SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE 1 OF 23
7016654368	

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			SPE5B1-26-Q-0002	2026 JUN 17

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (*No Collect calls*)	8. OFFER DUE DATE/ LOCAL TIME
	REBECCA TAYLOR DRT0124	Phone: +49 6317 1069	2026 JUL 13 03:00 PM

9. ISSUED BY CODE SPE5B1

DLA EUROPE & AFRICA TROOP SUPPORT
ATTN:COMMODITIES & SERVICE CONTRACT
UNIT 29705 APO AE 09227
APO AE 09227
USA

10. THIS ACQUISITION IS
- ☒ UNRESTRICTED OR ☐ SET ASIDE: _____ % FOR:
- ☐ SMALL BUSINESS
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- ☐ HUBZONE SMALL BUSINESS
- ☐ EDWOSB — NAICS: 561730
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- ☐ 8 (A) — SIZE STANDARD:

11. DELIVERYFOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
☐ SEE SCHEDULE		☐	☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
SEE SCHEDULE			

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
TELEPHONE NO.				

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REF._____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*	
30b. NAME AND TITLE OF SIGNER *(Type or Print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or Print)*	31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*
		42c. DATE REC'D *(YY/MM/DD)* / 42d. TOTAL CONTAINERS

Continuation of Block 20. Schedule of Supplies/Services

Groundskeeping, Kleber Kaserne, Kaiserslautern, Germany

Performance Work Statement (PWS) - see Attachment 1

Line Item 0001, Continuation of Block 20: Schedule of Supplies/ Services Groundskeeping Services in accordance with Attachment 1; Firm Fixed Price, from 1 Sep 2026 to 31 August 2027.
Line Item 0002, Continuation of Block 20: Schedule of Supplies/ Services Groundskeeping Services in accordance with Attachment 1; Firm Fixed Price, from 1 Sep 2027 to 31 August 2028.
Line Item 0003, Continuation of Block 20: Schedule of Supplies/ Services Groundskeeping Services in accordance with Attachment 1; Firm Fixed Price, from 1 Sep 2028 to 31 August 2029.

Section SF 1449 -CONTINUATION SHEET
ADDENDUM TO FAR 52.212-1, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS
INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS

1. Purpose: These instructions prescribe the format of quotes and describe the approach for the development and presentation of the proposal data. They are designed to ensure the submission of information essential to the understanding and comprehensive validation of quotes. Offerers are cautioned to follow the instructions carefully.
SITE WALK: If necessary, a site walk will be accommodated based on Offeror's request. Offerors must submit site walk requests via email to vivien.hoffmann.de@dla.mil and rebecca.taylor@dla.mil by June 23, 2026. If a site walk is requested and scheduled, a solicitation amendment will be issued with instructions for all prospective offers interested in attending.

ALL QUESTIONS REGARDING THIS SOLICITATION SHALL BE SUBMITTED VIA EMAIL to vivien.hoffmann.de@dla.mil and rebecca.taylor@dla.mil by July 3, 2026 CEST. Verbal questions will not be answered. All questions and responses will be incorporated via an amendment and posted to the Contract Opportunities module on sam.gov.
THE GOVERNMENT RESERVES THE RIGHT TO REJECT ANY QUOTES THAT DOES NOT SUBSTANTIALLY COMPLY WITH THE QUOTE PREPARATION INSTRUCTIONS.
Upon satisfaction of the below conditions, an award shall be made to the responsible, technically acceptable, lowest price offerer. The Government reserves the right to make no award as a result of this solicitation.

2. Proposal Instructions:
The following instructions establish the minimum acceptable requirements for the format and content of offerer's proposal.
- Offerers shall submit their quote via e-mail to vivien.hoffmann.de@dla.mil and rebecca.taylor@dla.mil by the Quote Due Date specified in paragraph #6 below. It shall consist of the sections in paragraph 3.
- Offerers are expected to examine all specifications, provisions, clauses, attachments and instructions contained in this solicitation. Failure to do so may inadvertently affect the evaluation of the supplier's proposal.
- Each supplier must furnish all information required by this solicitation in their quote for products or services other than those specified will not be considered.
- A one-page cover letter must accompany each proposal. Prepare this letter on your company letterhead with the following information:
Solicitation Number
Project Title
Full Legal Name and Address of Company
CAGE Code
Date of the Proposal
Principal Point of Contact Name, Title, Address (if different from the above), Telephone Number, Fax Number and Internet email address.
- All proposals, questions, and correspondence, SHALL BE submitted in the ENGLISH language and all pricing in EUROS or USD only. Offers submitted in a language other than English and a currency that is not in EUROS or USD will not be evaluated. The use of hyperlinks in proposals is prohibited. Offerer's proposal information shall be confined to the appropriate volume to facilitate independent evaluation. Proposals that do not follow these guidelines or that do not include the requested minimum information may be eliminated from further consideration for award.
- Page Numbering: Each offerer shall use a standard page numbering system to facilitate proposal references. Number consecutive pages within sections; charts, graphs and other insert materials should be page numbered as part of the page numbering system.

3. Sections:
I - Technical Capability
II - Price
III - Contracting Information
Section I -Technical Capability: The proposal shall address each of the Technical Capability Subfactors:
a. Qualifications: Offerors are advised that clause DFARS 252.222-7002, Compliance with Local Labor Laws(Overseas) (JUN 1997), applies to the solicitation and any resultant contract. The offeror shall demonstrate that it has the operating experience and resources; experience levels of key personnel (supervisory/administrative); experience level of technical personnel; and, shall provide a valid copy of their business licenses/registration to meet all solicitation requirements described in Attachment 1 Performance Work Statement at the specified locations within the required timeframe.
b. Equipment, Tools, and Vehicles: The quote shall include a list of the equipment, tools, and vehicles to be used in the performance of this requirement in accordance with para 6.0 and 7.0 of the PWS.
c. Safety and Security: The offeror shall submit one (1) copy of its organizational health and safety policy. The offeror shall provide certification that all employees have been properly trained on the correct use of all Personal Protective Equipment (PPE) to be used in performance of the work specified in the PWS. The offeror shall submit substantiating documentation that demonstrates that all employees requiring access to the military installations identified in Attachment 1 have, or will have, submitted for local background checks as required by the PWS and that all background checks will be completed prior to commencement of the first delivery order performance period.

CONTINUED ON NEXT PAGE

Section II - Price Proposal: In an effort to receive the highest quality solution at the lowest possible price, the Government requests all available discounts on all materials and services offered by contractors for this requirement.
Pricing Information: Quote submission shall include the SF1449 with signature completed in block 30a, and the completed SF1449 Continuation of Block 19-24 Price list. No other sections will contain pricing data.
Offers shall propose services in accordance with the CLIN structure. Offeror-generated entries such as N/A, N/C, NSP, TBD will not be accepted. No substitute pricing summaries are acceptable.
Offers are required to submit prices in the Schedule of Supplies/Servies on page 2, in local currency Euros or U.S. dollars, for all delivery order performance periods (please see line items 0001-0003)
The Government may compare the offeror's price proposal to the technical proposal to determine the offeror's understanding of work to be performed and capability and capacity to provide the required services and accomplish the required tasks. Unrealistically low prices may indicate a lack of complete understanding of the requirements, a high risk approach to performance, and or an inability to attract and maintain a high-quality workforce. Accordingly, the Government may consider the findings of such analysis regarding an offeror's ability to perform and the risk of its approach.
Section III -Contract Information: The offeror shall:
- Submit a cover letter transmitting its quote. The cover letter shall address the information required by FAR 52.215-1(c) (2) and acknowledgement of receipt of amendments.
- Ensure that clauses FAR 52.212-3, "Offer Representations and Certifications - Commercial Items" and all other representations and certifications are completed and returned with the quote, if not completed in the System for Award Management (SAM) at https://www.sam.gov. A statement certifying completion online shall be included in the transmittal letter.
- Completed SF 1449. Properly executed and signed by an official authorized to commit the offeror, for the original solicitation and any amendments.

4. Period of acceptance of offers. The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers.

5. ADDITIONAL INFORMATION:
SAM REGISTRATION: To be awarded a government contract the Offeror MUST be registered in the System for Award Management (SAM). Please ensure that your firm is registered in SAM and that all information is current and accurate. If you are not registered or your information is not current, you need to access the website https://www.sam.gov and fill out a web based application. You must obtain a DUNS number in order to start this process. If you do not have a DUNS number, you can obtain one at https://www.dnb.com. It takes two (2) to three (3) business days to receive a DUNS number and two (2) to three (3) business days to receive a CAGE code. Please begin the process as soon as you receive this RFQ in order to speed up the contracting process in the event that you are the winning offeror.
6. PROPOSAL DUE DATE: Proposals are due electronically by 1500 (CEST) on 13 July 2026 (Block 8 of SF1449).
(END OF ADDENDUM)

ADDENDUM TO FAR 52.212-2, EVALUATION - COMMERCIAL ITEMS (OCT 2014)
Basis of Award: The Government intends to award a single, simplified indefinite delivery contract (SIDC) resulting from this solicitation to the responsible offeror whose quote conforms to this solicitation and represents the best value to the Government, as determined by the evaluation criteria described herein. Award shall be made to the responsible, technically acceptable, lowest price offerer. However, the Government reserves the right to award more than one SIDC if it is determined in the best interest of the Government. The basis of award will be made using FAR 13.106-2. The following information will be evaluated: capability statement of services offered which meet this requirement, and price.

This solicitation is subject to the Simplified Acquisition Threshold regulations; therefore, the total maximum dollar value of this SIDC may not exceed $350,000.00 for the total of all delivery orders issued during the entire term of the contract.

Attachments

List of Attachments
Description File Name
Attachment 1 - Performance Work Statement (PWS)Attachment 1 - PWS.pdf
Attachment 2 – Contractor Safety Procedures DLA E&A

CONTINUED ON NEXT PAGE

Form

PID Data - Custom Clause

Insert (copy and paste) text for the PID information here

Part 12 Clauses

52.212-4 TERMS AND CONDITIONS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2026-O0038) (FEB 2026) FAR

CLAUSES ADDED TO PART 12 BY ADDENDUM

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) FAR

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022) DFARS

52.204-13 SYSTEM FOR AWARD MANAGEMENT -- MAINTENANCE (DEVIATION 2026-O0038) (FEB 2026) FAR

Standard Element ZA_204_13_I has no Title

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2026-O0038) (FEB 2026) FAR

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS

252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (JAN 2023) DFARS

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2024-O0013) (MAY 2024) DFARS

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

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

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

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

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

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

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

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

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

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

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

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

(b) *Adequate security*. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.
(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations", Revision 2 (available via the internet at http://dx.doi.org/10.6028/NIST.SP.800-171*)*.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (*https://*www.fedramp.gov/resources/documents/) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) *Cyber incident reporting requirement*.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall --

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at *https://dibnet.dod.mil*.

(2) *Cyber incident report*. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at *https://dibnet.dod.mil*.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see *https://public.cyber.mil/eca/*.

(d) *Malicious software.* When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) *Media preservation and protection*. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis*. Upon request by DoD, the Contractor shall provide DoD with access to additional information equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities*. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/ proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD --

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph

(i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts*. The Contractor shall --

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial products or commercial services, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to --

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.204-7014 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS (JAN 2023) DFARS

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023) DFARS

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (DEVIATION 2026-O0038) (FEB 2026) FAR

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) DFARS

52.211-5 MATERIAL REQUIREMENTS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 19.101(a)(2)(iii)(A), insert the following clause:
(a) *Definitions*. As used in this clause --
Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.
Small business concern --

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.
(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:
(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
(3) For long-term contracts-
(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.
(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition --
(1) Was set aside for small business and has a value above the simplified acquisition threshold;
(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or
(3) Was 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.
(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.
(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
(g) 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 (g)(1) of this clause*.] The Contractor represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.
(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program*. The Contractor represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* .]
(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The Contractor represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* .]
(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program*. The Contractor represents that it ☐ is, ☐ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* .]
(6) *HUBZone joint venture eligible under the HUBZone Program.*[*Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that it ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* .] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [*Contractor to sign and date and insert authorized signer's name and title.*]

(End of clause)

52.219-28 POST AWARD SMALL BUSINESS PROGRAM REREPRESENTATION, ALT I (DEVIATION 2026-O0038) (FEB 2026) FAR

Alternate I. As prescribed in 19.101(a)(2)(iii)(B), substitute the following paragraph (g)(1) for paragraph (g)(1) of the basic clause:

(g)(1) The Contractor represents its small business size status for each one of the NAICS codes assigned to this contract.

NAICS CODE	SMALL BUSINESS CONCERN (YES/NO)

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

NAICS CODE	SMALL BUSINESS CONCERN (YES/NO)

[*Contracting Officer to insert NAICS codes.*]

52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION 2026-O0038) (FEB 2026), ALT I (JUL 2014) FAR

Alternate I. As prescribed in 22.1401-2(a)(2), add the following as a preamble to the clause:
Notice: The following term(s) of this clause are waived for this contract: *[List term(s)]*.

52.222-37 EMPLOYMENT REPORTS ON VETERANS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-50 COMBATING TRAFFICKING IN PERSONS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND SAFETY DATA (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 23.304(a)(1), insert the following clause:

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --
(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
(ii) Obtain medical treatment for those affected by the material; and
(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
(3) The Government is not precluded from using similar or identical data acquired from other sources.

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

(End of Clause)

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 23.304(b), insert the following clause:
(a) The Contractor shall notify the Contracting Officer or designee, in writing, *days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved.
(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall --
(1) Be submitted in writing;
(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.
* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions.

(End of clause)

52.223-23 SUSTAINABLE PRODUCTS (DEVIATION 2026-O0038) (FEB 2026) FAR

252.223-7001 HAZARD WARNING LABELS (DEC 1991) DFARS

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;
(2) Federal Food, Drug and Cosmetics Act;
(3) Consumer Product Safety Act;
(4) Federal Hazardous Substances Act; or
(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled 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.

MATERIAL (If None, Insert "None.")	ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS - BASIC (SEP 2014) DFARS

252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS - ALTERNATE I (SEP 2014) DFARS

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JAN 2023) DFARS

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (FEB 2024) DFARS

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM, ALT II (FEB 2024) DFARS

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (MAR 2022) DFARS

Standard Element ZB_225_7006 has no Title

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022) DFARS

252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUN 2005) DFARS

252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (MAY 2024) DFARS

252.225-7054 PROHIBITION ON USE OF CERTAIN ENERGY SOURCED FROM INSIDE THE RUSSIAN FEDERATION (JAN 2023) FAR

252.225-7056 PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023) DFARS

252.225-7058 POSTAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA (JAN 2023) DFARS

252.225-7060 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION (JUN 2023) DFARS

(a) Definitions. As used in this clause—

"Forced labor" means any work or service that is exacted from any person under the menace of any penalty for its nonperformance and that the worker does not offer to perform (10 U.S.C. 2496).

"XUAR" means the Xinjiang Uyghur Autonomous Region of the People's Republic of China (10 U.S.C. 2496).

(b) Prohibition. In accordance with 10 U.S.C. 4661, none of the funds appropriated or otherwise made available for DoD may be used to knowingly procure any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR.The Contractor shall make a good faith effort to determine that forced labor from XUAR will not be used in the performance of this contract (section 855, Pub. L. 117-263).

(c) Subcontracts. The Contractor shall insert this clause, including this paragraph (c), without alteration other than to identify the appropriate parties, in subcontracts including subcontracts for commercial products, commercial services, and commercially available off-the-shelf items.

(End of clause)

252.225-7062 RESTRICTION ON ACQUISITION OF LARGE MEDIUM-SPEED DIESEL ENGINES (JUL 2023) DFARS

52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024) FAR

52.232-1 PAYMENTS (APR 1984) FAR

52.232-6 PAYMENT UNDER COMMUNICATION SERVICE CONTRACTS WITH COMMON CARRIERS (APR 1984) FAR

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023) FAR

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

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (PRE-FILLED) (JAN 2023) DFARS

As prescribed in 232.7004 (b), use the following clause:
(a) *Definitions.* As used in this clause -
Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.
Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).
Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.
Payment request and *receiving report* are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation System (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
(c) *WAWF access.* To access WAWF, the Contractor shall -
(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov and
(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.
(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.
(e) *WAWF methods of document submission.* Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:
(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):
(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.
(ii) For fixed price line items -
(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.
(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

Invoice (stand-alone) and Receiving Report (stand-alone) or Invoice and Receiving Report (combination)

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

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)
(iii) For customary progress payments based on costs incurred, submit a progress payment request.
(iv) For performance based payments, submit a performance based payment request.
(v) For commercial financing, submit a commercial financing request.
(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.
[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]
(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table *

Field Name in WAWF	Data to be entered in WAWF	Guidance
Pay Official DoDAAC	See Block 12 (SF26), 15 (DD 1155), or 18a (SF1449)	(If blank, see resulting award)
Issue By DoDAAC	See Block 5 (SF26), 6 (DD 1155), or 9 (SF1449)	(If blank, see resulting award)
Admin DoDAAC	See Block 6 (SF26), 7 (DD 1155), or 16 (SF1449)	(If blank, see resulting award)
Inspect By DoDAAC	SEE SECTION B	(If blank, see resulting award)
Ship To Code	SEE SECTION B	(If blank, see resulting award)
Ship From Code	SEE SECTION B	(If blank, see resulting award)
Mark For Code	SEE SECTION B	

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

Field Name in WAWF	Data to be entered in WAWF	Guidance
		(If blank, see resulting award)
Service Approver (DoDAAC)		(If blank, see resulting award)
Service Acceptor (DoDAAC)		(If blank, see resulting award)
Accept at Other DoDAAC		(If blank, see resulting award)
LPO DoDAAC		(If blank, see resulting award)
DCAA Auditor DoDAAC		(If blank, see resulting award)
Other DoDAAC(s)		(If blank, see resulting award)

(* Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")
(** Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)
(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.
(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.
(g) *WAWF point of contact.* (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

See administer listed on page 1

(*Contracting Officer: Insert applicable information or "Not applicable."*)
(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of Clause)

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

52.233-1 DISPUTES (MAY 2014) FAR

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS, ALT I (DEVIATION 2026-O0038) (FEB 2026) FAR

Alternate I As prescribed in 40.205(b), substitute the following paragraph (e)(1) for paragraph (e)(1) of the basic clause:

(e) *Governmentwide exclusion and removal orders*.

(1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (e)(1). [*Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders*:]

Yes ☐ No ☐ DHS FASCSA Order

Yes ☐ No ☐ DoD FASCSA Order

Yes ☐ No ☐ DNI FASCSA Order

Standard Element ZB_240_7999 has no Title

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR

52.243-1 CHANGES - FIXED PRICE (AUG 1987) FAR

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

252.244-7000 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023) DFARS

252.244-7999 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (DEVIATION 2026-O0015) (FEB 2026) DFARS

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

252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2023) DFARS

252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (JAN 2023) DFARS

252.246-7008 SOURCES OF ELECTRONIC PARTS (JAN 2023) DFARS

52.247-34 F.O.B. DESTINATION (JAN 1991) FAR

252.247-7023 TRANSPORATION OF SUPPLIES BY SEA --- BASIC (OCT 2024) DFARS

Basic. As prescribed in 247.574(b) and (b)(1), use the following clause:
(a) Definitions. As used in this clause --
"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.
"Ocean transportation" means any water-borne transportation aboard a ship, vessel, boat, barge, ferry, or the like outside the internal waters of the United States as defined in 33 CFR 2.24.
"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
"Supplies" means supplies that are clearly identifiable for eventual use by or owned by DoD at the time of transportation by sea, or are otherwise transported by DoD, regardless of ownership or use by DoD. An item is clearly identifiable for eventual use by DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
"U.S.-flag vessel" means either a vessel belonging to the United States or a vessel of the United States as that term is defined in 46 U.S.C. 116.
(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if --
(i) This contract is a construction contract; or
(ii) The supplies being transported are --
(A) Other than commercial products; or
(B) Commercial products that --
(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
(c) The Contractor and its subcontractors may request, via the Contracting Officer, a waiver of the requirement to use a U.S.-flag vessel, or identification of any available U.S.-flag vessels, if the Contractor or a subcontractor sufficiently explains that --
(1) U.S.-flag vessels are not available at a fair and reasonable rate for commercial vessels of the United States; or
(2) U.S.-flag vessels are otherwise not available.
(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, however, if a DoD waiver is not approved prior to shipper's sailing date, this will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --
(1) Type, weight, and cube of cargo;
(2) Required shipping date;
(3) Special handling and discharge requirements;
(4) Loading and discharge points;
(5) Name of shipper and consignee;
(6) Prime contract number; and

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

(7) A documented description of current, diligent efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of quotes will suffice for this purpose. Copies of telephone notes, emails, and other relevant communications will otherwise be considered for this purpose.
(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
(1) Prime contract number;
(2) Name of vessel;
(3) Vessel flag of registry;
(4) Date of loading;
(5) Port of loading;
(6) Port of final discharge;
(7) Description of commodity;
(8) Gross weight in pounds and cubic feet if available;
(9) Total ocean freight in U.S. dollars; and
(10) Name of the carrier.
(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief --
(1) No ocean transportation was used in the performance of this contract;
(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
(3) Ocean transportation was used, and the Contractor had received a prior-approved waiver for U.S.-flag vessels for all foreign-flag ocean transportation; or
(4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of DoD. The Contractor shall describe these shipments in the following format:

*	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
(h) If the Contractor indicated in response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies; however, after the award of this contract, the Contractor learns that supplies will be transported by sea, the Contractor --
(1) Shall notify the Contracting Officer of that fact; and
(2) Hereby agrees to comply with all the terms and conditions of this clause.
(i) Subcontracts. In the award of subcontracts, for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial products, the Contractor shall flow down the requirements of this clause as follows:
(1) The Contractor shall insert the substance of this clause, including this paragraph (i), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) FAR

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR

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

As prescribed in 52.107(b), insert the following clause:
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):
FAR: https://www.acquisition.gov/?q=browsefar
DFARS: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html
DLAD: http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (DEVIATION 2026-O0038) (FEB 2026) FAR

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) FAR

Attachments

PID Data - Custom Clause

Header
C1

Part 12 Provisions

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2026-O0038) (FEB 2026) FAR

PROVISIONS ADDED TO PART 12 BY ADDENDUM

52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION (JAN 2017) FAR

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022) DFARS

52.204-7 SYSTEM FOR AWARD MANAGEMENT -- REGISTRATION (DEVIATION 2026-O0038) (FEB 2026) FAR

252.204-7998 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2026-O0043) (FEB 2026) DFARS

As prescribed in 204.208(b), insert the following provision:
Include the following paragraphs (e), (f), and (g) in the provision at FAR 52.204-7:
(e)(1) If the provision at FAR 52.204-7, System for Award Management -Registration, is included in this solicitation, paragraph (g) of this provision applies.
(2) If the provision at FAR 52.204-7, System for Award Management -Registration, 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 (g) 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 (g) applies.
[ ] (ii) Paragraph (g) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.
(f)(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. 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 --Representations. 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.
(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.
(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.sam.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

CONTINUED ON NEXT PAGE

Part 12 Provisions (CONTINUED)

to this solicitation as indicated in FAR 52.204-7 and paragraph (f) 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 4.203-1); 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.

(End of provision)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 9.108-6(a), insert the following provision:
(a) *Definitions*. As used in this clause --
Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).
Subsidiary means an entity in which more than 50 percent of the entity is owned --
(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation.
(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.
(c) *Representation*. The Offeror represents that-
(1) It [] is, [] is not an inverted domestic corporation; and
(2) It [] is, [] is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 9.104-7(d), insert the following provision:
Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Deviation Date)
(a) The Government will not enter into a contract with any corporation that --
(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
(b) The Offeror represents that -
(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

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

As prescribed in 11.604(a), insert the following provision:
Any contract awarded as a result of this solicitation will be [ ] DX rated order; [ ] DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

M05 EVALUATION FACTOR FOR USED, RECONDITIONED, REMANUFACTURED SUPPLIES OR UNUSED FORMER GOVERNMENT SURPLUS PROPERTY (SEP 2016)

52.219-31 NOTICE OF SMALL BUSINESS RESERVE (MAR 2020) FAR

252.219-7000 ADVANCING SMALL BUSINESS GROWTH (JUN 2023) FAR

252.225-7000 BUY AMERICAN -- BALANCE OF PAYMENTS PROGRAM CERTIFICATE (FEB 2024) DFARS

Basic. As prescribed in 225.601(1), use the following provision:
(a) Definitions. “Commercially available off-the-shelf (COTS) item,” “component,” “critical component,” “critical item,” “domestic end product,” “foreign end product,” “qualifying country,” “qualifying country end product,” and “United States,” as used in this provision, have the meanings given in the

CONTINUED ON NEXT PAGE

Part 12 Provisions (CONTINUED)

252.225-7001, Buy American and Balance of Payments Program --Basic clause of this solicitation.
(b) Evaluation. The Government --
(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.
(c) Certifications and identification of country of origin.
(1) For all line items subject to the Buy American and Balance of Payments Program --Basic clause of this solicitation, the Offeror certifies that --
(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(4) of this provision contains a critical component or a critical item; and
(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country. For those end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.
(2) The Offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

Line Item Number	Country of Origin (If known)	Exceeds 55% Domestic Content (yes/no)
	&ZF_225_7000_081&	

(4) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component or a critical item (see Federal Acquisition Regulation 25.105).
Domestic end products containing a critical component or a critical item: Line Item Number _[List as necessary]

(End of provision)

252.225-7055 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022) DFARS

252.225-7057 PREAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE’S REPUBLIC OF CHINA (AUG 2022) DFARS

252.225-7059 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION–REPRESENTATION (JUN 2023) DFARS

(a) Definitions. “Forced labor” and “XUAR”, as used in this provision, have the meaning given in the 252.225-7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.

(b) Prohibition. DoD may not knowingly procure any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR as part of any forced labor programs, as specified in paragraph (b) of the 252.225-7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.

(c) Representation. By submission of its offer, the Offeror represents that it has made a good faith effort to determine that forced labor from XUAR will not be used in the performance of a contract resulting from this solicitation.

(End of provision)

252.225-7966 PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS - REPRESENTATION (CLASS DEVIATION 2024-O0006, REVISION 1) (MAR 2024) DFARS

Use the following provision in solicitations that include the clause at 252.225-7967:
(a) *Definitions*. The terms *business operations* and *fossil fuel company* have the meanings given in the 252.225-7967 clause of this solicitation.
(b) *Representation*. By submission of an offer, the Offeror represents it is not, or that it does not knowingly have fossil fuel business operations with an entity or individual that is, 50 percent or more owned, individually or collectively, by --
(1) An authority of the government of the Russian Federation; or
(2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company transports oil or gas --

CONTINUED ON NEXT PAGE

Part 12 Provisions (CONTINUED)

(i) Through the Russian Federation for sale outside of the Russian Federation; and
(ii) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions as of the date on which the contract is awarded.

(End of provision)

L06 AGENCY PROTESTS (DEC 2016)

5452.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2020) DLAD

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the Contractor (see Federal Acquisition Regulation (FAR) clause 52.233-1), or, for the Agency, by the Contracting Officer, and approved at a level above the Contracting Officer after consultation with the ADR Specialist and with legal. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the Contracting Officer before determining ADR to be inappropriate.

(c) The offeror should check here to opt out of this clause:

[ ] Alternate wording may be negotiated with the contracting officer.

52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 40.205(a), insert the following provision:
(a) *Definitions.* As used in this provision- --
Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.
Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.
Marginalized populations of Sudan means --
(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate --
(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.

Sensitive technology --
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically --
(i) To restrict the free flow of unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.
(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."
(2) *FASCSA Orders*.
(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.
(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).
(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

CONTINUED ON NEXT PAGE

Part 12 Provisions (CONTINUED)

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit) --
(1) It 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, except as waived by the solicitation, or as disclosed in paragraph (g); and
(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).
(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.
(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.
(f) *Iran Representation and Certifications*.
(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer --
(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)
(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if --
(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and
(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.
(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
(g) *Disclosure*.
(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:
(i) Contract number and order number, if applicable;
(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;
(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);
(vii) Whether alternative products or services are available that would be compliant with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions undertaken or recommended.
(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:
(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.
(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.
(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) FAR

As prescribed in 52.107(a), insert the following provision:
This solicitation incorporates 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 offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph

CONTINUED ON NEXT PAGE

Part 12 Provisions (CONTINUED)

identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
FAR: https://www.acquisition.gov/?q=browsefar
DFARS: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html
DLAD: http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx

(End of provision)

252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023) DFARS

As prescribed in 204.7304(d), use the following provision:
(a) *Definitions.*
Basic Assessment, Medium Assessment, and *High Assessment* have the meaning given in the clause 252.204 -7020, NIST SP 800 -171 DoD Assessments.
Covered contractor information system has the meaning given in the clause 252.204 -7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.
(b) *Requirement.* In order to be considered for award, if the Offeror is required to implement NIST SP 800 -171, the Offeror shall have a current assessment (*i.e.,* not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204 -7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800 -171 DoD Assessments are described in the NIST SP 800 -171 DoD Assessment Methodology located at *https://www.acq.osd.mil/asda/dpc/cp/cyber/docs/safeguarding/NIST-SP-800-171-Assessment-Methodology-Version-1.2.1-6.24.2020.pdf*
(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 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

CONTINUED ON NEXT PAGE

Part 12 Provisions (CONTINUED)

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).

(End of provision)

252.204-7024 NOTICE ON THE USE OF THE SUPPLIER PERFORMANCE RISK SYSTEM (MAR 2023) DFARS

252.239-7098 PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES---REPRESENTATION (DEVIATION 2021-O0003) (APR 2021)

Include the following provision in all solicitations, including solicitations for the acquisition of commercial items under FAR part 12, that will use funds made available by the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions as contained in section 8116, division C, title VIII, of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260).

(a) In accordance with section 8116 of Division C of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions, none of the funds appropriated (or otherwise made available) by this or any other Act for DoD may be used to enter into a contract to maintain or establish a computer network unless such network is designed to block access to pornography websites. This prohibition does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities, or for any activity necessary for the national defense, including intelligence activities.

(b) *Representation*. By submission of its offer, the Offeror represents that it is not providing as part of its offer a proposal to maintain or establish a computer network unless such network is designed to block access to pornography websites.

(End of provision)

52.204-7 SYSTEM FOR AWARD MANAGEMENT -- REGISTRATION - ALTERNATE I (DEVIATION 2026-O0038) (FEB 2026) FAR