This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with the format in FAR subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested, and a written solicitation will not be issued. The solicitation number is HT942726RE0050001. The solicitation is issued as a Request for Proposal (RFP). Provisions and clauses in effect through Federal Acquisition Circular (FAC) 2026-01 are incorporated. It is the contractor's responsibility to be familiar with the applicable clauses and provisions. The clauses may be accessed in full text at these addresses: https://www.acquisition.gov/content/regulations. The NAICS code is 513210 (Software Publishers), with a small business size of $47.0M. This requirement is being solicited competitively as a 100% total small business set-aside in accordance with FAR 12, Acquisition of Commercial Products and Services and FAR 13, Simplified Acquisition Procedures.

The Defense Health Agency Contracting Activity (DHACA) is issuing this RFP on behalf of the Enterprise Information Technology (eIT) Project Management Office (eIT PMO). This requirement is for Electronic Common Technical Document (eCTD) Software License, Maintenance, Technical Support Services, and Training for eCTD Publishing and Reviewing Software Products and Modules.

Solicitation Issue Date: 08 June 2026

Solicitation Amendment 0001 Issue Date: 23 June 2026

The purpose of this amendment is to correct the due date for questions (as conveyed to vendors), respond to vendor questions, and extend the proposal due date. The Q&A is included as an attachment. As a result of the Q&A the PWS is also amended.

The following modifications were made:

Information	From	To
Response Due Date	06 Jul 2026	08 Jul 2026

The following Attachment(s) were added:
Solicitation_HT942726RE0050001_Attachment_PWS_redlined_2026.06.22
Solicitation_HT942726RE0050001_Attachment_Q-&-A_2026.06.18

Questions Due Date/Local Time: 11 June 2026, 04:00 PM Easter Daylight Time ~~(This is the correct due date/time. Please note that this due date/time conflicts with the information listed on page 107 of the solicitation.)~~

Offer Due Date/Local Time: ~~06~~ 08 July 2026, 4:00 PM Eastern Daylight Time

NOTE: Please be aware of the System for Award Management (SAM) and Cybersecurity Maturity Model Certification (CMMC) requirements for this solicitation. **Do not wait to initiate these processes.**

Solicitation/Contract Form

eCTD Software Licenses, Maintenance, Technical Support Services, and Training for eCTD Publishing and Reviewing Software Products and Modules

Product Service Code: 7B22

Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies / Services	Quantity	Unit	Unit Price	Amount
0001	Software Licenses/Subscription (Base Year). Contractor shall supply software licenses in accordance with the PWS and Contractor's proposal. Company Part Number: TBD Product Service Code: 7B22 Pricing Arrangement: Firm Fixed Price	1	Job		
0002	Annual Software Maintenance Support (Base Year). Contractor shall provide services in accordance with the PWS and Contractor's proposal. Product Service Code: DH10 Pricing Arrangement: Firm Fixed Price	1	Job		
0003	Technical Support (Base Year). Contractor shall provide services in accordance with the PWS and Contractor's proposal. Product Service Code: DH10 Pricing Arrangement: Firm Fixed Price	1	Job		
0004	Training (Base Year). Contractor shall provide services in accordance with the PWS and Contractor's proposal. Product Service Code: U012 Pricing Arrangement: Cost No Fee	1	Job		
0005	Travel (Base Year). Contractor shall provide services in accordance with the PWS and Contractor's proposal. Product Service Code: U012 Pricing Arrangement: Cost No Fee	1	Job		
0006	FDA Mandated Submission Template. Contractor shall provide product in accordance with the PWS and Contractor's proposal. Company Part Number: TBD Product Service Code: 7B22 Pricing Arrangement: Firm Fixed Price	1	Job		
0007	FDA Mandated Submission Template Annual Maintenance (Base Year). Contractor shall provide services in accordance with the PWS and Contractor's proposal. Product Service Code: DH10 Pricing Arrangement: Firm Fixed Price	1	Job		
0008	FDA Mandated Submission Template Technical Support. Contractor shall provide services in accordance with the PWS and Contractor's proposal. Product Service Code: DH10 Pricing Arrangement: Firm Fixed Price	1	Job		

0009	Service Contract Reporting (Base Year). See Service Contract Reporting (SCR) Clause for more information. Product Service Code: DH10 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 1001	Option Period 1 Software Licenses/Subscription (Option Year 1). Contractor shall supply software licenses in accordance with the PWS and Contractor's proposal. Company Part Number: TBD Product Service Code: 7B22 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 1002	Option Period 1 Annual Software Maintenance Support (Option Year 1). Contractor shall provide services in accordance with the PWS and Contractor's proposal. Product Service Code: DH10 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 1003	Option Period 1 Technical Support (Option Year 1). Contractor shall provide services in accordance with the PWS and Contractor's proposal. Product Service Code: DH10 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 1004	Option Period 1 Training (Option Year 1). Contractor shall provide services in accordance with the PWS and Contractor's proposal. Product Service Code: U012 Pricing Arrangement: Cost No Fee	1	Job		
Option Line Item 1005	Option Period 1 Travel (Option Year 1). Contractor shall provide services in accordance with the PWS and Contractor's proposal. Product Service Code: U012 Pricing Arrangement: Cost No Fee	1	Job		
Option Line Item 1006	Option Period 1 Service Contract Reporting (Option Year 1). See Service Contract Reporting (SCR) Clause for more information. Product Service Code: DH10 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 2001	Option Period 2 Software Licenses/Subscription (Option Year 2). Contractor shall supply software licenses in accordance with the PWS and Contractor's proposal. Company Part Number: TBD Product Service Code: 7B22 Pricing Arrangement: Firm Fixed Price	1	Job		

Option Line Item 2002	Option Period 2 Annual Software Maintenance Support (Option Year 2). Contractor shall provide services in accordance with the PWS and Contractor's proposal. Product Service Code: DH10 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 2003	Option Period 2 Technical Support (Option Year 2). Contractor shall provide services in accordance with the PWS and Contractor's proposal. Product Service Code: DH10 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 2004	Option Period 2 Training (Option Year 2). Contractor shall provide services in accordance with the PWS and Contractor's proposal. Product Service Code: U012 Pricing Arrangement: Cost No Fee	1	Job		
Option Line Item 2005	Option Period 2 Travel (Option Year 2). Contractor shall provide services in accordance with the PWS and Contractor's proposal. Product Service Code: U012 Pricing Arrangement: Cost No Fee	1	Job		
Option Line Item 2006	Option Period 2 Service Contract Reporting (Option Year 2). See Service Contract Reporting (SCR) Clause for more information. Product Service Code: DH10 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 3001	Option Period 3 Software Licenses/Subscription (Option Year 3). Contractor shall supply software licenses in accordance with the PWS and Contractor's proposal. Company Part Number: TBD Product Service Code: 7B22 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 3002	Option Period 3 Annual Software Maintenance Support (Option Year 3). Contractor shall provide services in accordance with the PWS and Contractor's proposal. Product Service Code: DH10 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 3003	Option Period 3 Technical Support (Option Year 3). Contractor shall provide services in accordance with the PWS and Contractor's proposal. Product Service Code: DH10 Pricing Arrangement: Firm Fixed Price	1	Job		
	Option Period 3 Training (Option Year 3).				

Option Line Item 3004	Contractor shall provide services in accordance with the PWS and Contractor's proposal. Product Service Code: U012 Pricing Arrangement: Cost No Fee	1	Job		
Option Line Item 3005	Option Period 3 Travel (Option Year 3). Contractor shall provide services in accordance with the PWS and Contractor's proposal. Product Service Code: U012 Pricing Arrangement: Cost No Fee	1	Job		
Option Line Item 3006	Option Period 3 Service Contract Reporting (Option Year 3). See Service Contract Reporting (SCR) Clause for more information. Product Service Code: DH10 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 4001	Option Period 4 Software Licenses/Subscription (Option Year 4). Contractor shall supply software licenses in accordance with the PWS and Contractor's proposal. Company Part Number: TBD Product Service Code: 7B22 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 4002	Option Period 4 Annual Software Maintenance Support (Option Year 4). Contractor shall provide services in accordance with the PWS and Contractor's proposal. Product Service Code: DH10 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 4003	Option Period 4 Technical Support (Option Year 4). Contractor shall provide services in accordance with the PWS and Contractor's proposal. Product Service Code: DH10 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 4004	Option Period 4 Training (Option Year 4). Contractor shall provide services in accordance with the PWS and Contractor's proposal. Product Service Code: U012 Pricing Arrangement: Cost No Fee	1	Job		
Option Line Item 4005	Option Period 4 Travel (Option Year 4). Contractor shall provide services in accordance with the PWS and Contractor's proposal. Product Service Code: U012 Pricing Arrangement: Cost No Fee	1	Job		
	Option Period 4 FDA Mandated Submission Template (anticipate FDA release of new mandated template version).				

Option Line Item 4006	Contractor shall provide product in accordance with the PWS and Contractor's proposal. Company Part Number: TBD Product Service Code: 7B22 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 4007	Option Period 4 FDA Mandated Submission Template Technical Support (anticipated new FDA mandated template version will require additional configuration). Contractor shall provide services in accordance with the PWS and Contractor's proposal. Product Service Code: DH10 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 4008	Option Period 4 Service Contract Reporting (Option Year 4). See Service Contract Reporting (SCR) Clause for more information. Product Service Code: DH10 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 5001	Option Period 5 Software Licenses/Subscription (6M Ext). Six-month extension IAW FAR 217-8. Contractor shall supply software licenses in accordance with the PWS and Contractor's proposal. Company Part Number: TBD Product Service Code: 7B22 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 5002	Option Period 5 Annual Software Maintenance Support (6M Ext). Six-month extension IAW FAR 217-8. Contractor shall provide services in accordance with the PWS and Contractor's proposal. Product Service Code: DH10 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 5003	Option Period 5 Technical Support (6M Ext). Six-month extension IAW FAR 217-8. Contractor shall provide services in accordance with the PWS and Contractor's proposal. Product Service Code: DH10 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 5004	Option Period 5 Training (6M Ext). Six-month extension IAW FAR 217-8. Contractor shall provide services in accordance with the PWS and Contractor's proposal. Product Service Code: U012 Pricing Arrangement: Cost No Fee	1	Job		
Option Line Item 5005	Option Period 5 Travel (6M Ext). Six-month extension IAW FAR 217-8. Contractor shall provide services in accordance with the PWS and Contractor's proposal.	1	Job		

	Product Service Code: U012 Pricing Arrangement: Cost No Fee				
Option Line Item 5006	Option Period 5 Service Contract Reporting (6M Ext). Six-month extension IAW FAR 217-8. See Service Contract Reporting (SCR) Clause for more information. Product Service Code: DH10 Pricing Arrangement: Firm Fixed Price	1	Job		

Description/Specifications/Statement of Work

PART 1

1. GENERAL INFORMATION
1.1 This is a non-personal services contract to provide Electronic Common Technical Document (eCTD) software license and templates, maintenance, technical support services, and training for eCTD publishing and reviewing software products and modules.
1.2 Description of services/introduction:
The Contractor shall provide commercial off-the-shelf (COTS) eCTD publishing and reviewing software licenses, non-personal services necessary to perform eCTD software license, maintenance, technical support services, and training for eCTD publishing and reviewing software products and modules as defined in this Performance Work Statement (PWS) except for those items specified as Government furnished property and services. The Contractor shall perform to the standards described in this PWS.
1.3 Background:
The eCTD Publisher System is intended for use by eIT PMO customers/user base for preparation and lifecycle maintenance of electronic regulatory submissions originating from the Army Office of the Surgeon General (OTSG) sponsored investigational product development. The critical function of the system is the ability to generate electronic regulatory submissions. In addition, the system shall have the ability to automate workflow steps required to manage preparation of electronic submissions for submission to regulatory agencies (e.g., the U.S. Food and Drug Administration [FDA]).
1.4 Objectives:
The eCTD publishing system shall be used for:
-Preparation and lifecycle maintenance of electronic regulatory submissions
-Greater efficiency within regulatory submissions by reducing manual publishing steps, minimizing rework, and decreasing submission preparation timelines
-A higher level of compliance with applicable regulations through system validation, standardized templates, and automated validation checks
The eCTD publishing system shall have the ability to:
-Scale to support increases in the number of electronic regulatory submissions resulting from expanding clinical trial activities, including multiple concurrent preparation and review activities, without degradation of system performance
-Provide seamless access to third parties (e.g., external regulatory reviewers, CROs, etc.)
-Integrate the eCTD publishing system with other key Defense Health Agency (DHA) systems (e.g., Open Text - Content Server)

1.5 Scope:
The eIT PMO needs to acquire software licenses and maintenance for twelve (12) eCTD Publisher user accounts and up to fifty (50) named eCTD reviewer accounts. Additional services required are FDA-mandated submission templates, technical support services for resolving application problems, training services for both the eCTD publishing and reviewing users, FDA-validated software installation support and scripts, and non-personal services to support regulatory questions by eCTD publishers.
1.6 Period of Performance:
The anticipated period of performance of this contract is 15 July 2026 through 14 January 2032. There will also be four (4) one-year renewable options and a six (6) month extension to be exercised at the discretion of the Government (total potential of a five-and-one-half-year (5.5 year) contract).
-Base Period: 15 July 2026 - 14 July 2027
-Option Period 1: 15 July 2027 - 14 July 2028
-Option Period 2: 15 July 2028 - 14 July 2029
-Option Period 3: 15 July 2029 - 14 July 2030
-Option Period 4: 15 July 2030 - 14 July 2031
-6-month extension: 15 July 2031 - 14 Jan 2032
The Contract Specialist will notify the Contractor of the intent to exercise an option year 90 calendar days before the option is to be exercised.
1.7 Administrative specifications:
Place of performance: The work shall be performed remotely.
1.7.1 Recognized Federal holidays:
Contractor is not required to perform on the following holidays:
New Year's Day
Labor Day
Martin Luther King Jr.'s Birthday
Columbus Day
President's Day
Veteran's Day
Memorial Day
Thanksgiving Day
Juneteenth Day
Christmas Day
Independence Day
1.7.2 Hours of operation:
The Contractor is responsible for conducting business Monday through Friday, except for federal holidays. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS.
1.7.3 Emergency Services:
On occasion, services may be required to support an activation or exercise of contingency plans outside the normal duty hours.
1.8 Contractor travel:
(Reimbursable) Travel cost estimate for in-person trainings or for technical consulting support held at Fort Detrick to fully support end users and administrators. See PWS Sections 5.3 (Task 3: Training Consulting and Technical Support Services) 5.4 (Task 4: Travel).
1.9 Other Direct Costs (ODC): The Government intends to utilize "Plugged" Not-to-Exceed (NTE) amount for all ODCs listed.
1.10 Quality
1.10.1 Quality Control (QC):
The Contractor shall develop and maintain an effective QC program to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure nonrecurrence of defective services. The Contractor's QC program is how the work complies with stated requirements. A Quality Control Plan (QCP) (Deliverable 1) will initially be submitted NLT thirty (30) calendar days after contract award (DACA). After acceptance of the QCP, the Contractor shall receive the CO's acceptance in writing of any proposed change to the QC system.
1.10.2 Quality assurance (QA):
The Government will evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan provides a systematic method for the Government to evaluate performance and to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).
1.11 Contractor Personnel
1.11.1 Data rights:
The Government will have unlimited data rights to all products modified or support provided to COTS systems.
1.12 Reporting

1.12.1 Service Contract Reporting (SCR):
Service contractor reporting of information is required in the System for Award Management (SAM) for:
-Contract Awards, no IDVs
-Contract Awards include purchase orders, delivery/task orders, BPA calls, and definitive contracts
-Service Contracts, i.e., any PSC that starts with a letter excluding utility PSCs (S110, S111, S112, S114, and S119)
-All cost-reimbursement, time-and-materials, and labor-hour service contracts with an estimated total value > $150,000 and base date signed is between 10/1/13 and 9/30/18.
-Fixed Price Contracts: If the contract's base date signed AND base effective date is between 10/01/2013-09/30/2014, the total contract value must be >= $2.5M
-Fixed Price Contracts: If the contract's base date signed AND base effective date is between 10/01/2014-09/30/2015, the total contract value must be >= $1M
-Fixed Price Contracts: If the contract's base date signed AND base effective date is between 10/01/2015-09/30/2018, the total contract value must be >= $500,000

Steps for Submitting a Service Contract Report (SCR)
1. Go to www.sam.gov and log in.
2. Select Entity Registrations and then select Service Contract Reporting.
3. SAM displays your entities which have service contracts and meet the reporting criteria. Select View by entity to see the service contracts for each entity.
4. Next, select Add for the service contract against which you want to create a Service Contract Report. Each service contract which meets the FAR Subpart 4.1703 reporting thresholds is displayed.
5. You will be taken to the Complete Service Contract Report page. SAM displays the contract details and allows you to report. You are required to enter the following information:
-Total Amount Invoiced: Total dollar amount invoiced for services performed during the previous Government fiscal year under the contract (this amount should include the prime and any subcontract amount).
-Prime Contractor Hours Expended: Prime contractor direct labor hours expended on the services performed during the previous Government fiscal year. The amount you enter is automatically divided by 2,080 hours to calculate a Full Time Employee (FTE) equivalent, displayed under the Prime Contractor Hours Expended as Prime Contractor FTEs.
6. Report any required Tier 1 subcontractor information by selecting the Add Tier 1 Subcontract Information button.
7. When you are ready to submit the report, select Submit. This saves your report and returns you to the Select Service Contract page where you can create other SCRs or edit an existing SCR.

1.12.2 Non-Disclosure Agreement (NDA):
All Contractor personnel who obtain and/or will obtain access to proprietary, classified, or confidential information or any information release of which is protected or governed by law or regulation associated with DHA acquisitions shall be required to complete and sign a DHA Contractor NDA (DHA Form 49) (Deliverable 2) prior to beginning work on the subject contract. The Contractor shall execute an NDA on behalf of the company and shall ensure that all assigned staff (including all other personnel performing on contract/task order) execute an NDA protecting the procurement sensitive information of the Government and the proprietary information of other Contractors. The NDA shall be executed no later than the first day of employment and is to be renewed upon exercising a contract option period. Assignment of staff who have not executed this statement or failure to adhere to this statement shall constitute default on the part of the Contractor. The Contractor shall maintain originally-signed NDAs of individual employees and provide copy to the COR.
1.12.3 Government's COR:
The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notify both the CO and Contractor of any deficiencies; coordinate availability of Government furnished property; and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially regarding changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting contract.
-Provide the COR and contract specialist with a monthly status report (Deliverable 3) via email submitted by the 5th calendar day of each month. This report shall address each element of the QASP for ease of COR evaluation and will include status of all work in progress, as well as track work which has been requested by eIT PMO, but which has not yet been performed. The monthly report shall include cost estimates for any such work.
-Provide the COR a monthly project burn report (Deliverable 4) including funds remaining on each CLIN, estimates for outstanding invoices (for work that has been performed but not yet invoiced), and estimates for outstanding invoices. Provide this report via email submitted by the 5th calendar day of each month.
-Provide ad-hoc reporting completely and accurately if additional information is requested or more explanation is needed.
-Perform data analyses and ad hoc reporting to support the eIT PMO management activities such as briefing materials, reports, taskers, memos, procedures, etc.
-All vendor-supplied documents must be converted to eIT PMO approved template/format prior to delivery/demonstration to the customer.
1.12.4 Post award conference/periodic progress meetings:
The Contractor agrees to attend any post-award conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5. The CO, COR, and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the CO will apprise the Contractor of how the Government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.
1.13 Contractor Identification
1.13.1 Contractor personnel performing services in a Contractor capacity in a Government facility are required to possess and wear an identification badge that displays his or her name and the name of their company. All Contractor personnel shall identify themselves as Contractor support personnel in all forms of communication with all entities with whom DHA/Deputy Assistant Director for Acquisition & Sustainment (DAD A&S)/Head of the Contracting Activity (DHACA) has business dealings. The Contractor shall:
-Answer all telephone calls and have a personalized voice message with an introductory statement that includes the fact that the person is Contractor support personnel
-Ensure all those with whom the person interacts in any face-to-face dealings while supporting the DAD A&S understands that the person is Contractor support personnel
-Include a title block in all emails that states the fact that the person is Contractor support personnel
-Ensure all those with whom the person interacts in any face-to-face dealings while supporting DHA/DAD A&S/DHACA understands that the person is Contractor support personnel
1.13.2 Contractor personnel will be required to attend meetings or otherwise communicate with Government and/or other contract representatives to meet the requirements of this order.
1.13.3 Contractor personnel, while performing in a Contractor capacity, are prohibited from using their retired or reserve component military rank or title in any written or verbal communications associated with the contracts in which they provide services.
1.14 Contractor Access to Health Affairs (HA)/DHA Network(s): RESERVED
1.15 Personal Security
1.15.1 The Contractor shall comply with DoD 8570.01-M, "Information Assurance Workforce Improvement Program, CH4" November 10, 2015 as amended; 8500.01, "Cybersecurity", dated March 14, 2014; DoD Manual (DoDM) 6025.18, "Implementation of the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule Compliance in DoD Health Care Programs", dated March 3, 2019, Department of Defense Instruction (DoDI) 6025.18 "HIPAA Privacy Rule Compliance in DoD Health Care Programs", dated March 13, 2019; and DoDM 5200.02 "Procedures for the DoD Personnel Security Program (PSP)," incorporation change three (3), effective September 24, 2020. Contractor responsibilities for ensuring personnel security include, but are not limited to, meeting the following requirements:
1.15.1.1 Follow the DHA Personnel Security Office guidelines for submittal of security clearances. Contact the DHA Personnel Security Office for guidance on the

appropriate background investigation required for personnel on the contract. The DHA Personnel Security Office can be reached at (703) 275-6038.
1.15.1.2 Initiate, maintain, and document personnel security investigations appropriate to the individual's responsibilities and required access to Controlled Unclassified Information (CUI).
1.15.1.3 DHA Personnel Security Office does not deny any access to any automated information system (AIS), network, or Controlled Unclassified Information (CUI). If a Contractor receives an unfavorable background investigation, the request for access will be sent back to the FSO for further action. Any unfavorable adjudication will result in DHA Personnel Security Office not signing-off on any access request.

PART 2

2. DEFINITIONS, ACRONYMS, AND APPLICABLE PUBLICATIONS/ INSTRUCTIONS
2.1 Definitions:
2.1.1 Category D: Information Technology (IT) and Telecommunications Services (called D-Services)
2.1.2 Category R: Support (Professional/Administrative/Management) Services (called R-Services)
2.1.3 Contracting Officer (CO): A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
2.1.4 Contracting Officer's Representative (COR): An individual, including a contracting officer's technical representative (COTR), designated and authorized in writing by the CO to perform specific technical or administrative functions. This individual does NOT have authority to change the terms and conditions of the contract.
2.1.5 Nonpersonal services contract: A contract under which the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.
2.1.6 Quality Assurance Surveillance Plan (QASP): An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance. The Government may either prepare the QASP or require the offerors to submit a proposed quality assurance surveillance plan for the Government's consideration in development of the Government's plan.
2.2 Acronyms:
AIS Automated Information System
APL Approved Products List APL
AQL Acceptable Quality Level
ARRT Acquisition Requirements Roadmap Tool
ATO Authority to Operate
B2B Business-2-Business
CAC Common Access Card
CAP Cloud Access Point
CCEVS Common Criteria Cybersecurity Evaluation and Validation Scheme
CDI Covered Defense Information
CE Computer Environment
CDRL Contract Data Requirement List
CIO Chief Information Officer
CJCSM Chairman of the Joint Chiefs of Staff Manual
CMMC Cybersecurity Maturity Model Certification
CMR Contractor Manpower Reporting
CNSSI Committee on National Security Systems Instruction
CONUS Continental United States (excludes Alaska and Hawaii)
CO Contracting Officer(s)
COR Contracting Officer Representative
COTR Contracting Officer's Technical Representative
CS Contract Specialist
CSP Cloud Service Provider
CSSP Cyber Security Service Provider
CUI Controlled Unclassified Information
DA Days After
DACA Days After Contract Award
DAD-A Deputy Assistant Director for Acquisition
DC3 DoD Cyber Crime Center
DD Form 254 Department of Defense Contract Security Requirement List (if applicable)
DB Design-Build
DBB Design-Bid-Build
DFARS Defense Federal Acquisition Regulation Supplement
DHA Defense Health Agency
DISA Defense Information System Agency
DoD Department of Defense
DoDD Department of Defense Directive
DoDI Department of Defense Instruction
DSAs Data Sharing Agreements
DSAA Data Sharing Agreement Application
DMZ Demilitarized Zone
DoDM Department of Defense Manual
DoW Department of War
DPCLO DHA Privacy and Civil Liberties Office
DUA Data Use Agreement
eMSM Enhanced Multi-Service Markets
EULA End User License Agreement
EVM Earned Value Management
FAR Federal Acquisition Regulation
FCI Federal contract information
FE Facilities Enterprise
FedRAMP Federal Risk Authorization and Management Program
FISMA Federal Information Security Modernization Act
FRCS Facility Related Control Systems
FSO Facilities Security Officer
HA Health Affairs
HIPAA Health Insurance Portability and Accountability Act
HCA Head of the Contracting Activity
HIT Health Information Technology
IGCE Independent Government Cost Estimate

IA Information Assurance
IO Initial Outfitting
I/O In/Out Processing Portal
IPv Internet Protocol Version
IS Information System
ISP Internet Service Provider
IT Information Technology
ISCM Information Security Continuous Monitoring
IV&V Independent Verification & Validation
MedCOI Medical Community of Interest
MHS Military Health System
MIL-STD Military Standard
MTFs Military Treatment Facilities
NCR National Capitol Region
NDA Non-Disclosure Agreement
NIAP National Information Assurance Partnership
NIST National Institute of Standards and Technology
NLT No Later Than
OCONUS Outside Continental United States (includes Alaska and Hawaii)
ODC Other Direct Costs
OPM Office of Personal Management
OSD Office of the Secretary of Defense
P-ATO Personal Authorization to Operate
P&R Personnel and Readiness
PGI Procedures, Guidance and Information
PDT Project Delivery Team
PHI Protected Health Information
PII Personally Identifiable Information
PIT Platform Information Technology
PK Public Key
PKI Public Key Infrastructure
POA&M Plan of Action and Milestones
POC Point of Contact
PMO Program Management Office
PoP Period of Performance
PP Personal Property
PPSM Ports, Protocols, and Services Management
PRS Performance Requirements Summary
PSP Personnel Security Program
PWS Performance Work Statement
QA Quality Assurance
QAP Quality Assurance Program
QASP Quality Assurance Surveillance Plan
QC Quality Control
QCP Quality Control Plan
RFP Request for Proposal
RFQ Request for Quotation
RMF Risk Management Framework
SAS Statistical Analysis System
SP Special Publication
SPRS Supplier Performance Risk System
SRM Sustainment, Restoration and Modernization
SRG Security Requirements Guides
STIG Security Technical Implementation Guides
TOS Terms of Service
US United States
UFC Unified Facilities Criteria
VPN Virtual Private Network
XML Extensible Markup Language

2.3 Applicable Publications, DHA Administrative Instructions (AI), etc.

PART 3

3. GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES
3.1 Services:
The Government:
XXWill NOT provide Government Furnished Services in support of this contract/task order. As a result, this paragraph is Not Applicable.
WILL provide Government Furnished Services required in support of this contract/task orders. These Services are described below:

3.2 Facilities:
The Government:
XXWill NOT provide Facilities in support of this contract/task order. As a result, this paragraph is Not Applicable.
WILL provide Facilities in support of this contract/task orders. The Government provided Facilities are described below:

3.3 Utilities:
The Government:
XXWill NOT provide Utilities in support of this contract/task order. As a result, this paragraph is Not Applicable.
WILL provide Utilities in support of this contract/task orders. The Government provided Utilities are described below:

3.4 Equipment:
The Government:
XXWill NOT provide Equipment in support of this contract/task order. As a result, this paragraph is Not Applicable.

WILL provide Equipment in support of this contract/task orders. The Government provided Equipment is described below:

3.4.1 Procurement Integrated Enterprise (PIEE), GFP Module Application:
The Contractor shall be responsible for obtaining and maintaining access, training and successful operation of the PIEE/GFP Module application for the entirety of the contract/task order PoP. The PIEE GFP Module application is located at the following website: https://wawf.eb.mil/piee-landing/. Access to PIEE/GFP Module application training materials and in-depth information applicable to the Contractor's responsibilities regarding GFP can be found at the following website: https://dodprocurementtoolbox.com/.
Contracting Office Responsibilities:
The Contracting Office shall ensure close coordination and validation of the GFP items with the COR and DHA Accountable Property Officer prior to uploading the GFP Attachment into the PIEE/GFP Module. At the time GFP is anticipated and identified, the Government will upload the GFP Attachment into the PIEE/GFP Module. It is the Contracting Office's responsibility to prepare, upload and maintain the GFP Attachment in the PIEE/GFP Module in accordance with the GFP Attachment instructions provided at the DoD Procurement Toolbox. The CO and COR shall manage and keep an inventory of any GFP associated with contract/task orders awarded through DHA, in accordance with applicable FAR Part 45, DoD FAR Supplement (DFARS) 245 with respective clauses, DHA AI 095 and PD 45-01 following the change in disposition of items listed on that PIEE/GFP Module Attachment.
The contracting office will also review, acknowledge, reject and/or approve shipment orders provided by the Contractor as appropriate. Functional roles can be determined within the Contracting Office and requested within the PIEE/GFP Module system.
Contractor Responsibilities:
A key Contractor responsibility is to work with the CO and COR to ensure the PIEE/GFP Module data, to include the PIEE/GFP Attachment, provides a timely, complete and accurate accounting of the GFP applicable to the contract/task order. Contractors are required to report the receipt of any GFP shipped to them, regardless of whether it is listed on the GFP Attachment for their contract. Similarly, Contractors are required to utilize the GFP Module application in conjunction with the shipment of GFP to the Government, or in reporting Property Loss of GFP issued (such as destruction or loss). Discrepancies or disputes regarding property shipped to or shipped from the Contractor must be reported via the GFP Module application, with the CO having authority over final designation of status. The Contractor shall report, on a semi-annual basis, 100% inventories, reconciliations, and final disposition of GFP provided by the Government. Final invoices will not be paid pending GFP reconciliation. Contractors shall be aware of and ensure compliance with applicable FAR Part 45, DFARS 245 and 252.245, Defense Pricing and Contracting Policies, Procurement Integrated Enterprise Environment Standards, DHA Administrative Instruction 094 and DHA Guidance.
3.5 Materials:
The Government:
XXWill NOT provide Materials in support of this contract/task order. As a result, this paragraph is Not Applicable.
IS providing Materials in support of this contract/task orders. The Government-provided Materials are described below:

PART 4

4. CONTRACTOR FURNISHED ITEMS
4.1 Services:
The Contractor:
Will NOT provide Contractor Furnished Services in support of this contract/task order. As a result, this paragraph is Not Applicable.
XXWILL provide Contractor Furnished Services required in support of this contract/task orders. These Services are described below:
See PART 5.0 Specific Tasks
4.2 General:
The Contractor shall furnish all supplies, equipment, facilities and services required to perform work listed under Section 5 of this PWS.
4.3 Secret Facility Clearance: n/a
4.4 Materials: n/a
4.5 Equipment: n/a
4.6 Facilities: n/a

PART 5

5. SPECIFIC TASKS
5.1 Task 1: Software Maintenance
(FFP) The Contractor shall provide software licenses and maintenance for the licenses and templates listed below:
-Twelve (12) eCTD Publishing User Licenses
-Fifty (50) named eCTD Reviewing User Licenses (concurrent users)
-eCTD FDA Template
Licensing shall also include:
-The ability to perform hyperlinking within the publishing application
-The ability to do submission validation
-Validation Test scripts for the initial version and future versions of both eCTD Publishing software and eCTD Reviewing software

5.2 Task 2: Consulting and Technical Support Services
(Reimbursable) Consulting and Technical Support services requested shall include:
Standard eCTD Software Project Management:
The Contractor shall work collaboratively with the eIT PMO staff on remediation of network security vulnerabilities discovered during evaluation testing to achieve a secure software installation which is required to maintain the software on a Department of War (DoW) network. The Contractor shall provide necessary support and communication to schedule and provide all services.
Technical and Regulatory Services:
The Contractor shall provide technical support for installation, upgrades, and validation support for all software maintained under this contract on an as-needed basis. Technical support services are required for but not limited to:
-Project Management
-Regulatory Services
-Installation of eCTD software products
-Pre-installation and installation testing
-Validation support - scripts included
-eCTD Software Upgrade Support
Installation, Testing, Configuration, Migration, Validation, etc.:
The Contractor shall work collaboratively with eIT PMO staff on the installation, configuration, upgrades and data migration of eCTD software products, modules, and data into two (2) computing environments (test and production) in a data center or in a cloud environment. This will include the development/modification of installation instructions to allow the products to function within the parameters specified for DoW installations.
The Contractor shall provide technical support and documentation for testing and validation of the products. Documents to be generated, authored/updated, and provided shall include the following on an as needed basis:
a. Master Validation Plan (MVP)
b. Design Specifications

c. Validation Test Plan for Installation Qualification (IQ) based on vendor provided templates
d. Validation source book for Installation Qualification (IQ)/Operational Qualification (OQ)/Performance Qualification (PQ)
e. Modification of standard IQ test scripts for eIT PMO installation
f. System Configuration guide
g. Work instructions and process flow
h. Documents should be provided in Microsoft Word format and be updated for the software version that is being supported
5.3 Task 3: Training Consulting and Technical Support Services
The Contractor shall:
-Provide a list of training courses offered (private onsite or online) with associated costs for eCTD products. The training is to be scheduled on an as-needed basis, at a mutually agreed time. The cost should be priced per class.
-Provide descriptions and complete pricing to include estimated billable hours for available training options (course trainings, tailored training, and/or mentoring) to allow eIT PMO to compare and select from courses, vendor-provided training, or mentoring in advance
-Provide training that includes any new functionality, refresher training, and new modules that become available or are required
-Accommodate request for training or mentoring within 30 calendar days after notification from the Government
-Provide remote mentoring for the development, programming and configuration and deployment of the eCTD product
-Provide certified implementation experts to conduct mentoring. The mentoring provided should be a combination of custom training in conjunction with hands on environment specific consulting.

The Contractor shall provide a list of training courses available with costs and cost of all training materials. Training courses shall include but may not be limited to:
-Standard eCTD Publisher Training
-Advanced eCTD Publisher Training
-Administrator Training
-eCTD Reviewer Training
-Training materials shipping expense (if required)
-Daily / Ad hoc training with daily rate

The Government intends to utilize a "Plugged" Not-to-Exceed (NTE) amount for all Training ODCs - See ODC Matrix Below. This plugged value is inclusive of all items outlined in this PWS Section.

ODC Matrix: Base Period & All Option Periods

Contract Period Training ODC Plugged Values
Base Period $8,000.00
Option Period 1 (OP1) $8,240.00
Option Period 2 (OP2) $8,487.20
Option Period 3 (OP3) $8,741.82
Option Period 4 (OP4) $9,004.07
52.217-8 (6-month period) $4,637.10

The Government will request training based on frequency and need and will coordinate with the Contractor when training requirements are required. Basic training requirements are outlined in PWS Section 5.3 (Task 3), and the contractor is required to provide basic training pricing (if not separately priced elsewhere), and these prices will be utilized to request training and fund it as required throughout the life of this contract.

5.4 Task 4: Travel

The Government intends to utilize a "Plugged" Not-to-Exceed (NTE) amount for all Travel ODCs - See ODC Matrix Below. This plugged value is inclusive of all travel related to items outlined in PWS Section 5.3 (Task 3: Training Consulting and Technical Support Services).

ODC Matrix: Base Period & All Option Periods

Contract Period Travel ODC Plugged Values
Base Period $3,000.00
Option Period 1 (OP1) $3,000.00
Option Period 2 (OP2) $3,000.00
Option Period 3 (OP3) $3,000.00
Option Period 4 (OP4) $3,000.00
52.217-8 (6-month period) $1,500.00

Arrangements for and costs of all travel, transportation, meals, lodging, and incidentals are the responsibility of the Contractor. Travel costs shall be incurred and billed in accordance with FAR Part 31. All travel requires Government prior approval/authorization. Costs for these expenses will be reviewed, certified and approved by the COR in advance. Contractor shall submit travel requests with estimated costs to the COR NLT fifteen (15) calendar days prior to travel. All travel and transportation shall utilize commercial sources and carriers provided the method used for the appropriate geographical area results in reasonable charges to the government. The Government will not pay for business class or first-class travel. Lodging and meals shall be reimbursed in accordance with regulations defined in FAR PART 31.

PART 6

6. INFORMATION TECHNOLOGY & SECURITY
6.1 All work under this contract is unclassified.
6.2 The TIER 2 levels and position sensitivity designation for positions under this contract is (Requirement must be checked in order to be a requirement for this PWS):
6.2.1 TIER II: Non-critical sensitive position.
6.3 Personally Identifiable Information (PII)/Protected Health Information (PHI), Procurement, and Federal information requirements:
6.3.1 Data Sharing Agreements (DSAs): Contractors requiring access to PII, which includes PHI, or access to de-identified data, are subject to the DHA Privacy and Civil Liberties Office (DPCLO) (Privacy Office) Data Sharing Program. This program requires DHA to enter into DSAs with parties outside the MHS who use or create MHS data. A DHA contract may use the term Data Use Agreement (DUA) rather than DSA. DSAs assure that outside parties protect MHS data in accordance with the Privacy Act and the HIPAA Rules. To apply for a DSA, the Contractor submits a Data Sharing Agreement Application (DSAA) to the DHA DPCLO. The Contractor submits the DSAA even if a subcontractor will be the party accessing MHS data. After review and approval of the DSAA, the Privacy Office provides a DSA to the Contractor for execution.
6.3.2 Processing Procurement Sensitive Information: All individuals shall seek guidance from the CO regarding the coordination of documents, dissemination, and transmission of procurement sensitive information. Procurement sensitive information shall not be transmitted electronically unless encryption is utilized. Depending on a particular procurement, other restrictions may apply.

6.4 Training:
6.4.1 Contractor employees performing cybersecurity/cyberspace functions shall comply with the following requirements: n/a
6.4.2 User requirements: All Contractor employees that require access to DHA IT must comply with the requirements of DHA-Procedural Instruction 8140.01, Acceptable Use of DHA IT, to include those contract employees with privileged access.
6.5 Cybersecurity Requirements for Non-DoW IT or Covered Contractor IS: n/a
6.5.1 The Contractor shall mitigate supply chain risk to the Government by complying with DFARS 252.239-7018 and only utilizing unified capability equipment identified on the DODIN Unified Capabilities Approved Products List (https://aplits.disa.mil/processAPList), unless granted a waiver in accordance with DODI 8100.04, DOD Unified Capabilities (UC).
6.6 Risk Management Framework (RMF) for DoW IT:
All IS, Platform Information Technology (PIT) and IT Services or Products under this requirement, that receive, transmit, store, or process nonpublic Government data must be accredited in accordance with DoDI 8510.01, Risk Management Framework (RMF) for DoD IT and comply with annual Federal Information Security Modernization Act (FISMA) security control testing. IS and PIT systems must be categorized in accordance with Committee on National Security Systems Instruction (CNSSI) 1253, implement a corresponding set of security controls from the NIST SP 800-53, and use assessment procedures from NIST SP 800-53A with additional DoW-specific assignment values, overlays, implementation guidance, and assessment procedures as required.
6.6.1 All systems subject to RMF must present evidence of authorization in the System Security Plan, Security Assessment Report) a Plan of Action and Milestones (POA&M) and authorization decision document or show that the system has a DoW RMF or equivalent DoW Component PIT system accreditation decision that is current within three years within five (5) business days of CO request. Evidence of FISMA compliance must be presented in the form of a POA&M. Systems must have and maintain an Authority to Operate (ATO) or Authority to Operate with Conditions (ATO-C) by contract award.
6.6.2 The Contractor shall implement security controls in accordance with NIST implementation and validation requirements specified in the NIST SP 800-37 Risk Management Framework (RMF) and DoDI 8510.01, Risk Management Framework (RMF).
6.6.3 The Contractor shall configure the information system in accordance with Defense Information Agency (DISA) Security Requirements Guides (SRGs) and security technical implementation guides (STIGs).
6.6.4 The Contractor shall ensure that the information system conforms to the requirements of DoDI 8551.01 "Ports, Protocols, and Services Management (PPSM)."
6.6.5 The Contractor shall ensure that the information system shall authenticate all entities as specified in DoDI 8520.03 "Identity Authentication for Information Systems" prior to granting access.
6.6.6 The Contractor shall Public Key (PK) enable the information system, implementing digital signature and encryption requirements specified in DoDI 8520.02, "Public Key Infrastructure (PKI) and Public Key (PK) Enabling."
6.6.7 The Contractor will be responsible for compliance with the Joint Force Head Quarters - Department of Defense Information Network issuances and IA Vulnerability Management (IAVM) issuances by ensuring that the issuances are assessed, implemented and maintained throughout development and sustainment in accordance with specified timelines.
6.6.8 The Contractor shall support reciprocity, by providing all directed information in NIST security documents to the Government.
6.6.9 The Contractor shall implement system level protection and detection capabilities that are consistent with their contract for NIST Security requirements that meet DoW and DHA Cybersecurity Architectures.
6.6.10 Cyber Incident Reporting Requirement: The Contractor shall comply with the incident management requirements of Chairman of the Joint Chiefs of Staff Manual (CJCSM) 6510.01B, "Cyber Incident Handling Program".
6.6.11 Information security continuous monitoring (ISCM): ISCM is defined as maintaining ongoing awareness of information security, vulnerabilities, and threats to support organizational risk management decisions. ISCM is a critical part of the risk management process to ensure that IS and PIT operations remain within an acceptable level of risk despite any changes that occur. The Contractor shall maintain ongoing monitoring, analysis and incident response procedures for all ARRT and PIT systems under this requirement in accordance with NIST SP 800-137.
6.6.12 The Contractor shall mitigate supply chain risk to the Government by complying with DFARS 252.239-7018 and only utilizing unified capability equipment identified on the DODIN Unified Capabilities Approved Products List (https://aplits.disa.mil/processAPList), unless granted a waiver in accordance with DODI 8100.04, DOD Unified Capabilities (UC).
6.7 Facility Related Control Systems: RESERVED
6.8 System Communications: RESERVED
6.9 MHS Demilitarized Zone (DMZ) Medical Community of Interest (MedCOI) Business-to-Business (B2B) Gateway
6.9.1 If there is an external system connection to a DoW IS required, then the Contractor shall, in accordance with contract requirements, connect to the DHA B2B Gateway via a Contractor procured Internet Service Provider (ISP) connection.
6.9.2 The Contractor shall assume all responsibilities for establishing and maintaining their connectivity to the B2B Gateway. This shall include acquiring and maintaining the circuit used to connect to the B2B Gateway and the acquisition of a Virtual Private Network (VPN) device maintenance agreement and license compatible with the MHS VPN device. The list of compatible devices are detailed in the DHA B2B/MedCOI Gateway questionnaire.
6.9.3 The Contractor shall submit a completed current version of the DHA B2B Gateway questionnaire to their Contracting Officer or COR within ten (10) calendar days after new requirements have been provided to the Contractor.
6.9.4 The Contractor shall provide information specific to their connectivity requirements, proposed path for the connection and last mile diagram.
6.10 Contractor Provided IT Infrastructure
6.10.1 Platforms shall support HyperText Transfer (Transport) Protocol (HTTP), HyperText Transfer (Transport) Protocol Secure (HTTPS), web-derived Java Applets, and Secure File Transfer Protocols (SFTPs) (e.g., STFP, Secure Socket Layer/Transport Layer Security), and all software that the Contractor proposes to use to interconnect with DoW facilities.
6.10.2 The Contractor shall configure their networks to support access to Government systems (e.g., configure ports and protocols for access).
6.10.3 The Contractor shall provide full time connections to a TIER 1 or TIER 2 ISP. Dial-up ISP connections are not acceptable. All IP addresses need to be publicly routable. Private address space using Network Address Translation will not be permitted.
6.10.4 The Contractor shall maintain a valid maintenance contract and pertinent licenses for all devices connecting to the MHS B2B Gateway.
6.11 System Authorization Access Request (SAAR), Defense Department (DD) Form 2875
6.11.1 The Contractor shall submit the most current version of DD Form 2875, "System Authorization Access Request (SAAR), in accordance with CO guidance for all Contractors that use the DoW Gateways to access Government IT systems and/or DoW applications shall. A DD Form 2875 shall be completed for each Contractor employee who will access any system and/or application on a DoW network. The DD Form 2875 shall clearly specify the system and/or application name and justification for access to that system and/or application.
6.11.2 The Contractor shall submit the completed DD Form 2875 to the DHA IT Security for verification of Tier I or Tier II Designation. The DHA Personnel Security will verify that the Contractor employee has the appropriate background investigation completed or a request for background investigation has been submitted to the Office of Personal Management (OPM). Acknowledgment from OPM that the request for a background investigation has been received and that an investigation has been scheduled will be verified by the DHA Personnel Security prior to access being approved.
6.11.3 Upon approval, DHA will notify the user of the ID and password via secure/encrypted e-mail upon the establishment of a user account. User accounts will be established for individual use and may not be shared by multiple users or for system generated access to any DoW application. Misuse of user accounts by individuals or Contractor entities will result in termination of system access for the individual user account.
6.11.4 The Contractor shall conduct a monthly review of all Contractor employees who have been granted access to DoW IS networks to verify that continued access is required.
6.11.5 The Contractor shall provide the DHA DPCLO with a report of the findings of their review by the 10th calendar day of each month following the review. Reports identifying changes to Contractor employee access requirements shall include the name, DoW ID number from CAC, Company, IS/network for which access is no longer required, and the date access will be terminated.
6.12 MHS Systems Telecommunications
6.12.1 The primary communication links shall be via encrypted tunnels (i.e., Secure Internet Protocol (IPSEC), GetVPN, or Secure Socket Layer) between the Contractor's primary site and the MHS B2B Gateway.
6.12.2 The Contractor shall place the VPN appliance device outside the Contractor's firewalls and shall allow full management access to this device (e.g., in router access control lists) to allow Central VPN Management services provided by DHA or other source of service as designated by the MHS to remotely manage,

configure, and support this VPN device as part of the MHS VPN domain.
6.12.3 The Contractor shall procure and configure for operation an auxiliary VPN device for backup purposes to minimize any downtime associated with problems of the primary VPN.
6.12.4 The Contractor shall send devices to the MHS VPN management authority (e.g., DHA) via postage paid and include prepaid return shipping arrangements for the devices(s).
6.12.5 The MHS VPN management authority (e.g., DHA) will remotely configure and manage the VPN appliance once installed by the Contractor.
6.12.6 The Contractor shall be responsible for the maintenance and repair of Contractor procured VPN equipment.
6.12.7 The Government will be responsible for the troubleshooting of VPN equipment.
6.13 Establishment of Telecommunications
6.13.1 Telecommunications shall be established with the MHS through coordination with DHA.
6.13.2 The Contractor and DHA Program Office shall identify their requirement(s) for the establishment of telecommunications with the MHS and/or other Government entities.
6.13.3 The DHA/MedCOI B2B Gateway Questionnaire (provided by DHA) identifies the required telecommunication infrastructure between the Contractor and the MHS systems. This includes all Wide Area Network, Local Area Network, VPN, Web DMZ, and B2B Gateway access requirements.
6.13.4 The Contractor shall complete their applicable portion of the questionnaire and shall return it to the DHA designated POC for review and approval.
6.13.5 The Contractor shall, Upon Government request, provide technical experts to provide any clarification of information provided in the questionnaire. DHA will review and process the questionnaire when it is accepted.
6.13.6 DHA will coordinate any requirements for additional information with the POC and schedule any meetings required to review the Questionnaire. Upon approval of the Questionnaire, DHA will coordinate a testing meeting with appropriate stakeholders.
6.13.7 DHA will notify the Contractor POC of the meeting schedule. The purpose of the testing meeting is to complete a final review of the telecommunication requirements and establish testing dates.
6.14 Contractors Located On Military Installations
6.14.1 The Contractor(s) shall coordinate/obtain the connections with the local MTFs/ Enhanced Multi-Service Markets (eMSMs) and Base/Post/Camp communication personnel located on a military installation who require direct access to Government systems.
6.14.2 These connections will be furnished by the Government.
6.14.3 Contractors located on military installations that require direct connections to their networks shall provide an isolated IT infrastructure. They shall coordinate with the Base/Post/Camp communications personnel and the MTF/eMSM to obtain approval for a Contractor-procured circuit prior to installation to ensure the Contractor is within compliance with the respective organizational security policies, guidance and protocols.
Note: In some cases, the Contractor may not be allowed to establish these connections due to local administrative/security requirements.
6.14.4 The Contractor shall be responsible for all security certification documentation as required to support DoW IA requirements for network interconnections.
6.14.5 The Contractor shall provide, on request, detailed network configuration diagrams to support IA accreditation requirements.
6.14.6 The Contractor shall comply with IA accreditation requirements. All network traffic shall be via Transmission Control Protocol/Internet Protocol using ports and protocols in accordance with current Service security policy. All traffic that traverses MHS and/or military Service Base/Post/Camp security infrastructure is subject to monitoring by security staff using Intrusion Detection Systems.
6.15 Cybersecurity Maturity Model Certification (reference DFARS 252.204-7012)
Cybersecurity Maturity Model Certification (CMMC) level 1 certification is required with "self-assessment" required prior to award. CMMC Program requirements apply to Contractors who will process, store, or transmit Federal Contract Information (FCI - information NOT intended for public release) or Controlled Unclassified Information (CUI - information that requires safeguarding and is subject to dissemination controls).

The contractor shall register at: https://piee.eb.mil/xhtml/unauth/home/login.xhtml and obtain a "SPRS Cyber Vendor User" role to enter CMMC assessment information. Offerors can learn more by viewing these training videos: https://www.sprs.csd.disa.mil/ and watching "CMMC Assessment Tutorial" and "Affirming Official Tutorial for CMMC." Self-assessment is good for 180 days. After 180 days, self-assessment will expire. A copy of the self-assessment, with score, shall be submitted with the proposal.

For level 2 and 3 certifications contractors will need to obtain third-party certification. Cyber AB is the official accreditation body of the CMMC: https://cyberab.org.

Contractors that use external cloud service providers that store, process, or transmit any covered defense information shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the FedRAMP Moderate baseline and comply with DFARS 252.204-7012. More information can be obtained at: https://dodcio.defense.gov/Portals/0/Documents/CMMC/FedRAMP-AuthorizationEquivalency.pdf and https://www.fedramp.gov/.

Additional information regarding CMMC can be obtained at: https://dowcio.war.gov/CMMC/.

Additional Helpful Links*:

CIO - Cybersecurity Maturity Model Certification: https://dodcio.defense.gov/CMMC/
CIO - About CMMC: https://dodcio.defense.gov/CMMC/about/
Cyber AB - What is CMMC: https://cyberab.org/What-is-CMMC
Cyber AB - CMMC Ecosystem: https://cyberab.org/CMMC-Ecosystem/What-is-CMMC
CMMC 2.0 Details and Links to Key Resources: https://business.defense.gov/Programs/Cyber-Security-Resources/CMMC-20/
CMMC - Compliance | Google Cloud: https://cloud.google.com/security/compliance/cmmc
What is CMMC? 3 Levels Every DoD Contractor Needs to Know: https://www.youtube.com/watch?v=cPqzoj9Jnl4&t=400
Cybersecurity Maturity Model Certification - Amazon Web Services (AWS): https://aws.amazon.com/compliance/cmmc/
Pentagon Needs More CMMC Third-Party Assessors to Increase Compliance Rates, Slash Waits & Costs--Experts Weigh in: https://www.executivegov.com/articles/cmmc-dow-cybersecurity-c3pao-cio
What Federal Contractors Need to Know About CMMC - The Coalition for Government Procurement: https://thecgp.org/what-federal-contractors-need-to-know-about-cmmc/
CMMC Third Party Assessor Organizations (C3PAO) -- CMMC Marketplace: https://cmmcmarketplace.org/c3pao
Defense Contract Management Agency > DIBCAC: https://www.dcma.mil/DIBCAC/

***Links/References to any specific product, service, or method does not constitute an implied or expressed recommendation or endorsement by the Government.**

PART 7

7. ATTACHMENTS/TECHNICAL EXHIBIT LISTING
Overview
The eCTD Publisher System is intended for use by eIT PMO customers/user base for preparation and lifecycle maintenance of electronic regulatory submissions originating from the Army Office of the Surgeon General (OTSG) sponsored investigational product development. The critical function of the system is the ability to generate electronic regulatory submissions. In addition, the system shall have the ability to automate workflow steps required to manage preparation of electronic submissions for submission to regulatory agencies (e.g., FDA) in the US only.
The eCTD publishing system shall be used for:
-Preparation and lifecycle maintenance of electronic regulatory submissions.

-Greater efficiency within regulatory submissions.
-A higher level of compliance with applicable regulations.
The eCTD publishing system shall have the ability to:
-Scale to support increases in the number of electronic regulatory submissions resulting from expanding clinical trial activities, including multiple concurrent preparation and review activities, without degradation of system performance.
-Provide seamless access to third parties (e.g., external regulatory reviewers, CRO's, etc.).
-Integrate the eCTD publishing system with other key DHA systems (e.g., Open Text - Content Server).
-The eCTD software shall be capable of interfacing with OpenText Content Server 22.4 and current releases. The eCTD software must support Microsoft Windows Server 2019 R2 (64-bit) operating system and newer. This is a designated go, no-go requirement under RFP Technical Approach.
-The eCTD software shall also meet U.S. Food & Drug Administration (FDA) 21 CFR Part 11 requirements. This is a designated go, no-go requirement under RFP Technical Approach.
-The eCTD Software shall be able to be installed on-premise and in the cloud in accordance with CMMC standards.
-The eCTD system will be managed and maintained by the eIT PMO.
-The technical support services must include supporting the import of existing eCTD submissions and their full lifecycles from the existing eCTD publishing system. This software is also part of a suite of FDA compliant products maintained by the eIT PMO.
-The eCTD software must be able to be installed and configured in accordance with cybersecurity best practices to reside on the DHA network. The vendor providing the software license and maintenance must support the Government with any technical application modifications to ensure the Government can receive a Risk Management Framework (RMF) Authority to Operate (ATO).

Directive: FDA-compliant software products used for clinical trial research must support the stringent security controls and compliance with U.S. Food & Drug Administration 21 CFR Part 11 electronic records and signature requirements.

PART 8
ATTACHMENT 1
PERFORMANCE REQUIREMENTS SUMMARY

Performance Objective (The Service required--usually a shall statement from Part 5)	PWS Reference	Acceptable Quality Level (AQL) (This is the maximum error rate. It could possibly be "Zero deviation from standard")	Method of Surveillance
Performance Requirements Summary (PRS) # 1 The Contractor shall provide software licenses and maintenance for the licenses and templates listed below: - Twelve (12) eCTD Publishing User Licenses - Fifty (50) named eCTD Reviewing User Licenses (concurrent users) - eCTD FDA Template Licensing shall also include: - The ability to perform linking within the publishing application - The ability to do submission validation	PWS Part 5 - 5.1	Provide as needed	100% inspection

- Validation Test scripts for the initial version and future versions of both eCTD Publishing software and eCTD Reviewing software			
PRS # 2 The Contractor shall work collaboratively with the eIT PMO staff on remediation of network security vulnerabilities discovered during evaluation testing to achieve a secure software installation which is required to maintain the software on a DoW network. The Contractor shall provide necessary support and communication to schedule and provide all services. The Contractor shall provide technical support for installation, upgrades, and validation support for all software maintained under this contract on an as-needed basis. Technical support services are required for but not limited to: - Project Management - Regulatory Services - Installation of eCTD software products - Pre-installation and installation testing - Validation support- scripts included - eCTD Software Upgrade Support The Contractor shall work collaboratively with eIT PMO staff on the installation, configuration, upgrades and data migration of eCTD software products, modules, and data into two (2) computing environments (test and production) in a datacenter or in a cloud environment. This will include the development/modification of installation instructions to allow the products to function within the parameters specified for Department of War installations. The Contractor shall provide technical support and documentation for testing and validation of the products. Documents to be generated, authored/updated, and provided shall include the following on an as needed basis: a. Master Validation Plan (MVP) b. Design Specifications	PWS Part 5-5.2	Provide as needed	100% inspection

c. Validation Test Plan for Installation Qualification (IQ) based on vendor provided templates d. Validation source book for Installation Qualification (IQ)/ Operational Qualification (OQ)/Performance Qualification (PQ) e. Modification of standard IQ test scripts for eIT PMO installation f. System Configuration guide g. Work instructions and process flow h. Documents should be provided in Microsoft Word format and be updated for the software version that is being supported.			
PRS # 3 The Contractor shall: - Provide a list of training courses offered (private onsite or online) with associated costs for eCTD products. The training is to be scheduled on an as-needed basis, at a mutually agreed time. The cost should be priced per class. - Provide descriptions and complete pricing to include estimated billable hours for available training options (course trainings, tailored training, and/or mentoring) to allow eIT PMO to compare and select from courses, vendor-provided training, or mentoring in advance. - Provide training that includes any new functionality, refresher training, and new modules that become available or are required. - Accommodate request for training or mentoring within 30 calendar days after notification from the Government. - Provide remote mentoring for the development, programming and configuration and deployment of the eCTD product. - Provide certified implementation experts to conduct mentoring. The mentoring provided should be a combination of custom training in conjunction with hands on environment specific consulting. The Contractor shall provide a list of training courses available with costs and cost of all training materials. Training courses shall include but may not be limited to: - Standard eCTD Publisher Training - Advanced eCTD Publisher Training	PWS Part 5-5.3	Provide as needed	100% inspection

- Administrator Training - eCTD Reviewer Training - Training materials shipping expense (if required) - Daily/Ad hoc training with daily rate			

PART 8
ATTACHMENT 2
DELIVERABLE SCHEDULE

8.1 Delivery Address

All deliverables shall be submitted to the COR designated in the COR appointment letter and as directed by the COR upon award of the contract.

8.2 Method of Delivery

Electronic copies shall be delivered using Microsoft Office suite of tools (for example, MS WORD, MS EXCEL, MS POWERPOINT, MS PROJECT, or MS ACCESS format), unless otherwise specified by the COR. Electronic submission shall be made via email, unless otherwise agreed to by the COR.

8.3 Shipping

The Contractor shall use the U.S. Postal Service standard delivery for delivery of materials, equipment, or required hardcopy documents. The COR must approve all exceptions to this requirement.

8.4 Government Acceptance Period

The COR will have ten (10) business days to review draft deliverables and make comments. The Contractor shall have five (5) business days to make corrections. Upon receipt of the final deliverables, the COR will have two (2) business days for final review prior to acceptance or providing documented reasons for non-acceptance. Should the Government fail to complete the review within the review period the deliverable will become acceptable by default, unless prior to the expiration of the ten (10) business days the Government notifies the Contractor in writing to the contrary. The final submission should be deemed approved if the Government has not rejected it in 30 calendar days.

The COR will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the Contractor's accepted proposal. In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection. The Contractor shall have five (5) business days to correct the rejected deliverable and return it per delivery instructions.

8.5 Deliverable/Delivery Schedule Table

A summary of deliverables follows. Copies are to be provided to the Government officials electronically.

(This technical exhibit lists any reports or documentation that is required as a deliverable, to include the frequency, # of copies, medium/format and who/where it is to be submitted. A deliverable is anything that can be physically delivered but may include non-physical things such as meeting minutes. Note: All PWS deliverables should be included in this exhibit.)

Deliverable	Frequency	Medium/ Format	Submit To	Applicable To (PWS Ref.)
Deliverable 1: Quality Control Plan	Initial: NLT 30 DACA. Subsequent: Update as required.	Electronic	COR	1.10.1
Deliverable 2: Non-Disclosure Agreement	Initial: Signed statements are due for all personnel prior to performing any work.	Electronic	COR	1.12.2

	Subsequent: Update as required.			
Deliverable 3: Monthly Progress Report	Initial: NLT 45 DACA. Subsequent: NLT 5th calendar day of each month.	Electronic	COR and CS	1.12.3
Deliverable 4: Monthly Project Burn Report	Initial: NLT 35 DACA. Subsequent: NLT 5th calendar day of each month.	Electronic	COR	1.12.3

PWS ATTACHMENT A
DHA CONTRACTOR NON-DISCLOSURE AGREEMENT ("AGREEMENT")
(DHA FORM 49)

I, _____ am an employee of, or an employee of a subcontractor to, _____ (Business Name), a contractor to the Defense Health Agency (DHA) under Contract No. _____ through Delivery Order No. (as applicable) _____.

I understand that, in my performance under this contract, I may have access to, or otherwise receive, sensitive or proprietary business, technical, financial, and/or source selection information belonging to the Government or other contractors. This information includes, but is not limited to, cost/pricing data, Government spend plan data, contractor technical proposal data, contractor trade secrets, independent government cost estimates, proposal and evaluation and source selection information, negotiation strategies and contractor data presented in negotiations, contracting plans, and statements of work. I agree not to discuss, divulge, or disclose any such information or data to any person or entity, except those persons directly involved, on behalf of the DHA, in the acquisition or contract action to which the protected information pertains, as identified to me by the DHA contracting officer. I acknowledge that the unauthorized disclosure, use or negligent handling of the information by me could cause irreparable injury to the owner of the information.

As used in this Agreement, sensitive information is an overarching term that also includes, but is not limited to, sensitive but unclassified information/data, Protected Health Information, For Official Use Only information/data, and Privacy Information. This includes information in routine Department of Defense payroll, finance, logistics, inventory, and personnel management systems. The loss of, misuse of, or unauthorized access to or modification of this information could adversely affect the national interest or the conduct of Federal programs or the privacy to which individuals are entitled under Section 552a of Title 5, as amended, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

I attest that I am aware of, and will comply with the standards for access, dissemination, handling, and safeguarding of the information to which I am granted access as cited in this Agreement and in accordance with the guidance provided to me relative to the specific category of information.

I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. Court costs and reasonable attorney fees incurred by the United States Government may be assessed against me if I lose such action. I understand that another business entity might file a separate claim against me if I have misused its proprietary information.

Sensitive, proprietary, confidential commercial, or source selection information/data will be handled in accordance with Government regulations, policies, and procedures. I understand that I will be required to sign a new NDA for the contract in which I am performing, on an annual basis, prior to the Government granting me access to such information. I further understand that my obligations under this Agreement continue indefinitely and are not limited by the signing of a new agreement or by the term of my employment as a Government contractor employee. I fully understand that information does not lose its protected nature due simply to the passage of time, and my obligation of non-disclosure continues unless and until the information clearly falls under categories a through d in the next paragraph.

The obligations imposed herein do not extend to information/data which:
a) is in the public domain at the time of receipt or it came into the public domain through no act of mine;
b) is disclosed with the prior written approval of the DHA designated Contracting Officer;
c) is demonstrated to have been developed by (Business Name) or me independently of disclosures made hereunder; and
d) is disclosed pursuant to court order, after notification to the DHA designated Contracting Officer;

In the event that I seek other employment, I will reveal to any prospective employer the continuing obligation in this Agreement prior to accepting any employment offer.

I have read this Agreement carefully and my questions, if any, have been answered to my satisfaction.

1. NAME OF EMPLOYEE OR SUBCONTRACTOR EMPLOYEE	2. BUSINESS ENTITY

3. SIGNATURE OF EMPLOYEE OR SUBCONTRACTOR EMPLOYEE	4. DATE (YYYYMMDD)
5. WITNESS SIGNATURE	6. DATE (YYYYMMDD)

(End of DHA CONTRACTOR NON-DISCLOSURE AGREEMENT - DHA FORM 49)

(End of PWS)

Requirements
The eIT PMO requires software licenses and maintenance for twelve (12) Electronic Common Technical Document (eCTD) Publisher user accounts and up to fifty (50) named eCTD reviewer accounts. Additional services required are FDA-mandated submission templates, technical support services for resolving application problems, training services for both the eCTD publishing and reviewing users, FDA-validated software installation support and scripts, and consulting services to support regulatory questions by eCTD publishing. The eCTD Publisher System is intended for use by eIT PMO customers/user base for preparation and lifecycle maintenance of electronic regulatory submissions originating from the Army Office of the Surgeon General (OTSG) sponsored investigational product development. The critical function of the system is the ability to generate electronic regulatory submissions. In addition, the system shall have the ability to automate workflow steps required to manage preparation of electronic submissions for submission to regulatory agencies (e.g., FDA). Software/services are required for a Base Period + 4 Option Periods + 6 months, for a total of sixty-six (66) months.

Packaging and Marking

Inspection and Acceptance

Deliveries or Performance

Training Location - Fort Detrick, Frederick, MD 21702

Line Item	Delivery Schedule	Quantity	Address and POC	Special Handling/Notes
0001	Delivery Estimated By Delivery Date 15 Jul 2026	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	FoB Details Contractor Destination
0002	Delivery Period From 15 Jul 2026 to 14 Jul 2027 Period of Performance From 15 Jul 2026 To 14 Jul 2027	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	
0003	Delivery Period From 15 Jul 2026 to 14 Jul 2027 Period of Performance From 15 Jul 2026 To 14 Jul 2027	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	
0004	Delivery Period From 15 Jul 2026 to 14 Jul 2027 Period of Performance From 15 Jul 2026 To 14 Jul 2027	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	
	Delivery Period From 15 Jul 2026 to 14 Jul 2027	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009	

0005	Period of Performance From 15 Jul 2026 To 14 Jul 2027		FORT DETRICK, MD 21702-5009 UNITED STATES	
0006	Delivery Estimated By Delivery Date 15 Jul 2026	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	FoB Details Contractor Destination
0007	Delivery Period From 15 Jul 2026 to 14 Jul 2027 Period of Performance From 15 Jul 2026 To 14 Jul 2027	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	
0008	Delivery Period From 15 Jul 2026 to 14 Jul 2027 Period of Performance From 15 Jul 2026 To 14 Jul 2027	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	
0009	Delivery Period From 15 Jul 2026 to 14 Jul 2027 Period of Performance From 15 Jul 2026 To 14 Jul 2027	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	
Option Line Item 1001	Delivery Estimated By Delivery Date 15 Jul 2027	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	FoB Details Contractor Destination
	Delivery Period From 15 Jul 2027 to 14 Jul 2028	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA	

Option Line Item 1002	Period of Performance From 15 Jul 2027 To 14 Jul 2028		ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	
Option Line Item 1003	Delivery Period From 15 Jul 2027 to 14 Jul 2028 Period of Performance From 15 Jul 2027 To 14 Jul 2028	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	
Option Line Item 1004	Delivery Period From 15 Jul 2027 to 14 Jul 2028 Period of Performance From 15 Jul 2027 To 14 Jul 2028	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	
Option Line Item 1005	Delivery Period From 15 Jul 2027 to 14 Jul 2028 Period of Performance From 15 Jul 2027 To 14 Jul 2028	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	
Option Line Item 1006	Delivery Period From 15 Jul 2027 to 14 Jul 2028 Period of Performance From 15 Jul 2027 To 14 Jul 2028	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	
	Delivery Estimated By Delivery Date 15 Jul 2028	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA	FoB Details Contractor Destination

Option Line Item 2001			ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	
Option Line Item 2002	Delivery Period From 15 Jul 2028 to 14 Jul 2029 Period of Performance From 15 Jul 2028 To 14 Jul 2029	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	
Option Line Item 2003	Delivery Period From 15 Jul 2028 to 14 Jul 2029 Period of Performance From 15 Jul 2028 To 14 Jul 2029	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	
Option Line Item 2004	Delivery Period From 15 Jul 2028 to 14 Jul 2029 Period of Performance From 15 Jul 2028 To 14 Jul 2029	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	
Option Line Item 2005	Delivery Period From 15 Jul 2028 to 14 Jul 2029 Period of Performance From 15 Jul 2028 To 14 Jul 2029	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	
Option Line Item 2006	Delivery Period From 15 Jul 2028 to 14 Jul 2029	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	

	Period of Performance From 15 Jul 2028 To 14 Jul 2029			
Option Line Item 3001	Delivery Estimated By Delivery Date 15 Jul 2029	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	FoB Details Contractor Destination
Option Line Item 3002	Delivery Period From 15 Jul 2029 to 14 Jul 2030 Period of Performance From 15 Jul 2029 To 14 Jul 2030	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	
Option Line Item 3003	Delivery Period From 15 Jul 2029 to 14 Jul 2030 Period of Performance From 15 Jul 2029 To 14 Jul 2030	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	
Option Line Item 3004	Delivery Period From 15 Jul 2029 to 14 Jul 2030 Period of Performance From 15 Jul 2029 To 14 Jul 2030	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	
Option Line Item 3005	Delivery Period From 15 Jul 2029 to 14 Jul 2030 Period of Performance From 15 Jul 2029 To 14 Jul 2030	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	

Option Line Item 3006	Delivery Period From 15 Jul 2029 to 14 Jul 2030 Period of Performance From 15 Jul 2029 To 14 Jul 2030	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	
Option Line Item 4001	Delivery Estimated By Delivery Date 15 Jul 2030	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	FoB Details Contractor Destination
Option Line Item 4002	Delivery Period From 15 Jul 2030 to 14 Jul 2031 Period of Performance From 15 Jul 2030 To 14 Jul 2031	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	
Option Line Item 4003	Delivery Period From 15 Jul 2030 to 14 Jul 2031 Period of Performance From 15 Jul 2030 To 14 Jul 2031	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	
Option Line Item 4004	Delivery Period From 15 Jul 2030 to 14 Jul 2031 Period of Performance From 15 Jul 2030 To 14 Jul 2031	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	
	Delivery Period From 15 Jul 2030 to 14 Jul 2031	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD	

Option Line Item 4005	Period of Performance From 15 Jul 2030 To 14 Jul 2031		21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	
Option Line Item 4006	Delivery Estimated By Delivery Date 15 Jul 2030	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	FoB Details Contractor Destination
Option Line Item 4007	Delivery Period From 15 Jul 2030 to 14 Jul 2031 Period of Performance From 15 Jul 2030 To 14 Jul 2031	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	
Option Line Item 4008	Delivery Period From 15 Jul 2030 to 14 Jul 2031 Period of Performance From 15 Jul 2030 To 14 Jul 2031	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	
Option Line Item 5001	Delivery Estimated By Delivery Date 15 Jul 2031	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	FoB Details Contractor Destination
Option Line Item 5002	Delivery Period From 15 Jul 2031 to 14 Jan 2032 Period of Performance From 15 Jul 2031 To 14 Jan 2032	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	
	Delivery Period From 15 Jul 2031 to 14 Jan	1 Job	Place of Performance DoDAAC: HT0986	

Option Line Item 5003	2032 Period of Performance From 15 Jul 2031 To 14 Jan 2032		CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	
Option Line Item 5004	Delivery Period From 15 Jul 2031 to 14 Jan 2032 Period of Performance From 15 Jul 2031 To 14 Jan 2032	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	
Option Line Item 5005	Delivery Period From 15 Jul 2031 to 14 Jan 2032 Period of Performance From 15 Jul 2031 To 14 Jan 2032	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	
Option Line Item 5006	Delivery Period From 15 Jul 2031 to 14 Jan 2032 Period of Performance From 15 Jul 2031 To 14 Jan 2032	1 Job	Place of Performance DoDAAC: HT0986 CountryCode: USA ARMY MMDA - MM 1430 VETERANS DRIVE, FORT DETRICK MD 21702-5009 FORT DETRICK, MD 21702-5009 UNITED STATES	

Contract Administration Data

DFARS Clauses Incorporated by Full Text

252.201-7000 Contracting Officer's Representative. (Dec 1991)

CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) *Definition.* "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports. (Dec 2018)

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

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

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

(1) Contract financing payments include-

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

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

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

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

(2) Contract financing payments do not include-

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

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

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

(1) Invoice payments include-

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

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

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

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

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

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

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

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

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

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when-

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

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

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

(End of clause)

252.232-7006 Wide Area WorkFlow Payment Instructions. (Jan 2023)

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

N/A

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

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

Invoice 2in1

(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*
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	HT9427
Admin DoDAAC	HT9427
Inspect By DoDAAC	HT0986
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	HT0986
Service Acceptor (DoDAAC)	HT0986
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

*(*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.

toloria.s.duvall.civ@health.mil

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

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

(End of clause)

Special Contract Requirements

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|
|
|
| Wage Determination No.: 2015-4269
Daniel W. Simms Division of | Revision No.: 32
Director Wage Determinations| Date Of Last Revision: 5/13/2026
_____|_____

State: Maryland

Area: Maryland Counties of Frederick and Montgomery

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE FOOTNOTE RATE
01000 - Administrative Support And Clerical Occupations
01011 - Accounting Clerk I 21.83
01012 - Accounting Clerk II 24.50
01013 - Accounting Clerk III 27.41
01020 - Administrative Assistant 39.97
01035 - Court Reporter 29.26
01041 - Customer Service Representative I 17.59
01042 - Customer Service Representative II 19.19
01043 - Customer Service Representative III 21.54
01051 - Data Entry Operator I 19.11
01052 - Data Entry Operator II 20.85
01060 - Dispatcher, Motor Vehicle 25.71
01070 - Document Preparation Clerk 21.07
01090 - Duplicating Machine Operator 21.07
01111 - General Clerk I 20.12
01112 - General Clerk II 21.96
01113 - General Clerk III 24.65
01120 - Housing Referral Assistant 26.61
01141 - Messenger Courier 22.01
01191 - Order Clerk I 20.25
01192 - Order Clerk II 22.10
01261 - Personnel Assistant (Employment) I 22.42
01262 - Personnel Assistant (Employment) II 25.08
01263 - Personnel Assistant (Employment) III 27.95
01270 - Production Control Clerk 28.45
01290 - Rental Clerk 21.83
01300 - Scheduler, Maintenance 21.33
01311 - Secretary I 21.33
01312 - Secretary II 23.86
01313 - Secretary III 26.61
01320 - Service Order Dispatcher 22.98
01410 - Supply Technician 39.97
01420 - Survey Worker 22.94
01460 - Switchboard Operator/Receptionist 19.12
01531 - Travel Clerk I 22.65
01532 - Travel Clerk II 24.70
01533 - Travel Clerk III 26.66
01611 - Word Processor I 18.97
01612 - Word Processor II 21.29
01613 - Word Processor III 23.81

05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass 29.42
05010 - Automotive Electrician 28.76

05040 - Automotive Glass Installer 27.09
05070 - Automotive Worker 27.09
05110 - Mobile Equipment Servicer 23.30
05130 - Motor Equipment Metal Mechanic 30.28
05160 - Motor Equipment Metal Worker 27.09
05190 - Motor Vehicle Mechanic 30.28
05220 - Motor Vehicle Mechanic Helper 21.32
05250 - Motor Vehicle Upholstery Worker 25.28
05280 - Motor Vehicle Wrecker 27.09
05310 - Painter, Automotive 28.76
05340 - Radiator Repair Specialist 27.09
05370 - Tire Repairer 21.12
05400 - Transmission Repair Specialist 30.28

07000 - Food Preparation And Service Occupations
07010 - Baker 17.87
07041 - Cook I 20.40
07042 - Cook II 23.72
07070 - Dishwasher 17.70
07130 - Food Service Worker 17.41
07210 - Meat Cutter 22.13
07260 - Waiter/Waitress 18.48

09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter 28.23
09040 - Furniture Handler 15.47
09080 - Furniture Refinisher 24.81
09090 - Furniture Refinisher Helper 18.38
09110 - Furniture Repairer, Minor 21.80
09130 - Upholsterer 21.85

11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles 17.68
11060 - Elevator Operator 17.84
11090 - Gardener 25.16
11122 - Housekeeping Aide 17.84
11150 - Janitor 17.84
11210 - Laborer, Grounds Maintenance 19.16
11240 - Maid or Houseman 17.70
11260 - Pruner 18.28
11270 - Tractor Operator 23.02
11330 - Trail Maintenance Worker 19.16
11360 - Window Cleaner 18.70

12000 - Health Occupations
12010 - Ambulance Driver 24.09
12011 - Breath Alcohol Technician 31.01
12012 - Certified Occupational Therapist Assistant 40.02
12015 - Certified Physical Therapist Assistant 36.67
12020 - Dental Assistant 23.78
12025 - Dental Hygienist 52.41
12030 - EKG Technician 45.58
12035 - Electroneurodiagnostic Technologist 45.58
12040 - Emergency Medical Technician 24.09
12071 - Licensed Practical Nurse I 27.72
12072 - Licensed Practical Nurse II 31.01
12073 - Licensed Practical Nurse III 34.57
12100 - Medical Assistant 22.48
12130 - Medical Laboratory Technician 34.27
12160 - Medical Record Clerk 25.58
12190 - Medical Record Technician 28.61
12195 - Medical Transcriptionist 20.72
12210 - Nuclear Medicine Technologist 49.45
12221 - Nursing Assistant I 15.11
12222 - Nursing Assistant II 17.01
12223 - Nursing Assistant III 18.56
12224 - Nursing Assistant IV 20.83
12235 - Optical Dispenser 28.14
12236 - Optical Technician 23.99
12250 - Pharmacy Technician 21.90
12280 - Phlebotomist 23.72
12305 - Radiologic Technologist 41.51
12311 - Registered Nurse I 31.84
12312 - Registered Nurse II 38.95
12313 - Registered Nurse II, Specialist 38.95
12314 - Registered Nurse III 47.12
12315 - Registered Nurse III, Anesthetist 47.12
12316 - Registered Nurse IV 56.48
12317 - Scheduler (Drug and Alcohol Testing) 38.42
12320 - Substance Abuse Treatment Counselor 30.37

13000 - Information And Arts Occupations
13011 - Exhibits Specialist I 24.30

13012 - Exhibits Specialist II 30.10
13013 - Exhibits Specialist III 36.82
13041 - Illustrator I 25.90
13042 - Illustrator II 32.08
13043 - Illustrator III 39.23
13047 - Librarian 43.76
13050 - Library Aide/Clerk 20.28
13054 - Library Information Technology Systems
Administrator 39.51
13058 - Library Technician 24.49
13061 - Media Specialist I 28.52
13062 - Media Specialist II 31.90
13063 - Media Specialist III 35.55
13071 - Photographer I 24.22
13072 - Photographer II 27.09
13073 - Photographer III 33.55
13074 - Photographer IV 41.04
13075 - Photographer V 49.65
13090 - Technical Order Library Clerk 25.44
13110 - Video Teleconference Technician 30.84

14000 - Information Technology Occupations
14041 - Computer Operator I 27.25
14042 - Computer Operator II 30.48
14043 - Computer Operator III 33.99
14044 - Computer Operator IV 37.76
14045 - Computer Operator V 41.82
14071 - Computer Programmer I (see 1)
14072 - Computer Programmer II (see 1)
14073 - Computer Programmer III (see 1)
14074 - Computer Programmer IV (see 1)
14101 - Computer Systems Analyst I (see 1)
14102 - Computer Systems Analyst II (see 1)
14103 - Computer Systems Analyst III (see 1)
14150 - Peripheral Equipment Operator 27.25
14160 - Personal Computer Support Technician 37.76
14170 - System Support Specialist 41.82

15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor
(Non-Rated) 41.82
15020 - Aircrew Training Devices Instructor (Rated) 50.59
15030 - Air Crew Training Devices Instructor
(Pilot) 60.66
15050 - Computer Based Training Specialist /
Instructor 41.82
15060 - Educational Technologist 48.91
15070 - Flight Instructor (Pilot) 60.66
15080 - Graphic Artist 39.60
15085 - Maintenance Test Pilot, Fixed, Jet/Prop 60.66
15086 - Maintenance Test Pilot, Rotary Wing 60.66
15088 - Non-Maintenance Test/Co-Pilot 60.66
15090 - Technical Instructor 32.56
15095 - Technical Instructor/Course Developer 39.83
15110 - Test Proctor 26.28
15120 - Tutor 26.28

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler 20.03
16030 - Counter Attendant 20.03
16040 - Dry Cleaner 22.90
16070 - Finisher, Flatwork, Machine 20.03
16090 - Presser, Hand 20.03
16110 - Presser, Machine, Drycleaning 20.03
16130 - Presser, Machine, Shirts 20.03
16160 - Presser, Machine, Wearing Apparel, Laundry 20.03
16190 - Sewing Machine Operator 23.86
16220 - Tailor 24.82
16250 - Washer, Machine 20.99

19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 31.46
19040 - Tool And Die Maker 38.21

21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 24.07
21030 - Material Coordinator 28.45
21040 - Material Expediter 28.45
21050 - Material Handling Laborer 19.81
21071 - Order Filler 18.01
21080 - Production Line Worker (Food Processing) 24.07
21110 - Shipping Packer 21.99
21130 - Shipping/Receiving Clerk 21.99

21140 - Store Worker I 19.08
21150 - Stock Clerk 22.91
21210 - Tools And Parts Attendant 24.07
21410 - Warehouse Specialist 24.07

23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 46.69
23019 - Aircraft Logs and Records Technician 37.02
23021 - Aircraft Mechanic I 44.33
23022 - Aircraft Mechanic II 46.69
23023 - Aircraft Mechanic III 48.97
23040 - Aircraft Mechanic Helper 31.21
23050 - Aircraft, Painter 42.10
23060 - Aircraft Servicer 37.02
23070 - Aircraft Survival Flight Equipment Technician 42.10
23080 - Aircraft Worker 39.66
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I 39.66
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II 44.33
23110 - Appliance Mechanic 28.49
23120 - Bicycle Repairer 20.03
23125 - Cable Splicer 43.10
23130 - Carpenter, Maintenance 28.58
23140 - Carpet Layer 24.79
23160 - Electrician, Maintenance 36.28
23181 - Electronics Technician Maintenance I 35.18
23182 - Electronics Technician Maintenance II 37.35
23183 - Electronics Technician Maintenance III 39.32
23260 - Fabric Worker 29.06
23290 - Fire Alarm System Mechanic 31.36
23310 - Fire Extinguisher Repairer 26.78
23311 - Fuel Distribution System Mechanic 37.07
23312 - Fuel Distribution System Operator 28.53
23370 - General Maintenance Worker 26.68
23380 - Ground Support Equipment Mechanic 44.33
23381 - Ground Support Equipment Servicer 37.02
23382 - Ground Support Equipment Worker 39.66
23391 - Gunsmith I 26.78
23392 - Gunsmith II 31.14
23393 - Gunsmith III 34.80
23410 - Heating, Ventilation And Air-Conditioning Mechanic 34.66
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility) 36.51
23430 - Heavy Equipment Mechanic 34.05
23440 - Heavy Equipment Operator 29.25
23460 - Instrument Mechanic 37.03
23465 - Laboratory/Shelter Mechanic 33.05
23470 - Laborer 19.81
23510 - Locksmith 32.35
23530 - Machinery Maintenance Mechanic 33.73
23550 - Machinist, Maintenance 34.32
23580 - Maintenance Trades Helper 20.27
23591 - Metrology Technician I 37.03
23592 - Metrology Technician II 39.00
23593 - Metrology Technician III 40.91
23640 - Millwright 29.89
23710 - Office Appliance Repairer 24.28
23760 - Painter, Maintenance 24.00
23790 - Pipefitter, Maintenance 33.08
23810 - Plumber, Maintenance 31.42
23820 - Pneudraulic Systems Mechanic 34.80
23850 - Rigger 34.14
23870 - Scale Mechanic 31.14
23890 - Sheet-Metal Worker, Maintenance 30.59
23910 - Small Engine Mechanic 24.79
23931 - Telecommunications Mechanic I 37.06
23932 - Telecommunications Mechanic II 39.03
23950 - Telephone Lineman 45.15
23960 - Welder, Combination, Maintenance 28.87
23965 - Well Driller 32.07
23970 - Woodcraft Worker 34.80
23980 - Woodworker 26.78

24000 - Personal Needs Occupations
24550 - Case Manager 23.07
24570 - Child Care Attendant 17.20
24580 - Child Care Center Clerk 21.46
24610 - Chore Aide 17.91
24620 - Family Readiness And Support Services Coordinator 23.07

24630 - Homemaker 23.07

25000 - Plant And System Operations Occupations
25010 - Boiler Tender 42.88
25040 - Sewage Plant Operator 32.51
25070 - Stationary Engineer 42.88
25190 - Ventilation Equipment Tender 30.19
25210 - Water Treatment Plant Operator 32.51

27000 - Protective Service Occupations
27004 - Alarm Monitor 29.26
27007 - Baggage Inspector 20.31
27008 - Corrections Officer 33.19
27010 - Court Security Officer 32.91
27030 - Detection Dog Handler 22.72
27040 - Detention Officer 33.19
27070 - Firefighter 32.62
27101 - Guard I 20.31
27102 - Guard II 22.72
27131 - Police Officer I 36.09
27132 - Police Officer II 40.11

28000 - Recreation Occupations
28041 - Carnival Equipment Operator 21.74
28042 - Carnival Equipment Repairer 23.76
28043 - Carnival Worker 17.22
28210 - Gate Attendant/Gate Tender 21.78
28310 - Lifeguard 16.92
28350 - Park Attendant (Aide) 24.36
28510 - Recreation Aide/Health Facility Attendant 17.78
28515 - Recreation Specialist 30.17
28630 - Sports Official 19.40
28690 - Swimming Pool Operator 27.63

29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer 35.81
29020 - Hatch Tender 35.81
29030 - Line Handler 35.81
29041 - Stevedore I 33.42
29042 - Stevedore II 38.01

30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center
(HFO) (see 2) 52.72
30011 - Air Traffic Control Specialist, Station
(HFO) (see 2) 36.35
30012 - Air Traffic Control Specialist, Terminal
(HFO) (see 2) 40.04
30021 - Archeological Technician I 24.14
30022 - Archeological Technician II 27.00
30023 - Archeological Technician III 33.44
30030 - Cartographic Technician 33.44
30040 - Civil Engineering Technician 41.58
30051 - Cryogenic Technician I 37.04
30052 - Cryogenic Technician II 40.90
30061 - Drafter/CAD Operator I 24.14
30062 - Drafter/CAD Operator II 27.00
30063 - Drafter/CAD Operator III 30.09
30064 - Drafter/CAD Operator IV 37.04
30081 - Engineering Technician I 22.92
30082 - Engineering Technician II 25.72
30083 - Engineering Technician III 28.79
30084 - Engineering Technician IV 35.64
30085 - Engineering Technician V 43.61
30086 - Engineering Technician VI 52.76
30090 - Environmental Technician 31.79
30095 - Evidence Control Specialist 33.44
30210 - Laboratory Technician 29.01
30221 - Latent Fingerprint Technician I 37.63
30222 - Latent Fingerprint Technician II 41.56
30240 - Mathematical Technician 42.36
30361 - Paralegal/Legal Assistant I 25.58
30362 - Paralegal/Legal Assistant II 31.69
30363 - Paralegal/Legal Assistant III 38.77
30364 - Paralegal/Legal Assistant IV 46.90
30375 - Petroleum Supply Specialist 40.90
30390 - Photo-Optics Technician 33.44
30395 - Radiation Control Technician 40.90
30461 - Technical Writer I 31.78
30462 - Technical Writer II 38.87
30463 - Technical Writer III 47.03
30491 - Unexploded Ordnance (UXO) Technician I 33.50
30492 - Unexploded Ordnance (UXO) Technician II 40.54

30493 - Unexploded Ordnance (UXO) Technician III 48.59
30494 - Unexploded (UXO) Safety Escort 33.50
30495 - Unexploded (UXO) Sweep Personnel 33.50
30501 - Weather Forecaster I 37.04
30502 - Weather Forecaster II 45.05
30620 - Weather Observer, Combined Upper Air Or
Surface Programs (see 2) 30.09
30621 - Weather Observer, Senior (see 2) 33.44

31000 - Transportation/Mobile Equipment Operation Occupations
31010 - Airplane Pilot 40.54
31020 - Bus Aide 20.16
31030 - Bus Driver 28.94
31043 - Driver Courier 21.14
31260 - Parking and Lot Attendant 17.17
31290 - Shuttle Bus Driver 21.06
31310 - Taxi Driver 17.71
31361 - Truckdriver, Light 23.10
31362 - Truckdriver, Medium 25.07
31363 - Truckdriver, Heavy 28.39
31364 - Truckdriver, Tractor-Trailer 28.39

99000 - Miscellaneous Occupations
99020 - Cabin Safety Specialist 19.76
99030 - Cashier 16.73
99050 - Desk Clerk 17.76
99095 - Embalmer 31.73
99130 - Flight Follower 33.50
99251 - Laboratory Animal Caretaker I 20.32
99252 - Laboratory Animal Caretaker II 22.20
99260 - Marketing Analyst 40.69
99310 - Mortician 31.73
99410 - Pest Controller 21.91
99510 - Photofinishing Worker 22.57
99710 - Recycling Laborer 23.14
99711 - Recycling Specialist 28.16
99730 - Refuse Collector 22.08
99810 - Sales Clerk 17.18
99820 - School Crossing Guard 20.44
99830 - Survey Party Chief 30.97
99831 - Surveying Aide 19.25
99832 - Surveying Technician 29.45
99840 - Vending Machine Attendant 17.47
99841 - Vending Machine Repairer 22.47
99842 - Vending Machine Repairer Helper 17.47

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $5.55 per hour, up to 40 hours per week, or $222.00 per week or $962.00 per month

HEALTH & WELFARE EO 13706: $5.09 per hour, up to 40 hours per week, or $203.60 per week, or $882.27 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or

successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least $27.63 per hour (or at least $684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for

ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of """"wash and wear""""" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the """"Service Contract Act Directory of Occupations""""", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the """"Service Contract Act Directory of Occupations"""" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."""

Contract Clauses

FAR Clauses Incorporated by Full Text

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (Jan 2017)

PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

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

Internal confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

Subcontract means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

(d) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of clause)

52.204-13 System for Award Management-Maintenance. (Deviation 2026-O0038) (Feb 2026)

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

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

Commercial and Government Entity code means-

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as "CAGE code"); or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as "NCAGE code").

Unique Entity Identifier (UEI) means an identifier used to identify a specific commercial, nonprofit, or Government entity.

(b) *Active registration*.

(1) The Contractor shall maintain an active Federal Government contracts registration in the System for Award Management (SAM) at https://www.sam.gov during contract performance and through final payment under this contract. To maintain an active registration in SAM, the Contractor shall review at least annually its registration in SAM and validate that the information is current, accurate, and complete.

(2) The Contractor is responsible for the currency, accuracy, and completeness of the information provided within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete information. Updating SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c) *Novation and change-of-name agreements*.

(1) If the Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used to perform the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in part 42 of the Federal Acquisition Regulation (FAR), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to -

(i) Change the legal business name in SAM;

(ii) Comply with the requirements of FAR part 42; and

(iii) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with its written notification sufficient documentation to support the legally changed name.

(2) If the Contractor fails to comply with the requirements of paragraph (c)(1) of this clause, or fails to perform the agreement at paragraph (c)(1)(iii) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(d) *Assignees*.

(1) The Contractor shall not change the legal business name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR part 32). Assignees shall be separately registered in SAM.

(2) Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(e) Unique entity identifier (UEI). The Contractor shall ensure that its UEI is maintained throughout the life of the contract.

(f) Commercial and Government Entity (CAGE) code. The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. To update a CAGE code, the Contractor shall initiate the change by updating its SAM registration.

(g) Communicating changes. The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

(End of clause)

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)

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

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

Commercially available off-the-shelf (COTS) item

(1) Means any item of supply (including construction material) that is-

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award, with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless a compelling reason exists to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, proposed for debarment, or voluntarily excluded by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, proposed for debarment, or voluntarily excluded (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, proposed debarment, or voluntary exclusion.

(e) *Subcontracts*. Unless this is a contract for the acquisition of commercial products or commercial services, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that-

(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and

(2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038) (Feb 2026)

PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (FEB 2026) (DEVIATION 2026-O0038)

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

(c) Exceptions to this prohibition are located at 9.108-3.

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

(End of clause)

52.212-4 Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Feb 2026)

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

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall-

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*-

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) *Interest*. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon-

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

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

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

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

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

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(u) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.212-5	**Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Products and Commercial Services. (DEVIATION 2025-O0003 and 2025-O0004)**	**(Mar 2025)**	**Deviation 2025-O0004**	**(Mar 2025)**

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2025) (DEVIATION 2025-O0003 AND 2025-O0004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[*Contracting Officer check as appropriate*.]

☑ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community-see FAR 3.900(a).

☑ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (6) [Reserved].

☑ (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

☐ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders-Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115-390, title II).

☐ (11)

(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

☐ (ii) Alternate I (DEC 2023) of 52.204-30.

☑ (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) (31 U.S.C. 6101 note).

☐ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

☐ (14) [Reserved].

☐ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

☐ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (17) [Reserved]

☑ (18)

(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020) of 52.219-6.

☐ (19)

(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020) of 52.219-7.

☑ (20) 52.219-8, Utilization of Small Business Concerns (JAN 2025)(15 U.S.C. 637(d)(2) and (3)).

☐ (21)

(i) 52.219-9, Small Business Subcontracting Plan (JAN 2025) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (NOV 2016) of 52.219-9.

☐ (iii) Alternate II (NOV 2016) of 52.219-9.

☐ (iv) Alternate III (JUN 2020) of 52.219-9.

☐ (v) Alternate IV (JAN 2025) of 52.219-9.

☐ (22)

(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

☐ (ii) Alternate I (MAR 2020) of 52.219-13.

☑ (23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

☐ (24) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).

☑ (26)

(i) 52.219-28, Postaward Small Business Program Rerepresentation (JAN 2025) (15 U.S.C. 632(a)(2)).

☐ (ii) Alternate I (MAR 2020) of 52.219-28.

☐ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

☐ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

☐ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

☐ (30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).

☑ (31) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).

☑ (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2025)(E.O. 13126).

☐ (33) [Reserved]

☐ (34) [Reserved]

☑ (35)

(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

☐ (ii) Alternate I (JUL 2014) of 52.222-35.

☑ (36)

(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

☐ (ii) Alternate I (JUL 2014) of 52.222-36.

☑ (37) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

☑ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☑ (39)

(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☐ (40) 52.222-54, Employment Eligibility Verification (JAN 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

☐ (41)

(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (42 U.S.C. 7671, *et seq.*).

☐ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (42 U.S.C. 7671, *et seq.*).

☐ (44) 52.223-20, Aerosols (MAY 2024) (42 U.S.C. 7671, *et seq.*).

☐ (45) 52.223-21, Foams (MAY 2024) (42 U.S.C. 7671, *et seq.*).

☑ (46) 52.223-23, Sustainable Products and Services (MAR 2025) (DEVIATION 2025-O0004)) (7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

☑ (47)

(i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).

☐ (ii) Alternate I (JAN 2017) of 52.224-3.

☑ (48)

(i) 52.225-1, Buy American-Supplies (OCT 2022) (41 U.S.C. chapter 83).

☐ (ii) Alternate I (OCT 2022) of 52.225-1.

☑ (49)

(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

☐ (ii) Alternate I [Reserved].

☑ (iii) Alternate II (JAN 2025) of 52.225-3.

☐ (iv) Alternate III (FEB 2024) of 52.225-3.

☐ (v) Alternate IV (Oct 2022) of 52.225-3.

☐ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☐ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

☑ (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) (E.O. 13513).

☑ (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

☐ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

☐ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

☑ (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).

☐ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

☐ (64) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

☐ (65)

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

☐ (iii) Alternate II (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[*Contracting Officer check as appropriate.*]

☑ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter67).

☑ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☑ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☑ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

☑ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

☐ (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (JAN 2025) (49 U.S.C. 40118(g)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).
(vii) (A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

(B) Alternate I (DEC 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) [Reserved]

(x) [Reserved]

(xi) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
(xvi) (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (JAN 2025) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
(xxii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 Option to Extend Services. (Nov 1999)

OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days [insert the period of time within which the Contracting Officer may exercise the option].

(End of clause)

52.217-9 Option to Extend the Term of the Contract. (Mar 2000)

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days[insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days days[*60days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months(months) (years).

(End of clause)

52.219-6 Notice of Total Small Business Set-Aside. (Deviation 2026-O0038) (Feb 2026)

NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (FEB 2026) (DEVIATION 2026-O0038)

(a) *Definition*. *Small business concern*, as used in this clause-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(2) *Affiliates*, as used in paragraph (a)(1) of this clause, 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) *Applicability.* This clause applies only to-

(1) Contracts that have been set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.4 and 16.5.

(c) *General*. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(End of clause)

52.222-3 Convict Labor. (Deviation 2026-O0038) (Feb 2026)

CONVICT LABOR (FEB 2026) (DEVIATION 2026-O0038)

(a) Except as provided in paragraph (b) of this clause, the Contractor must not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons-

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if-

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-19 Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038) (Mar 2026)

CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (MAR 2026) (DEVIATION 2026-O0038)

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

(1) Israel, and the anticipated value of the acquisition is $50,000 or more;

(2) Mexico, and the anticipated value of the acquisition is $105,767 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is $174,000 or more.

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

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

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies. (1) The Contracting Officer may terminate the contract.

(2) The suspending and debarring official may suspend the Contractor in accordance with procedures in FAR subpart 9.4.

(3) The suspending and debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR subpart 9.4.

(End of clause)

52.222-36 Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038) (Feb 2026)

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

(a) Equal opportunity clause. The Contractor must abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor must include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1401-2(a)(1) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-41 Service Contract Labor Standards. (Deviation 2026-O0038) (Feb 2026)

SERVICE CONTRACT LABOR STANDARDS (FEB 2026) (DEVIATION 2026-O0038)

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

Contractor, when this clause is used in any subcontract, must be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

Service employee means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, *Code of Federal Regulations*, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) *Applicability*. This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor must be paid not less than the minimum monetary wages and must be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract. (2) (i) If a wage determination is attached to this contract, the Contractor must classify any class of service employee which is not listed therein and which is to be employed under the contract (*i.e.,* the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (*i.e.,* appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees must be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure must be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor must submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer must review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour *Division, U.S*. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division must be transmitted to the Contracting Officer who must promptly notify the Contractor of the action taken. Each affected employee must be furnished by the Contractor with a written copy of such determination or it must be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e.,* adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor must advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract must in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause must be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division must make a final determination of conformed classification, wage rate, and/or fringe benefits which must be retroactive to the date such class or classes of employees commenced contract work.

(3) *Adjustment of compensation*. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract must be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to furnish fringe benefits*. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum wage*. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor contracts*. If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1 b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination must be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination must be effective as of the date of the final administrative decision.

(g) *Notification to employees*. The Contractor and any subcontractor under this contract must notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or must post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) must be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) *Safe and sanitary working conditions*. The Contractor or subcontractor must not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor must comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records*. (1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute must make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour *Division, a* record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute-

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor must also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, must take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor must permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay periods*. The Contractor must unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments must be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) *Withholding of payments and termination of contract*. The Contracting Officer must withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontracts*. The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) *Collective bargaining agreements applicable to service employees*. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor must report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report must be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements must be reported promptly after negotiation thereof.

(n) *Seniority list*. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor must furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list must also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer must turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Rulings and interpretations*. Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) *Contractor's Representation*. (1) By entering into this contract, the Contractor (and officials thereof) represents that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, tolerances, and exemptions involving employment*. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub.L.92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates

of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR parts 525 and 528.

(r) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship and Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program must be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices must not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification must not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips*. An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit must not exceed $1.34 per hour beginning January 1,1981. To use this provision-

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

(t) *Disputes concerning labor standards*. The U.S. Department of Labor has set forth in 29 CFR parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes must be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-42 Statement of Equivalent Rates for Federal Hires. (May 2014)

STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
15050 - Computer Based Training Specialist / Instructor	41.82
15090 - Technical Instructor	*32.56*
15095 - Technical Instructor/Course Developer	*39.83*

____	____
____	____

(End of clause)

52.222-50 Combating Trafficking in Persons. (Deviation 2026-O0038) (Feb 2026)

COMBATING TRAFFICKING IN PERSONS (FEB 2026) (DEVIATION 2026-O0038)

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

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means-

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Commercially available off-the-shelf (COTS) item -

(1) Means any item of supply (including construction material) that is-

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101;

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person-

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of-

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising;

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs-

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means-

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents must not-

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-

(ii) The requirements of paragraphs (b)(7)(i) of this clause must not apply to an employee who is-

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor must provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor must not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document must be in a language the employee understands. If the employee must relocate to perform the work, the work document must be provided to the employee at least five days prior to the employee relocating. The employee's work document must include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements*. The Contractor must-

(1) Notify its employees and agents of-

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* (1) The Contractor must inform the Contracting Officer and the agency Inspector General immediately of-

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor must inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in-

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors*. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors*. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation*. (1) The Contractor must, at a minimum-

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and must not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from-

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan*. (1) This paragraph (h) applies to any portion of the contract that-

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

(ii) Has an estimated value that exceeds $700,000.

(2) The Contractor must maintain a compliance plan during the performance of the contract that is appropriate-

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements*. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting*. (i) The Contractor must post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor must provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor must provide the compliance plan to the Contracting Officer upon request.

(5) *Certification*. Annually after receiving an award, the Contractor must submit a certification to the Contracting Officer that-

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either-

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

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts*. (1) The Contractor must include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-

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

(ii) Has an estimated value that exceeds $700,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor must require submission prior to the award of the subcontract and annually thereafter. The certification must cover the items in paragraph (h)(5) of this clause.

(End of clause)

52.222-62 Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038) (Feb 2026)

PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (FEB 2026) (DEVIATION 2026-O0038)

(a) *Definitions*. As used in this clause (in accordance with 29 CFR 13.2)-

Child, "domestic partner", and "domestic violence" have the meaning given in 29 CFR 13.2.

Employee -

(1) (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706; and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8);

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions;

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2) (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship has the meaning given in 29 CFR 13.2.

Multiemployer plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

Paid sick leave means compensated absence from employment that is required by E.O. 13706 and 29 CFR Part 13.

Parent, "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

United States means the 50 States and the District of Columbia.

(b) *Executive Order 13706*. (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR Part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) *Paid sick leave*. The Contractor must-

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR Part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR Part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR Part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) *Withholding*. The Contracting Officer must, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR Part 13, or this clause, including-

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) *Payment suspension/contract termination/contractor debarment*. (1) In the event of a failure to comply with E.O. 13706, 29 CFR Part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR Part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR Part 13.

(h) Nothing in E.O. 13706 or 29 CFR Part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR Part 13.

(i) *Recordkeeping*. (1) The Contractor must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor must make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee's occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR Part 13 as described in 29 CFR 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2) (i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor must keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(1)(i) or (iii), the Contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor must permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4) (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, must be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor must not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and must maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor must permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 14026, their respective implementing regulations, or any other applicable law.

(j) Interference/discrimination. (1) The Contractor must not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR Part 13. Interference includes, but is not limited to-

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor must not discharge or in any other manner discriminate against any employee for-

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR Part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR Part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR Part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR Part 13.

(k) *Notice*. The Contractor must notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR Part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) *Disputes concerning labor standards*. Disputes related to the application of E.O. 13706 to this contract must not be subject to the general disputes clause of the contract. Such disputes must be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) *Subcontracts*. The Contractor must insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

52.222-90 Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1) (Apr 2026)

ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026) (DEVIATION 2026-O0040, REVISION 1)

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

52.223-23 Sustainable Products. (Deviation 2026-O0038) (Feb 2026)

SUSTAINABLE PRODUCTS (FEB 2026) (DEVIATION 2026-O0038)

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

Sustainable product means-

(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products).

(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/eere/femp/search-energy-efficient-products, https://www.energystar.gov/products?s=mega, and https://www.energy.gov/femp/low-standby-power-product-list).

(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) (https://www.biopreferred.gov/).

(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables).

(b) *Requirements*. The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are-

(1) Delivered to the Government;

(2) Furnished for use by the Government;

(3) Incorporated into the construction of a public building or public work; or

(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

End of clause

52.225-3 Buy American-Free Trade Agreements-Israeli Trade Act. (Deviation 2026-O0038) (Alternate III) (Feb 2026) Alternate III (Feb 2026)

Alternate III (FEB 2026) (DEVIATION 2026-O0038). As prescribed in 25.601 (b)(1)(iii), delete the definition of "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product" and add in its place the following definition of "Korean end product" in paragraph (a) of the basic clause; and substitute the following paragraph (c) for paragraph (c) of the basic clause:

Korean end product means an article that-

(1) Is wholly the growth, product, or manufacture of Korea (Republic of); or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Korea (Republic of) into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

(c) *Delivery of end products*. 41 U.S.C. chapter 83 provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C.1907, the domestic content test of the Buy American statute is waived for an end product that is a COTS item, except that for an end product that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the end product, excluding COTS fasteners. In addition, the Contracting Officer has determined that the Korea (Republic of) FTA and the Israeli Trade Act apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only domestic end products except to the extent that, in its offer, it specified delivery of foreign end products in the provision entitled "Buy American-Free Trade Agreements-Israeli Trade Act Certificate." If the Contractor specified in its offer that the Contractor would supply a Korean end product or an Israeli end product, then the Contractor shall supply a Korean end product, an Israeli end product, or at the Contractor's option, a domestic end product.

52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving. (May 2024)

ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)

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

"Driving"-

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The Contractor is encouraged to-

(1) Adopt and enforce policies that ban text messaging while driving-

(i) Company-owned or rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as-

(i) Establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

(End of clause)

52.229-12 Tax on Certain Foreign Procurements. (Deviation 2026-O0038) (Feb 2021)

TAX ON CERTAIN FOREIGN PROCUREMENTS (FEB 2026) (DEVIATION 2026-O0038)

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

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

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

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) (1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury IRS Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.

(2) If the Contractor-

(i) Is a foreign person; and

(ii) Has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements-Notice and Representation, that it is fully exempt from the withholding; and

(iii) Certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax; then the Contractor shall-

(A) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and

(B) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

(f) Taxes imposed under 26 U.S.C. 5000C may not be-

(1) Included in the contract price; nor

(2) Reimbursed.

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

(End of clause)

52.232-33 Payment by Electronic Funds Transfer-System for Award Management. (Oct 2018)

PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information*. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) *Mechanisms for EFT payment*. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment*. If the Contractor's EFT information in SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment*. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims*. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent*. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information*. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for

delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

(End of clause)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (Mar 2023)

PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)

(a) (1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

52.233-3 Protest after Award. (Deviation 2026-O0038) (Feb 2026)

PROTEST AFTER AWARD (FEB 2026) (DEVIATION 2026-O0038)

(a) Upon receipt of a stop-work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the order during the period of work stoppage. After receiving the final decision in the protest, the Contracting Officer must either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor must resume work. The Contracting Officer must make an equitable adjustment in the delivery schedule or contract price, or both, and the contract must be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer must allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer must allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.233-4 Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038) (Feb 2026)

APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (FEB 2026) (DEVIATION 2026-O0038)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.240-91 Security Prohibitions and Exclusions. (Deviation 2026-O0038) (Feb 2026)

SECURITY PROHIBITIONS AND EXCLUSIONS (FEB 2026) (DEVIATION 2026-O0038)

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

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act-covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)-

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use-

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following-

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that-

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means-

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency-

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing-

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act-covered foreign entities.

(1) Prohibition. The Contractor is prohibited from-

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act-covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*.

(1) *Certain telecommunications and video surveillance equipment, systems, or services*.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using-

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) *Office of Foreign Assets Control Restrictions*.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $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 according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders*.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use 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 an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) *Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(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 contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply 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 implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report*.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

52.240-92 Security Requirements. (Deviation 2026-O0038) (Feb 2026)

SECURITY REQUIREMENTS (FEB 2026) (DEVIATION 2026-O0038)

(a) This clause applies to the extent that this contract involves access to information classified Confidential, Secret, or Top Secret.

(b) The Contractor shall comply with-

(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (32 CFR part 117); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, after the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract must be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(e) A subcontractor requiring access to classified information under a contract shall be identified with a CAGE code on the DD Form 254. The Contractor shall require a subcontractor requiring access to classified information to provide its CAGE code with its name and location address or otherwise include it prominently in the proposal. Each location of subcontractor performance listed on the DD Form 254 is required to reflect a corresponding unique CAGE code for each listed location unless the work is being performed at a Government facility, in which case the agency location code shall be used. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award. The contractor shall ensure that subcontractors maintain their CAGE code(s) throughout the life of the contract.

(End of clause)

52.244-6 Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038) (Apr 2026)

SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (APR 2026) (DEVIATION 2026-O0038)

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

Commercial product, commercial service and nondevelopmental item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.

Subcontract has the meaning at FAR 44.401

(b) *Requirements*.

(1) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.

(2) If a clause in the following table is included in the contract, the Contractor shall insert the clause in subcontracts for commercial products or commercial services and must flow down the requirements of the clause to subcontracts as indicated in the specific clause:

Number	Title	Date
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.219-8 *	Utilization of Small Business Concerns	JAN 2025
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021

52.222-50 with Alt I	Combating Trafficking in Persons, with its Alternate I	MAR 2015
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements	MAY 2014
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements	MAY 2014
52.222-54	Employment Eligibility Verification	JAN 2025
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.222-90	Addressing DEI Discrimination by Federal Contractors	APR 2026
52.224-3	Privacy Training	JAN 2017
52.224-3 with Alt I	Privacy Training, with Alternate I	JAN 2017
52.225-26	Contractors Performing Private Security Functions Outside the United States	OCT 2016
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.240-91	Security Prohibitions and Exclusions	DATE
52.240-91 with Alt I	Security Prohibitions and Exclusions, with its Alternate I	DATE

52.240-92	Security Requirements	DATE
52.240-92 with Alt II	Security Requirements, with its Alternate II	DATE
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	NOV 2021

* Include only if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.109(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(c) *Subcontracts*. The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract.

(End of clause)

DFARS Clauses Incorporated by Full Text

252.203-7000 Requirements Relating to Compensation of Former DoD Officials. (Sep 2011)

REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

(a) *Definition*. "Covered DoD official," as used in this clause, means an individual that-

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of $10 million, and serves or served-

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of $10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

(End of clause)

252.203-7002 Requirement to Inform Employees of Whistleblower Rights. (Dec 2022)

REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

(DEC 2022)

(a) The Contractor shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 10 U.S.C. 4701, as described in subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts.

(End of clause)

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting. (May 2024)

SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024)

(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.

"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" (available via the internet at *https://csrc.nist.gov/publications/sp800*) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(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.

(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/documents-templates/*) 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 or 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;

(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)

252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services. (Jan 2023)

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023)

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

"Covered defense telecommunications equipment or services" means-

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;

(2) Telecommunications services provided by such entities or using such equipment; or

(3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Covered foreign country" means-

(1) The People's Republic of China; or

(2) The Russian Federation.

"Covered missions" means-

(1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or

(2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

"Critical technology" means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

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

(d) *Reporting*.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at *https://dibnet.dod.mil/* the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

(End of clause)

252.204-7021 Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements. (Nov 2025)

CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

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

"Controlled unclassified information" means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (32 CFR 2002.4(h)).

"Current" means-

(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status-

(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and

(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance by an affirming official;

(2) With regard to Final CMMC Status-

(i) Not older than 1 year for Final Level 1 (Self), with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;

(ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.

"Cybersecurity Maturity Model Certification (CMMC) status" means the result of meeting or exceeding the minimum required score for the corresponding assessment. The potential statuses are as follows:

(1) Final Level 1 (Self).

(2) Conditional Level 2 (Self).

(3) Final Level 2 (Self).

(4) Conditional Level 2 (C3PAO).

(5) Final Level 2 (C3PAO).

(6) Conditional Level 3 (DIBCAC).

(7) Final Level 3 (DIBCAC).

"Cybersecurity Maturity Model Certification unique identifier (CMMC UID)" means 10 alpha-numeric characters assigned to each CMMC assessment and reflected in the Supplier Performance Risk System (SPRS) for each contractor information system.

"Federal contract information (FCI)" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government. It does not include information provided by the Government to the public, such as on public websites, or simple transactional information, such as information necessary to process payments.

"Plan of action and milestones" means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special Publication 800-115 (32 CFR 170.21).

(b) *Framework*. The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).

(c) *Duplication*. The CMMC assessments will not duplicate efforts from any other comparable DoD assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.

(d) *Requirements*. The Contractor shall-

(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: CMMC Level 1 (Self) *Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC)* for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and

(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;

(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level required in paragraph (d)(1) of this clause, or higher;

(3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (*https://piee.eb.mil*) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;

(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and

(5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(e) *Reporting*. The Contractor shall-

(1) Submit to the Contracting Officer-

(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and

(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;

(2) Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and

(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.

(f) *Subcontracts*. The Contractor shall-

(1) Insert the substance of this clause, including this paragraph (f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services, excluding commercially available off-the-shelf items, if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and

(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.

(End of clause)

252.223-7008 Prohibition of Hexavalent Chromium. (Jan 2023)

PROHIBITION OF HEXAVALENT CHROMIUM (JAN 2023)

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

"Homogeneous material" means a material that cannot be mechanically disjointed into different materials and is of uniform composition throughout.

(1) Examples of homogeneous materials include individual types of plastics, ceramics, glass, metals, alloys, paper, board, resins, and surface coatings.

(2) Homogeneous material does not include conversion coatings that chemically modify the substrate.

"Mechanically disjointed" means that the materials can, in principle, be separated by mechanical actions such as unscrewing, cutting, crushing, grinding, and abrasive processes.

(b) *Prohibition*.

(1) Unless otherwise specified by the Contracting Officer, the Contractor shall not provide any deliverable or construction material under this contract that-

(i) Contains hexavalent chromium in a concentration greater than 0.1 percent by weight in any homogenous material; or

(ii) Requires the removal or reapplication of hexavalent chromium materials during subsequent sustainment phases of the deliverable or construction material.

(2) This prohibition does not apply to hexavalent chromium produced as a by-product of manufacturing processes.

(c) If authorization for incorporation of hexavalent chromium in a deliverable or construction material is required, the Contractor shall submit a request to the Contracting Officer.

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for commercial products or commercial services, that are for supplies, maintenance and repair services, or construction materials.

(End of clause)

252.225-7056 Prohibition Regarding Business Operations with the Maduro Regime. (Jan 2023)

PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023)

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

"Agency or instrumentality of the government of Venezuela" means an agency or instrumentality of a foreign state as defined in 28 U.S.C. 1603(b), with each reference in section 1603(b) to a foreign state deemed to be a reference to Venezuela.

"Business operations" means engaging in commerce in any form, including 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.

"Government of Venezuela" means the government of any political subdivision of Venezuela, and any agency or instrumentality of the government of Venezuela.

"Person" means-

(1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group;

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3)); and

(3) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraph (1) or (2) of this definition.

(b) *Prohibition*. In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), DoD is prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) The Contractor shall-

(1) Not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government; or

(2) Have a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial products.

(End of clause)

252.225-7060 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region. (Jun 2023)

PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION (JUN 2023)

(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 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)

252.232-7010 Levies on Contract Payments. (Dec 2006)

LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide-

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including-

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel. (Jan 2023)

PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JAN 2023)

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

"Detainee" means any person captured, detained, held, or otherwise under the effective control of DoD personnel (military or civilian) in connection with hostilities. This includes, but is not limited to, enemy prisoners of war, civilian internees, and retained personnel. This does not include DoD personnel or DoD contractor personnel being held for law enforcement purposes.

"Interrogation of detainees" means a systematic process of formally and officially questioning a detainee for the purpose of obtaining reliable information to satisfy foreign intelligence collection requirements.

(b) Contractor personnel shall not interrogate detainees.

(c) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial services, that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)

252.239-7010 Cloud Computing Services. (Jan 2023)

CLOUD COMPUTING SERVICES (JAN 2023)

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

"Authorizing official," as described in DoD Instruction 8510.01, Risk Management Framework (RMF) for DoD Information Technology (IT), means the senior Federal official or executive with the authority to formally assume responsibility for operating an information system at an acceptable level of risk to organizational operations (including mission, functions, image, or reputation), organizational assets, individuals, other organizations, and the Nation.

"Cloud computing" means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

"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.

"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.

"Government data" means any information, document, media, or machine readable material regardless of physical form or characteristics, that is created or obtained by the Government in the course of official Government business.

"Government-related data" means any information, document, media, or machine readable material regardless of physical form or characteristics that is created or obtained by a contractor through the storage, processing, or communication of Government data. This does not include contractor's business records e.g. financial records, legal records etc. or data such as operating procedures, software coding or algorithms that are not uniquely applied to the Government data.

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

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

"Spillage" security incident that results in the transfer of classified or controlled unclassified information onto an information system not accredited (i.e., authorized) for the appropriate security level.

(b) *Cloud computing security requirements*. The requirements of this clause are applicable when using cloud computing to provide information technology services in the performance of the contract.

(1) If the Contractor indicated in its offer that it "does not anticipate the use of cloud computing services in the performance of a resultant contract," in response to provision 252.239-7009, Representation of Use of Cloud Computing, and after the award of this contract, the Contractor proposes to use cloud computing services in the performance of the contract, the Contractor shall obtain approval from the Contracting Officer prior to utilizing cloud computing services in performance of the contract.

(2) The Contractor shall implement and maintain administrative, technical, and physical safeguards and controls with the security level and services required in accordance with the Cloud Computing Security Requirements Guide (SRG) (version in effect at the time the solicitation is issued or as authorized by the Contracting Officer) found at *https://public.cyber.mil/dccs/dccs-documents/*, unless notified by the Contracting Officer that this requirement has been waived by the DoD Chief Information Officer.

(3) The Contractor shall maintain within the United States or outlying areas all Government data that is not physically located on DoD premises, unless the Contractor receives written notification from the Contracting Officer to use another location, in accordance with DFARS 239.7602-2(a).

(c) *Limitations on access to, and use and disclosure of Government data and Government-related data.*

(1) The Contractor shall not access, use, or disclose Government data unless specifically authorized by the terms of this contract or a task order or delivery order issued hereunder.

(i) If authorized by the terms of this contract or a task order or delivery order issued hereunder, any access to, or use or disclosure of, Government data shall only be for purposes specified in this contract or task order or delivery order.

(ii) The Contractor shall ensure that its employees are subject to all such access, use, and disclosure prohibitions and obligations.

(iii) These access, use, and disclosure prohibitions and obligations shall survive the expiration or termination of this contract.

(2) The Contractor shall use Government-related data only to manage the operational environment that supports the Government data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer.

(d) *Cloud computing services cyber incident reporting*. The Contractor shall report all cyber incidents that are related to the cloud computing service provided under this contract. Reports shall be submitted to DoD via http://dibnet.dod.mil/.

(e) *Malicious software*. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(f) *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 the cyber incident report (see paragraph (d) 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.

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

(h) *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 (f) of this clause.

(i) *Records management and facility access.*

(1) The Contractor shall provide the Contracting Officer all Government data and Government-related data in the format specified in the contract.

(2) The Contractor shall dispose of Government data and Government-related data in accordance with the terms of the contract and provide the confirmation of disposition to the Contracting Officer in accordance with contract closeout procedures.

(3) The Contractor shall provide the Government, or its authorized representatives, access to all Government data and Government-related data, access to contractor personnel involved in performance of the contract, and physical access to any Contractor facility with Government data, for the purpose of audits, investigations, inspections, or other similar activities, as authorized by law or regulation.

(j) *Notification of third party access requests*. The Contractor shall notify the Contracting Officer promptly of any requests from a third party for access to Government data or Government-related data, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or local agency. The Contractor shall cooperate with the Contracting Officer to take all measures to protect Government data and Government-related data from any unauthorized disclosure.

(k) *Spillage*. Upon notification by the Government of a spillage, or upon the Contractor's discovery of a spillage, the Contractor shall cooperate with the Contracting Officer to address the spillage in compliance with agency procedures.

(l) *Subcontracts*. The Contractor shall include this clause, including this paragraph (l), in all subcontracts that involve or may involve cloud services, including subcontracts for commercial services.

(End of clause)

252.247-7023 Transportation of Supplies by Sea. (Oct 2024)

TRANSPORTATION OF SUPPLIES BY SEA-BASIC (OCT 2024)

(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) If the transportation of supplies by sea is anticipated under this contract, the Contractor shall-

(1) Notify the Contracting Officer and Maritime Administration (MARAD) at *Cargo.Marad@dot.gov*-

(i) Within 3 business days after contract award; or

(ii) Immediately prior to the shipment departure date necessary to meet delivery schedules, whichever is earlier; and

(2) Include in the notification-

(i) A statement of the Contractor's intent to transport supplies by sea;

(ii) The contract number; and

(iii) The task-order or delivery-order number, when applicable.

(c)(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.

(d) 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.

(e) 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 the 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(s) and required delivery date(s);

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(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.

(f) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and MARAD at *Cargo.Marad@dot.gov*, Attention: Military Team, 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.

(g) 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	____	____	____

(h) 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.

(i) If the Contractor did not anticipate transporting any supplies by sea at the time of contract award and, therefore, did not provide the notification required by paragraph (b) of this clause, but prior to shipment of supplies, the Contractor learns that supplies will be transported by sea, the Contractor shall-

(1) Provide the notification required by paragraph (b) of this clause to the Contracting Officer and MARAD as soon as it is known that supplies will be transported by sea; and

(2) Comply with all the terms and conditions of this clause.

(j) *Subcontracts*. In the award of subcontracts, for the types of supplies described in paragraph (c)(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 (j), 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 (f) of this clause, and this paragraph (j), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

List of Attachments

Number	Attachment Name	Attachment Description	Reference Identifier	Date	Line Item
01	Solicitation_HT942726RE0050001_Attachment_PWS_redlined_2026.06.22	Performance Work Statement		22 Jun 2026	
02	Solicitation_HT942726RE0050001_Attachment_Q-&-A_2026.06.18	Solicitation Questions & Answers		18 Jun 2026	

Representations, Certification, & Other Statements

FAR Clauses Incorporated by Full Text

52.204-8	**Annual Representations and Certifications. (DEVIATION 2025-O0003 and 2025-O0004)**	**(Mar 2025)**	**Deviation 2025-O0004**	**(Mar 2025)**

ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2025)(DEVIATION 2025-O0003 AND 2025-O0004)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is513210[insert NAICS code].

(2) The small business size standard is $47.0M[insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition-

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

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

(i) ☑ Paragraph (d) applies.

(ii) ☐ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

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

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) [Reserved]

(xv) [Reserved]

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) [Reserved]

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $50,000, the basic provision applies.

(B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.

(C) If the acquisition value is $100,000 or more but is less than $102,280, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[*Contracting Officer check as appropriate.*]

☐ (i) 52.204-17, Ownership or Control of Offeror.

☐ (ii) 52.204-20, Predecessor of Offeror.

☑ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

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

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

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

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

FAR Clause # Title Date Change

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

(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)

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

(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)

52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services. (DEVIATION 2025-O0003 and 2025-O0004) (Mar 2025) Deviation 2025-O0004 (Mar 2025)

OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2025) (DEVIATION 2025-O0003 AND 2025-O0004)

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

Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

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).

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

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

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended."Sensitive technology"-

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)).

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern-
(1) (i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that-

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern-

(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 size standards in this solicitation.

(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.

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern-

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

Women-owned small business concern means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.
(b) (1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____.

[*Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

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.

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

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that-

(i) It ☐ is, ☐ is not a small business concern; or

(ii) It ☐ is, ☐ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(2) *Veteran-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *SDVOSB concern*. [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision*.] The offeror represents that it ☐ is, ☐ is not an SDVOSB concern.

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program*. The offeror 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. [*Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision*.] [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(5) *Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1001.

(6) *Women-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(7) *WOSB joint venture eligible under the WOSB Program.* The offeror represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(8) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) *Women-owned business concern (other than small business concern*). [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it ☐ is a women-owned business concern.

(10) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(11) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents, as part of its offer, that-

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror 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 shall provide representation of its HUBZone status.
(d) [Reserved]

(e) *Certification Regarding Payments to Influence Federal Transactions (31 http://uscode.house.gov/ U.S.C. 1352)*. (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)
(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those 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".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
___	___	___
___	___	___
___	___	___

[*List as necessary*]

(3) Domestic end products containing a critical component:

Line Item No. ____

[*List as necessary*]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.
(g) (1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)
(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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

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

Line Item No.	Country of Origin
___	___
___	___
___	___

[*List as necessary*]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. 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".

Other Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
___	___	___
___	___	___
___	___	___

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. ____

[List as necessary]

(v) The Government will evaluate *offers* in accordance with the policies and procedures of FAR part 25.

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Israeli End Products:

Line Item No.
___
___
___

[*List as necessary*]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

(g)(1)(i)(B) The terms "Korean end product", "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(g)(1)(ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Korean End Products or Israeli End Products:

Line Item No.	Country of Origin
___	___
___	___
___	___

[*List as necessary*]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
___	___
___	___
___	___

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689*). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
(ii) *Examples*. (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
___	___
___	___

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

(i) ☐

(ii) ☐

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

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

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

(1) ☐ 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN) (* 26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: ____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR1.6049-4;

☐ Other ____.

(5) *Common parent*.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name ____.

TIN ____.

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
(n) Prohibition on Contracting with Inverted Domestic Corporations. (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation*. The Offeror represents that-

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

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.
(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran. (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(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 owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (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).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

(*Do not use a "doing business as" name*)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that-

(i) 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

(ii) 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.

(2) The Offeror represents that-

(i) 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

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____(or mark "Unknown").

Predecessor legal name:____.

(*Do not use a "doing business as" name*).

(s) [Reserved]

(t) [Reserved]

(u) (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation*. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that-

(i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Alternate III) (Feb 2026) Alternate III (Jan 2025)

Alternate III (JAN 2025). As prescribed in 25.601(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act".

Korean End Products or Israeli End Products:

Line Item No.	Country of origin
_____	___
___	___
___	___

[List as necessary]

52.229-11 Tax on Certain Foreign Procurements-Notice and Representation. (Jun 2020)

TAX ON CERTAIN FOREIGN PROCUREMENTS-NOTICE AND REPRESENTATION (JUN 2020)

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

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

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

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

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

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

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

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

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

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 ☐ a full exemption, or ☐ partial or no exemption [*Offeror must select one*] from the excise tax.

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

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

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

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

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

(End of provision)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038) (Feb 2026)

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

(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.

(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)

DFARS Clauses Incorporated by Full Text

252.203-7005 Representation Relating to Compensation of Former DoD Officials. (Sep 2022)

REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022)

(a) *Definition*. "Covered DoD official" is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the Offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the Offeror, and who are expected to undertake activities on behalf of the Offeror for any resulting contract, are presently in compliance with all applicable post-employment restrictions, including those contained in 18 U.S.C. 207, 41 U.S.C. 2101-2107, 5 CFR part 2641, section 1045 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), and Federal Acquisition Regulation 3.104-2.

(End of provision)

252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation. (May 2021)

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

252.204-7998 Alternate A, Annual Representations and Certifications. (DEVIATION 2026-O0043) (Feb 2026) **Alternate A (Feb 2026)**
Deviation 2026-O0043 (Feb 2026)

Alternate A, Annual Representations and Certifications (DEVIATION 2026-O0043)(FEB 2026)

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 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)

252.225-7055 Representation Regarding Business Operations with the Maduro Regime. (May 2022)

REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022)

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

"Agency or instrumentality of the government of Venezuela," "business operations," "government of Venezuela," and "person" have the meaning given in the clause 252.225-7056, Prohibition Regarding Business Operations with the Maduro Regime, of this solicitation.

(b) *Prohibition*. In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), DoD is prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) *Representation*. By submission of its offer, the Offeror represents that the Offeror is a person that-

(1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government; or

(2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(End of provision)

252.225-7059 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation. (Jun 2023)

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

(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)

252.239-7009 Representation of Use of Cloud Computing. (Sep 2015)

REPRESENTATION OF USE OF CLOUD COMPUTING (SEP 2015)

(a) *Definition*. "Cloud computing," as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

(b) The Offeror shall indicate by checking the appropriate blank in paragraph (c) of this provision whether the use of cloud computing is anticipated under the resultant contract.

(c) *Representation*. The Offeror represents that it-

☐ Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

Instructions, Conditions, & Notices to Offerors or Quoters

This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with the format in FAR subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested, and a written solicitation will not be issued. The solicitation number is HT942726RE005. The solicitation is issued as a Request for Proposal (RFP). Provisions and clauses in effect through Federal Acquisition Circular (FAC) 2026-01 are incorporated. It is the contractor's responsibility to be familiar with the applicable clauses and provisions. The clauses may be accessed in full text at these addresses: https://www.acquisition.gov/content/regulations. The NAICS code is 513210 (Software Publishers), with a small business size of $47.0M. This requirement is being solicited competitively as a 100% total small business set-aside in accordance with FAR 12, Acquisition of Commercial Products and Services and FAR 13, Simplified Acquisition Procedures.

The Defense Health Agency Contracting Activity (DHACA) is issuing this RFP on behalf of the Enterprise Information Technology (eIT) Project Management Office (eIT PMO). This requirement is for Electronic Common Technical Document (eCTD) Software License, Maintenance, Technical Support Services, and Training for eCTD Publishing and Reviewing Software Products and Modules.

The Defense Health Agency Contracting Activity (DHACA) has issued this Request for Proposal (RFP) on behalf of the Enterprise Information Technology (eIT) Project Management Office (eIT PMO). This requirement is for Electronic Common Technical Document (eCTD) Software License, Maintenance, Technical Support Services, and Training for eCTD Publishing and Reviewing Software Products and Modules.

This requirement is being solicited competitively as a 100% total small business set-aside in accordance with FAR 12, Acquisition of Commercial Products and Services and FAR 13, Simplified Acquisition Procedures. The Government intends to execute one Firm-Fixed-Price purchase order to procure software licenses, maintenance, technical support, and training.

Proposal Submission Instructions. Proposals are due no later than 04:00 PM Eastern Daylight Time, 08 July 2026. Proposals shall be submitted in accordance with the Instructions to Offerors. Proposals may be submitted as Microsoft Word, Microsoft Excel, or Adobe PDF attachments to toloria.s.duvall.civ@health.mil and kelly.r.green.civ@health.mil.

Offeror's proposals shall remain valid for a minimum of 90 days from the date of submission.

Questions concerning the RFP are due no later than 04:00 PM Easter Daylight Time, 11 June 2026. Questions will not be addressed after this cutoff date. Questions shall be submitted via email to toloria.s.duvall.civ@health.mil and kelly.r.green.civ@health.mil (Subject: HT942726RE005). Offerors shall submit one set of questions only; multiple submissions will not be accepted. An amendment to the RFP will be issued providing responses to the questions.

The Offeror shall provide:

Company Details.
-Complete company name and address
-Company Point of Contact (POC)
-Email
-Phone Number
-Unique Entity ID
-CAGE Code
-Place of Performance

Electronic Submission. Proposals shall be electronically submitted to the POC listed above. Submissions shall include two separate parts: Price proposal and Non-Price proposal. The Non-Price proposal shall be submitted in Microsoft Office Word document or in a searchable PDF format. The Price proposal shall be submitted in Microsoft Excel format (2000 or later). The firewall utilized by the Government contracting office does not authorize or accept zip files.

Page Limits. Non-Price proposals are limited to 20 single-sided pages. Pages should be numbered consecutively throughout the document and not by sections. For any sections of a proposal with a defined page limit, pages exceeding the specified limit will be removed and not forwarded for evaluation. The following sections are not subject to the 20-page limits listed above:

-Table of Contents
-Cover Page

Instructions to Offerors. This section specifies the format and content that Offerors shall use in this RFP. Offerors shall submit a proposal that is legible and comprehensive enough to provide the basis for a sound evaluation by the Government. Any proposal which does not provide, as a minimum, that which is required in the RFP may be determined to be substantially incomplete and not warrant any further consideration.

Formatting. Proposal content shall be no smaller than Times New Roman size 12 font with 1" margins. Exhibits, graphics, charts, captions, etc., shall be no smaller than size 10 font.

Non-Price Proposal Content Instructions. The Offeror's non-Price proposal shall clearly reflect how you propose to comply with the performance requirements identified in the Performance Work Statement (PWS) regardless of the Government's estimated effort. Your non-price proposal, including any supporting documentation, is to be clear and concise. Your proposal should address all of the evaluation criteria.

The Offeror's non-Price proposal shall contain the following:
Non-Price Factor 1 - Technical Approach
Non-Price Factor 2 - Experience
Non-Price Factor 3 - Management Approach
Non-Price Factor 4 - Past Performance

Other Administrative Instructions.

- The Offeror shall provide acknowledgement of any amendments.

- Contractors must be registered in the System for Award Management (SAM) database at time of award. Registration is free and can be completed on-line at https://sam.gov/. **After submission, validation and assignment of a CAGE code can take 7-10 business days under normal conditions. With preparation (Login.gov account, Unique Entity ID, IRS TIN/EIN, accurate business data), most organizations see active status in 2-3 weeks. Do not wait to start the SAM registration process. Renew or update SAM registration 60-90 days before expiration to maintain active status and eligibility for federal contracts**

and payments.

- The Offeror shall complete and submit FAR Provision 52.209-11 (Representation By Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law).

- The Offeror shall complete and submit FAR Provision 52.212-3 (Offeror Representations and Certifications-Commercial Products and Commercial Services. (DEVIATION 2025-O0003 and 2025-O0004)).

- The Offeror shall complete and submit FAR Provision 52.219-4 (Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Deviation 2026-O0038)).

- The Offeror shall complete and submit FAR Provision 52.225-4 (Buy American-Free Trade Agreements-Israeli Trade Act Certificate (Alternate III)).

- The Offeror shall complete and submit FAR Provision 52.229-11 (Tax on Certain Foreign Procurements-Notice and Representation).

- The Offeror shall complete and submit DFARS Provision 252.204-7017 (Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation).

- The Offeror shall complete and submit DFARS Provision 252.204-7998 (Alternate A, Annual Representations and Certifications. (DEVIATION 2026-O0043)).

- The Offeror shall complete and submit DFARS Provision 252.239-7009 (Representation of Use of Cloud Computing).

- The Offeror shall complete and submit the Cybersecurity Maturity Model Certification (CMMC) Level 1 self-assessment in support of CMMC Program requirements. Contractors must be registered in the Supplier Performance Risk System (SPRS) database and have a completed the CMMC Level 1 self-assessment at time of award. Registration is free and can be completed on-line at https://www.sprs.csd.disa.mil/. SPRS is not an assessment tool. It does not tell the Contractor what their score should be. It records what the Contractor has assessed and affirmed.

Step-by-Step: How to Submit to SPRS

NOTE: For this solicitation only CMMC Level 1 is required.

Step 1: Obtain System Access

Access SPRS at https://piee.eb.mil/. You will need a DoD-approved identity credential (CAC or DS Login) to access the system. **If your organization's representative does not have an active DS Login or CAC, establishing access can take several business days. Do not wait until you are ready to submit to start the access process.**

Step 2: Verify Your CAGE Code Registration

Your organization must have a registered CAGE code that is active in SAM.gov. The CAGE code links your SPRS submission to your organization's identity in the DoD contracting system. If you have multiple CAGE codes (for different locations or business units), all CAGE codes within your CMMC Assessment Boundary must be listed in the submission, plus your Highest-Level Owner (HLO) CAGE code.

Step 3: Conduct the Self-Assessment

Work through each applicable requirement (15 for Level 1, 110 for Level 2) and make an honest implementation determination for each one:

Met: The requirement is fully implemented and documented
Not Met: The requirement is not implemented
Not Applicable: The requirement does not apply to your environment (must be documented and justified)

Record your findings in a working document. For Level 2, calculate your weighted score as you go. Flag any requirements that are Not Met and determine which ones belong on your POA&M versus which ones you will remediate before submission.

Step 4: Build Your POA&M

For each Not Met requirement that qualifies for the POA&M (above the 88-point threshold, none of the prohibited controls), document:

-The requirement ID and description
-The specific gap (what is missing)
-Planned remediation action
-Estimated completion date
-Estimated cost
-Assigned responsible party

Your POA&M must be realistic. Assessment teams evaluate POA&M items for feasibility during C3PAO assessments. A POA&M with unrealistic timelines or missing cost estimates will generate findings.

Step 5: Enter the Score in SPRS

Log into SPRS and navigate to the self-assessment entry for your organization, and enter:

-Assessment date
-Your calculated score
-POA&M items and planned completion dates

For Level 2, SPRS will calculate your CMMC status (Conditional, Final, or No Status) based on the score and POA&M content you enter.

Step 6: Execute the Senior Official Affirmation

After entering the score, a senior official of your organization (typically the CEO, President, or equivalent authorized official) must affirm the accuracy of the submission. This affirmation is a legal attestation. The official is personally affirming that the self-assessment was conducted in accordance with the CMMC assessment methodology and that the score reflects the organization's actual compliance posture.

The affirmation must be renewed:

-Level 1: Annually
-Level 2 (self-assessment): With each annual re-assessment and whenever the status changes
-Level 2 (C3PAO): After the C3PAO assessment and annually thereafter

(End of Instructions, Conditions, & Notices to Offerors or Quoters)

FAR Clauses Incorporated by Full Text

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. (Jan 2017)

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

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

Internal confidentiality agreement or statement, subcontract, and subcontractor , are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) *Representation*. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

52.204-7 System for Award Management-Registration. (Deviation 2026-O0038) (Feb 2026)

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

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. As part of the SAM registration process, the Government collects information, as described in paragraphs (b) through (d) of this provision, that is necessary to identify the Offeror and for the Offeror to be awarded Federal Government contracts. To register in SAM, go to https://www.sam.gov. Allow for processing time when registering in SAM. If the Offeror is not registered in SAM, it should register immediately after receiving this solicitation.

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

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at the Federal Acquisition Regulation (FAR) 52.204-13, System for Award Management-Maintenance, of this solicitation.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer identification number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-13, System for Award Management-Maintenance, of this solicitation.

(b) *Identifiers*. The Offeror shall obtain and provide the following identifying information:

(1) *Unique entity identifier (UEI)*.

(i) The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go to https://www.sam.gov for instructions on obtaining a UEI.

(ii) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.

(2) *Taxpayer identification number (TIN)*.

(i) The Offeror shall provide its TIN or related information to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and implementing regulations issued by the IRS. The Offeror shall consent for TIN validation; and

(3) *Commercial and Government Entity (CAGE) code*.

(i) The Offeror shall provide a CAGE code and legal business name (Do not use a "doing business as" name) for-

(A) Itself;

(B) Its immediate owner(s), if any;

(C) Its highest-level owner, if any; and

(D) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

(ii) If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to https://cage.dla.mil/.

(iii) The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).

(iv) If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	**Then…**
Located in a country that is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located in a country that is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(c) *Representations and certifications*.

(1) The following FAR solicitation provisions contain entity-level representations and certifications that the Offeror shall submit as part of their Federal Government contracts registration in SAM:

Provision	**Title**	**Date**
52.204-5	Women-Owned Business (Other Than Small Business)	Oct 2014

52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation	Nov 2015
52.209-5	Certification Regarding Responsibility Matters	Aug 2020
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	Feb 2016
52.219-1	Small Business Program Representations	Feb 2024
52.219-1 Alt I	Small Business Program Representations, with its Alternate I	Feb 2024
52.219-1 Alt II	Small Business Program Representations, with its Alternate II	Mar 2023
52.226-2	Historically Black College or University and Minority Institution Representation	Oct 2014

(2) By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.

(d) *Other information*. The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts.

(End of provision)

52.212-1 Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Feb 2026)

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

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include-

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers*.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

52.214-34 Submission of Offers in the English Language. (Apr 1991)

SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 Submission of Offers in U.S. Currency. (Apr 1991)

SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (Deviation 2026-O0038) (Feb 2026)

NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FEB 2026) (DEVIATION 2026-O0038)

(a) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(b) *Waiver of evaluation preference*. A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.

☐ Offeror chooses to waive the evaluation preference.

(c) *Joint venture.* A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of provision)

DFARS Clauses Incorporated by Full Text

252.204-7024 Notice on the Use of the Supplier Performance Risk System. (Mar 2023)

NOTICE ON THE USE OF THE SUPPLIER PERFORMANCE RISK SYSTEM (MAR 2023)

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

"Item risk" means the probability that a product, based on intended use, will introduce performance risk resulting in safety issues, mission degradation, or monetary loss.

"Price risk" means a measure of whether a proposed price for a product or service is consistent with historical prices paid for that item or service.

"Supplier risk" means the probability that an award may subject the procurement to the risk of unsuccessful performance or to supply chain risk (see Defense Federal Acquisition Regulation Supplement 239.7301).

(b) The Supplier Performance Risk System (SPRS), available at *https://piee.eb.mil/*, will be used in the evaluation of the Quoter or Offeror's performance. SPRS retrieves item, price, quality, delivery, and contractor information on contracts from Government reporting systems in order to develop risk assessments.

(c) The Contracting Officer will consider SPRS risk assessments during the evaluation of quotations or offers received in response to this solicitation as follows:

(1) Item risk will be considered to determine whether the procurement represents a high performance risk to the Government.

(2) Price risk will be considered in determining if a proposed price is consistent with historical prices paid for a product or a service or otherwise creates a risk to the Government.

(3) Supplier risk, including but not limited to quality and delivery, will be considered to assess the risk of unsuccessful performance and supply chain risk.

(d) SPRS risk assessments are generated daily. Quoters or Offerors are able to access their risk assessments by following the access instructions in the SPRS user's guide available at *https://www.sprs.csd.disa.mil/reference.htm*. Quoters and Offerors are granted access to SPRS for their own risk assessment classifications only. SPRS reporting procedures and risk assessment methodology are detailed in the SPRS user's guide. The method to challenge a rating generated by SPRS is also provided in the user's guide. SPRS evaluation criteria are available at *https://www.sprs.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf*.

(e) The Contracting Officer may consider any other available and relevant information when evaluating a quotation or an offer.

(End of provision)

252.204-7025 Notice of Cybersecurity Maturity Model Certification Level Requirements. (Nov 2025)

NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) *Definitions*. As used in this provision, "controlled unclassified information (CUI)," "current," "Cybersecurity Maturity Model Certification (CMMC) status," "Cybersecurity Maturity Model Certification unique identifier (CMMC UID)," "Federal contract information (FCI)", and "plan of action and milestones" have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.

(b)(1) *Cybersecurity Maturity Model Certification (CMMC) level*. The CMMC level required by this solicitation is: CMMC Level 1 (Self) *[Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC)]*. This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

(2) The Offeror will not be eligible for award of a contract, task order, or delivery order resulting from this solicitation if the Offeror does not have, for each of the contractor information systems that will process, store, or transmit FCI or CUI and that will be used in performance of a contract resulting from this solicitation-

(i) The current CMMC status entered in the Supplier Performance Risk System (SPRS) (*https://piee.eb.mil*) at the CMMC level required by paragraph (b)(1) of this provision; and

(ii) A current affirmation of continuous compliance with the security requirements identified at 32 CFR part 170 in SPRS.

(c) *Plan of action and milestones*. If the Offeror has a CMMC Status of Conditional, the Offeror shall successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(d) *CMMC unique identifiers*. The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for each contractor information system that will process, store, or transmit FCI or CUI during performance of a contract, task order, or delivery order resulting from this solicitation. The Offeror also shall update the list when new CMMC UIDs are generated in SPRS. The CMMC UIDs are provided in SPRS after the Offeror enters the results of self-assessment(s) for each such information system.

(End of provision)

Evaluation Factors for Award

Non-Price Factor 1 - Technical Approach

Minimum technical requirements for this procurement include:

A written technical approach which effectively demonstrates the Offeror's clear understanding of the entire PWS, and all the tasks outlined in the PWS and how the Offeror's technical approach is likely to yield the required results within the required time frame. Additionally, the Offeror shall demonstrate the methodology and flexibility that will be used in accomplishing any resultant award.

In addition, the Government is establishing three "go, no-go" subfactors as part of technical approach. Offeror's proposal shall provide a software (SW) solution that meets the required SW requirements as outlined in PWS Part 7.

The eCTD software shall be capable of interfacing with OpenText Content Server 22.4 and current releases. The eCTD software must support Microsoft Windows Server 2019 R2 (64-bit) operating system and newer. This is a designated go, no-go requirement under RFP Technical Approach.
The eCTD software shall also meet U.S. Food & Drug Administration (FDA) 21 CFR Part 11 requirements. This is a designated go, no-go requirement under RFP Technical Approach.
The eCTD Software shall be able to be installed on-premise and in the cloud. This is a designated go, no-go requirement under RFP Technical Approach.

Offeror's proposal shall demonstrate their SW solution meets these go, no-go subfactors at time of proposal submission. Failure to demonstrate these subfactors will result in a non-responsive proposal and will be deemed deficient.

To the greatest extent possible, offeror's technical approach should address the SW solution's ability to provide the requested user software system requirements (PWS Attachment A). Any "gaps" should be addressed to the greatest extent possible.

Non-Price Factor 2 - Experience

The Offeror shall submit written information which effectively demonstrates the Offeror's relevant corporate experience (for this purpose experience refers to what an Offeror has done, not how well it was accomplished) identical to, similar to or related to the tasks performed within the PWS (most notably in the areas of SW installation, integration, and configuration).

Non-Price Factor 3 - Management Approach

The Offeror shall submit written information which effectively describes the Offeror's management approach that will lead to the successful accomplishment of the requirement. This includes chain of command practices which will contribute in a positive manner to ensuring completion of all objectives on schedule early enough to take necessary corrective actions, and flexibility in allocating resources based on Government priorities.

Non-Price Factor 4 - Past Performance

The Offeror shall submit at least one and no more than three past performance references for projects of similar scope, magnitude, and complexity to the requirement in this solicitation. For each project, the Offeror shall provide the following details:

1. Contract/Task Order Number: The contract/task order number for the project.
2. Customer name: The name of the government agency or commercial client.
3. Point of contact: Name, title, email, and current phone number of a person who can provide information on the project.
4. Project description: A concise summary of the services provided, including contract number and dollar value.
5. Relevance: A brief statement on how the referenced project is relevant to the current solicitation's requirements.
6. Performance dates: The performance dates of the project to include the Offerors ability to adhere to schedules and meet deadlines. If performance issues occurred explain how they were resolved to the client's satisfaction.

References must be for projects completed within the last three years. If an Offeror has no recent, relevant past performance, a statement to that effect shall be submitted. These Offerors will not be evaluated favorably or unfavorably on this factor. The Offeror's lack of past performance will be evaluated as an unknown/ neutral having no favorable or unfavorable impact on the evaluation and the Offeror will be found Acceptable for Past Performance.

In accordance with FAR 13.106-2(b)(3), the Government will also consider information from other sources, including references and other available government databases (e.g., Contractor Performance Assessment Reporting System (CPARS), System for Award Management (SAM) Responsibility /Qualification (formally the Federal Awardee Performance and Integrity Information System (FAPIIS), Supplier Performance Risk System (SPRS), Electronic Data Access (EDA), etc.) as part of the past performance evaluation.

Price.

- The Offeror shall provide pricing for all line items (including optional CLINs) and a total contract price (all line items). The Offeror's price proposal shall be in sufficient detail in order for the Government to determine prices as fair and reasonable. Offeror shall provide CLIN level pricing for CLINS listed on the RFP.

- The Offeror shall provide a separate supplemental price proposal, with Offeror's proposal submission, addressing detailed pricing for PWS Part 5 Tasks 1-3. If submitting labor categories as part of the price proposal, all labor category rates shall reflect a fully burdened rate. The Offeror's supplemental pricing shall include and point out any "discounts" offered to the Government (i.e., preferred pricing) if provided.

PROPOSAL EVALUATION: The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

EVALUATION CRITERIA - Best Value/Tradeoff

"BEST VALUE TRADEOFF" EVALUATION FACTORS FOR AWARD

a. Basis for Award: Award will be made on a competitive best value basis, using "best value tradeoff" among Price and non-Price factors. A best value tradeoff process will be utilized when the Government elects to award to other than the lowest priced offeror, or other than the offeror with the highest rated non-Price proposal. Past Performance will be evaluated independently from the other non-Price evaluation factors utilizing different standards. The non-Price evaluation factors numbered in descending order of importance are as follows:

(1) Technical Approach,

(2) Experience
(3) Management Approach
(4) Past Performance

Government evaluators will not assume that the offeror possesses any capability or knowledge unless it is specified in the proposal.

After each of the above non-cost/price factors is rated individually, an overall rating will be assigned collectively to these factors. If any of the above non-cost/price evaluation factors receives an individual rating of "Unacceptable", the collective overall rating will also be "Unacceptable". Only proposals receiving an overall rating of "Acceptable" or higher will be considered for award. In addition, cost/price proposals that are not found fair and/or reasonable will not be considered for award.

The non-cost/price factors are more important than cost/price.

As the collective non-cost/price factors begin to reach equality in the evaluation, cost/price becomes a more important factor in the tradeoff analysis. Cost/price will be evaluated separately from the above technical factors, for fairness and reasonability.

b. Non-Cost/Price Evaluation Criteria: The following criteria will be used to evaluate the non-cost/price aspects of the proposal.

(1) TECHNICAL APPROACH: The Offeror's technical approach will be evaluated for the degree to which the proposed approach effectively demonstrates the Offeror's clear understanding of the entire PWS, and all the tasks outlined in the PWS and how the Offeror's technical approach is likely to yield the required results within the required time frame. The technical approach will be evaluated for the degree to which the Offeror demonstrates the methodology and flexibility that will be used in accomplishing any resultant award.

In addition, the Offeror's proposal will be evaluated for the degree to which the Offeror demonstrates their SW solution meets the stated go, no-go subfactor requirements as follows at the time of proposal submission:

The eCTD software shall be capable of interfacing with OpenText Content Server 22.4 and current releases. The eCTD software must support Microsoft Windows Server 2019 R2 (64-bit) operating system and newer. This is a designated go, no-go requirement under RFP Technical Approach.
The eCTD software shall also meet U.S. Food & Drug Administration (FDA) 21 CFR Part 11 requirements. This is a designated go, no-go requirement under RFP Technical Approach.
The eCTD Software shall be able to be installed on-premise and in the cloud. This is a designated go, no-go requirement under RFP Technical Approach.

Failure to demonstrate these subfactors will result in a non-responsive proposal and will be deemed deficient.

Offeror's proposal will also be evaluated for the degree to which the proposed technical approach address the SW solution's ability to provide the requested user software system requirements (PWS Attachment A). The proposal will be evaluated for the degree to which any "gaps" are addressed to the greatest extent possible.

(2) EXPERIENCE: The Offeror's proposal will be evaluated for the degree to which the Offeror's proposal effectively demonstrates the Offeror's relevant corporate experience (for this purpose experience refers to what an Offeror has done, not how well it was accomplished) identical to, similar to, or related to the tasks performed within the PWS (most notably experience in the areas of SW installation, integration, and configuration).

(3) MANAGEMENT APPROACH: The Offeror's management approach will be evaluated for the degree to which the proposed approach demonstrates that the Offeror's management approach will lead to the successful accomplishment of the requirement. This includes chain of command practices which will contribute in a positive manner to ensuring completion of all objectives on schedule early enough to take necessary corrective actions, and flexibility in allocating resources based on Government priorities.

(4) PAST PERFORMANCE: The Government will conduct a past performance evaluation of the Offeror's past performance as well as that of its subcontractors. Past performance consists of past performance relevancy and performance confidence; thus, the Offeror will be assigned two ratings for past performance. First, the Government will evaluate the Offeror's past performance references to determine how relevant a recent effort is to the current requirement for source selection. Common aspects of relevance include similarity of service/support, complexity, magnitude of effort, dollar value, and contract type. Second, the Government will evaluate the Offeror's past performance references to determine the quality of work performed and assess the level of expectation that the Offeror can successfully perform the required effort.

c. Price: Price will be evaluated separately from past performance and other non-price factors and will be evaluated for fairness and reasonableness. The evaluated price will be evaluated for fairness and reasonableness in terms of:

Level of effort, in that the proposed labor mix and labor hours are based on reasonable assumptions.
Consistency with the technical approach, in that the prices are consistent with and reflect the proposed staffing requirement for the base and all option periods.
Fairness and reasonableness of proposed price(s). Price(s) that are unreasonable, not fully supported/substantiated, or both, may cause the overall technical evaluation to be adjusted in one or more of the non-price evaluation factors.
Evaluation of Extension of Services under FAR Clause 52.217-8: The Government will evaluate offers by establishing a Total Evaluated Price which will consist of the total price proposed for all base contract line items, option contract line items, and the amount associated with FAR 52.217-8. The amount evaluated under FAR 52.217-8 will be calculated using the rates proposed for the last option period, prorated six months. Evaluation of options shall not obligate the Government to exercise options. The Government reserves the right to award all, none or some of the option contract line items, or to shorten any option period of performance.

d. Rating Standards for the Non-Cost/Price Proposal

Rating Standards for the Non-Cost/Price Proposal (Excluding Past Performance)

Rating	Description

Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

Past Performance Relevancy Rating Standards for the Non-Cost/Price Proposal

Rating	Description

Very Relevant	Present/past performance effort involves/involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involves/involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involves/involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involves/involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Past Performance Confidence Assessments Standards for the Non-Cost/Price Proposal

Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available, or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

e. Best Value Tradeoff Evaluation Standard Definitions

Rating	The adjective/color descriptor assigned by the evaluators' to the non-Cost/Price Factors. It represents their conclusions as to the quality of the proposal, supported by narrative write-ups identifying the associated strengths, weaknesses, deficiencies, risks, and uncertainties. The strengths, weaknesses, etc., are the findings that support the rating adjective/color.

Strength	An aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.
Significant Strength	An aspect of an offeror's proposal that has appreciable merit or appreciably exceeds specified performance or capability requirements in a way that will be appreciably advantageous to the Government during contract performance.
Weakness	A flaw in the proposal that increases the risk of unsuccessful contract performance.
Significant Weakness	A flaw that appreciably increases the risk of unsuccessful contract performance.
Deficiency	A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

(End of Evaluation Factors for Award)

FAR Clauses Incorporated by Full Text

52.212-2 Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Feb 2026)

EVALUATION-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2026) (DEVIATION 2026-O0038)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

[Insert evaluation factors in the relative order of importance. For requests for proposals, state: Evaluation factors other than price when combined are [significantly more important than price/approximately equal to price/significantly less important] than price. For invitations for bids, list only price and price-related factors.]

Technical Approach

Experience

Management Approach

Past Performance

(b) *Options (if applicable)*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)