/8

ITEM DIM	24	8	5
ITEM WT.	38 LBS		

REVISIONS

LTR	DESCRIPTION	DATE
C	ADDED DISTRIBUTION STATEMENT AND DESTRUCTION NOTICE, UPDATED DIMENSIONS AND BOM	19094

CLOSURE

LEVEL A: IAW: ASTM D6880

LEVEL B: IAW: ASTM D1974

DISTRIBUTION STATEMENT D: DISTRIBUTION AUTHORIZED TO DOD AND U.S. DOD CONTRACTORS ONLY, ADMINISTRATIVE OR OPERATIONAL USE, 04 APRIL 2019. OTHER REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO 406 SCMS/GULAA, (PACKAGING DIVISION), HILL AFB, UTAH 84056.

DESTRUCTION NOTICE: FOLLOW THE PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPO), SECTION 5-705, OR DOD 5200.1-R, INFORMATION SECURITY PROGRAM, CHAPTER VI. FOR UNCLASSIFIED, LIMITED DOCUMENTS, DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OR RECONSTRUCTION OF THE DOCUMENT.

SPI NO. F01-238-3370

CUI

SPECIAL PACKAGING INSTRUCTION

CODE ID
98747

SPI NO. (TPD)
F01-238-3370

ITEM NOMENCLATURE
STRUT ASSEMBLY, SKI

SHEET 2 OF 4

-7	A/R	TAPE, FILAMENT	1 X AS REQUIRED	ASTM D5330 TYPE I
-6	A/R	TAPE, MASKING	1 X AS REQUIRED	ASTM D6123 TYPE I OR II
-5	1	BARRIER	31 X 28	MIL-PRF-121 TYPE I
-4	1	BARRIER BAG	35 X 15 (ID)	MIL-DTL-117 TYPE I, CLASS E, STYLE 1
-3	2	PAD, END	9 X 6 X 2	A-A-59136 CLASS 1, GRADE A
-2	2	PAD, SIDE	29 X 6 X 2	A-A-59136 CLASS 1, GRADE A
-1	2	PAD, TOP & BOTTOM	29 X 13 X 2	A-A-59136 CLASS 1, GRADE A
P/N	QTY REQD	NOMENCLATURE OR DESCRIPTION	SIZE: (INCHES UNLESS SPECIFIED) TOLERANCES ON FRAC. $\pm \frac{1}{8}$, DECIMAL $\pm .10$, ANGLES $\pm 1^\circ$	MATERIAL SPECIFICATION

CUI

<p style="text-align: center;">SPECIAL PACKAGING INSTRUCTION ^{CUI}</p>	<p>CODE ID 98747</p>	<p>SPI NO. (TPD) F01-238-3370</p>
<p style="text-align: center;">ITEM NOMENCLATURE STRUT ASSEMBLY, SKI</p>		<p>SHEET 3 OF 4</p>
<p>CAUTION NOTICES</p> <p>NOTICE 1: ASSETS PACKAGED IN ACCORDANCE WITH PREVIOUS EDITIONS OF THIS SPI DO NOT REQUIRE REPACKAGING IF THE INTEGRITY OF THE SPI IS MAINTAINED.</p> <p>NOTICE 2: SEE SPIRES FOR A COMPLETE LISTING OF NSN's ASSIGNED TO THIS SPI.</p> <p>NOTICE 3: PACKAGING MATERIAL MAY BE SUBSTITUTED IF IT MEETS THE REQUIREMENTS OF MIL-STD-2073, PROVIDES EQUAL OR BETTER PROTECTION AND THERE IS NO INCREASED COST TO THE GOVERNMENT.</p> <p>NOTICE 4: FOR LEVEL A PACKAGING REQUIREMENTS, LEVEL B PACKS SHALL BE OVERBOXED IN A LEVEL A SPECIFIED CONTAINER SHOWN ON PAGE 1 UNDER PACKAGING LEVEL A.</p> <p>NOTICE 5: LEVEL A PROTECTION REQUIRED TO MEET THE MOST SEVERE WORLDWIDE SHIPMENT, HANDLING, AND STORAGE CONDITIONS. EXAMPLES OF SITUATIONS ARE: WAR RESERVE MATERIAL, MOBILIZATION, STRATEGIC AND THEATER DEPLOYMENT, OPEN STORAGE AND DECK LOADING. SECURITY ASSISTANCE ITEMS, INCLUDING FMS, ARE ESPECIALLY SUSCEPTIBLE TO DAMAGE DUE TO UNKNOWN AND UNFAVORABLE TRANSPORTATION, CLIMATIC, AND STORAGE CONDITIONS. PROVIDE LEVEL B PACKING UNLESS OTHERWISE DIRECTED BY THE PROCURING COUNTRY.</p> <p>INTERNATIONAL STANDARDS FOR PHYTOSANITARY MEASURES REVISION OF ISPM NO. 15 REVISION OF WOOD PACKAGING MATERIAL FOR INTERNATIONAL TRADE</p> <p>THE FOLLOWING STATEMENT IS IN COMPLIANCE WITH THE UNITED NATIONS-IMPLEMENTED RESTRICTIONS ON WOOD PACKAGING MATERIAL (WPM). THIS REQUIREMENT IS SPECIFICALLY CONCERNED WITH INVASIVE SPECIES SUCH AS THE PINEWOOD NEMATODE. WPM IS DEFINED AS WOOD PALLETS, SKIDS, LOAD BOARDS, PALLET COLLARS, WOODEN BOXES, REELS, DUNNAGE, CRATES, FRAMES, AND CLEATS. THE STATEMENT BELOW CITES THE REQUIREMENTS IN DETAIL AND COVERS LUMBER FOR BUILDING CONTAINERS AND PALLETS USED FOR DELIVERIES, RESULTING IN SHIPMENTS WORLDWIDE (DIRECT, OR THROUGH AIR LOGISTICS CENTERS (ALC), CONTAINER CONSOLIDATION POINTS (CCP), OR OTHER BASES).</p> <p>WOODEN LUMBER, WOODEN PALLET AND PACKAGING/CONTAINER STATEMENT:</p> <p>ALL WOODEN LUMBER, WOODEN PALLETS, AND WOODEN CONTAINERS PRODUCED ENTIRELY OR IN PART OF WOOD PACKAGING MATERIAL (WPM) SHALL BE CONSTRUCTED FROM DEBARKED WOOD IN ADDITION TO THE APPLICATION OF HEAT-TREATED (HT) MATERIAL (HT TO 56 DEGREES CENTIGRADE OR 133 DEGREES FAHRENHEIT FOR 30 MINUTES). CERTIFICATION/MARKING IS REQUIRED BY AN ACCREDITED AGENCY RECOGNIZED BY THE AMERICAN LUMBER STANDARDS COMMITTEE (ALSC). FOR REFERENCE DOCUMENTATION, SEE LATEST REVISION OF "INTERNATIONAL STANDARDS FOR PHYTOSANITARY MEASURES (ISPM NO. 15), "REGULATION OF WOOD PACKAGING MATERIAL IN INTERNATIONAL TRADE."</p> <p>NOTES</p> <ol style="list-style-type: none"> 1. COAT UNPROTECTED AREAS WITH MIL-PRF-16173 CODE 2. 2. WRAP ITEM IN REF.-5 AND SECURE WITH TAPE, REF.-6, THEN PLACE WRAPPED ITEM IN BAG, REF.-4, AND PLACE IN CONTAINER. FILL VOIDS WITH APPLICABLE CUSHIONING TO ENSURE A SNUG FIT. 		

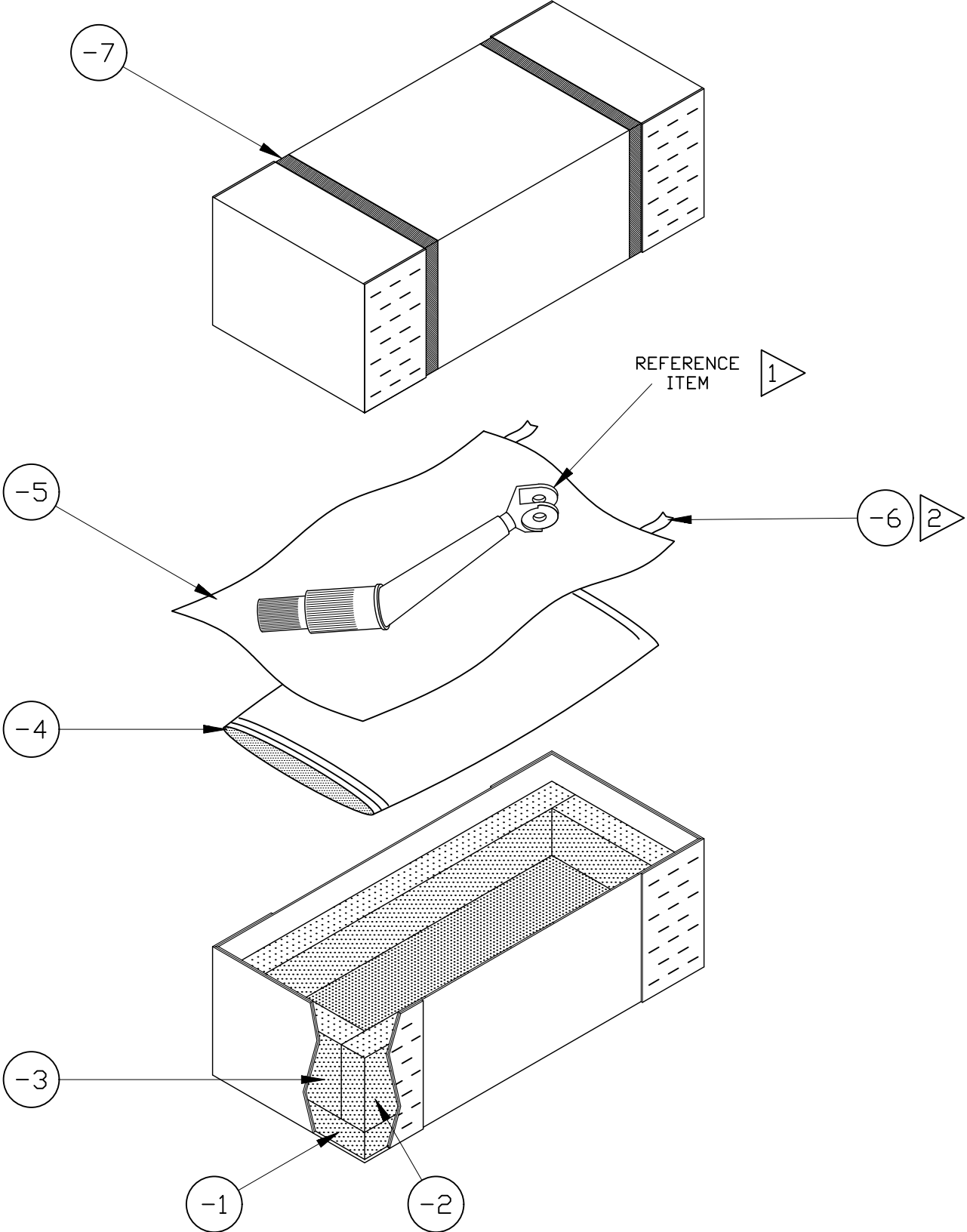
SPECIAL PACKAGING INSTRUCTION^{CUI}

CODE ID
98747

SPI NO. (TPD)
F01-238-3370

ITEM NOMENCLATURE
STRUT ASSEMBLY, SKI

SHEET 4 OF 4



CUI

MANUFACTURING QUALIFICATION REQUIREMENTS

NSN: 1630-01-676-5134
P/N: 201612241-01
Noun: MLG Ski Outboard Strut Assembly
Application: LC-130

SECTION C:**1. QUALIFICATION REQUIREMENTS THAT MUST BE SATISFIED TO BECOME A QUALIFIED SOURCE**

- a. *Prequalification Notice/Sources Sought:* The offeror shall notify the appropriate government Small Business Office or, if responding to a solicitation, the contracting officer in the appropriate government contracting office, of intent to qualify as a source for this MLG Ski Outboard Strut Assembly.
- b. *Facilities, Testing, and Inspection Capabilities:* The offeror must certify to the government that they have, or have access to, the required facilities and equipment to manufacture, inspect, test, package, and store the item. The offeror shall make their facilities, equipment, tooling, and personnel available for evaluation and inspection by the government.
- c. *Data Verification:* The offeror must verify that he has a complete data package. This verification must include a complete list of all procedures, drawings, and specifications, including change notices, in the offeror's possession. The offeror may also be required to produce copies of all applicable procedures, drawings, or specifications.
- d. *Manufacture/Process Verification:* The offeror must manufacture this item to conform to the government requirements as prescribed within the ESA-approved engineering/technical data package. The offeror must show compliance with Unique Identification (UID) requirements in accordance with DFARS 211.274 as prescribed within the ESA-approved engineering/technical data package. The offeror must provide, at their own expense, data showing the results of all quality, performance, and environmental evaluations conducted by the offeror to show compliance with the government requirements as prescribed by 417 SCMS/GUEA. The offeror shall also identify its sources for materials and its standards for internally used processes.
- e. *Test and Evaluation and/or Verification:* The offeror, at their own expense, shall prepare and submit to 417 SCMS/GUEA for their prior approval, a qualification test plan/procedure detailing how they intend to verify compliance with all performance, environmental, mechanical, and quality assurance requirements identified by Drawing 201612241. After completion of the approved qualification testing, the offeror shall be required to submit a complete test report of the results to 417 SCMS/GUEA for their review and approval prior to the contract award. The government retains the right to exercise the option to inspect the testing processes, including on-site witnessing of any or all documented testing. To allow accomplishing this, the offeror shall notify the government at least 30 days in advance of the occurrence of any testing that will be used as a basis for qualification. The offeror's facilities shall be made available for government inspection during these tests.
- f. *Qualification Article Verification:* The offeror must provide, at their own expense, a pre-contract award qualification article for evaluation by the government. This article must comply with all of the requirements of Drawing 201612241. This article shall be subjected to a form, fit, and function evaluation to demonstrate compatibility with the weapon system and to evaluate the

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manufacturing capability of the offeror. Offerors will be notified whether or not their qualification article passed or failed the required qualification testing within 190 days of submitting a product for qualification testing. Note that successful completion of the qualification testing does not guarantee any contract award. If the offeror is deemed qualified and awarded the contract, a post-contract award first article exhibit may be required to verify production capability.

- g. *Qualification Requirement Cost Estimate:* Estimated likely costs for testing and evaluation, which will be incurred by the potential offering party to become qualified: \$3700.
- h. *Qualification Time Completion Estimate:* It is the estimate of the engineering support activity that completion of this qualification effort should require 365 days. This is based on complexity of the MLG Ski Outboard Strut Assembly and other factors.
- i. *Qualification Time Limitation:* An offeror may not be denied the opportunity to submit and have considered an offer for a contract if the offeror can demonstrate to the satisfaction of the contracting officer that the offeror (or its product) meets these standards for qualification or can meet them before the date specified for award of the contract. The award will not be delayed to provide the vendor with an opportunity to demonstrate its ability to meet the standards specified in this qualification requirement.
- j. *Evaluation of Proposals Not Previously Qualified:* The offeror must be fully qualified in order to be eligible for a contract award. Therefore, the offeror must fulfill all of the requirements stated, in writing, in the qualification requirement before the date specified for award of the contract. Once all requirements are met, the offeror will be listed as an approved source for this item. Approval, however, does not guarantee subsequent contract award.

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2. SOURCE QUALIFICATION WAIVER REQUIREMENTS

Sources who meet any of the following source Qualification Waiver Criteria (QWC) may apply for a waiver of all or part of the qualification requirements. If a waiver is granted and the offeror is awarded a contract, the offeror may still be required to provide a post-contract award first article exhibit to verify production capability:

- a. *QWC1:* The potential source submits written certification that the articles have been supplied to the government or original equipment manufacturer (e.g., DD Form 250, Material Inspection and Receiving Report, Purchase Order invoice, etc).
- b. *QWC2:* The potential source is qualified on the right-hand article and requests to be qualified on the left-hand article. If the right-and left-hand articles are mirror images of each other, then approval can generally be given.
- c. *QWC3:* A source qualified to provide an assembly is usually qualified to provide subassemblies, major components, and items of that assembly.
- d. *QWC4:* A source qualified to provide earlier dash numbers of a basic P/N may be qualified to provide other dash numbers of that same basic P/N, provided there is no increase in complexity, criticality, or other relevant requirements.
- e. *QWC5:* A source qualified to provide a similar or like item can be qualified to provide the required item. However, for approval, the engineering authority must verify that there is no increase in complexity, criticality, or other requirements over that of the similar item. At a minimum, the source shall provide a complete set of drawings for the similar item and written proof, such as purchase orders, shipping documents, etc., to show that the similar item was provided to the original equipment manufacturer or DoD.
- f. *QWC6:* A source previously qualified to provide an item, but which has been purchased, sold, merged, absorbed, reformed, split, etc., may qualify if it can be established that the qualification is currently with the requester and that the requester has the same or equivalent facilities, tooling, equipment, personnel, and utilizes the original forging, castings, etc., in the manufacturing process.