SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			SPMYM226Q7667	07 Jul 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Vera Anderson	385-591-2047	08 Jul 2026 12:00 PM

9. ISSUED BY CODE SPMYM2

DLA MARITIME - PUGET SOUND
CONTRACTING DIVISION (DLA-PME), 467 W STREET
BREMERTON, WA 98314-5000
UNITED STATES
Vera Anderson, Email: Vera.Anderson@dla.mil Telephone: 385-591-2047

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR:

☒ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 332996

SIZE STANDARD: 550

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

See Schedule

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

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

18a. PAYMENT WILL BE MADE BY CODE

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

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See Section G - Contract Administration Data

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)* 30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)* 31c. DATE SIGNED

Section A - Solicitation/Contract Form

PIPE, METALLIC 16NPS

Additional Regulation or Supplemental Clauses Incorporated by Full Text

A1 WAWF PAYMENT, Over $15,000.00 and all requirements with CDRLs (Nov 2025)

1. The Contractor's POC is
Phone:
Fax:
E-mail:

2. Buyer POC is Vera Anderson
Phone: 385-591-2047
Fax:
E-mail: Vera.Anderson@dla.mil

3. Invoice Information:

The contractor shall utilize the electronic invoicing upon delivery of supplies indicated herein. Invoice may be submitted not more than one every two weeks. Invoices must be submitted electronically using Wide Area Work Flow (WAWF) - Receipt and Acceptance. The contractor shall self-register at the web site: https://piee.eb.mil. Contractor training is available on the Internet at https://pieetraining.eb.mil/wbt/.

Additional support can be accessed by calling the NAVY WAWF Assistance Line: 1-800-756-4571.

See clause 252.232-7006 for WAWF table.

4. Inspection Level:

QA 4 - 7 days inspection

5. Defense Biometric Identification System (DBIDS):

Effective 14 August 2017, NCACS credentials will no longer be accepted for base access. Any new contractor, vendor or supplier requesting base access will be required to obtain a Defense Biometric Identification System (DBIDS) credential. NCACS credentials will no longer be issued. Only DBIDS credentials will be issued to ALL contractors, vendors and suppliers seeking base access AFTER 30 June 2017. Defense Biometric Identification System (DBIDS) increases installation security and communications by receiving frequent database updates on changes to personnel /credential status, law enforcement warrants, lost/stolen cards, and force protection conditions. The system provides continuous vetting anytime the DBIDS card is scanned at an installation entry point.

If you currently have a Navy Commercial Access Control System (NCACS) card, the following is required to get a DBIDS credential:

Present your NCACS Card and a completed copy of the SECNAV FORM 5512/1 to the base Visitor Control Center (VCC) representative.

The VCC will pull up your information in the computer, ensuring all information is current and correct.

Once your information is validated, a temporary DBIDS credential is provided.

Your temporary credential will have an expiration date, prior to which you will need to obtain your permanent DBIDS credential (~ 180 days).

For each additional U.S. Navy installation to which you need access, the first time you visit you only need to bring your DBIDS credential and statement of purpose for base access when arriving at the Visitor Control Center.

The representative will enter base access authorization and then you may proceed to work.

If you do NOT have an NCACS Card, the following is required to obtain a DBIDS credential:

Present a letter or official document from any government sponsoring organization that provides the purpose for your access.

Present valid identification, such as a passport or Real ID Act-compliant state driver's license.

Present a completed copy of the SECNAV 5512/1 form to obtain your background check.

Upon completion of the background check, the Visitor Control Center representative will complete the DBIDS enrollment process, which includes your photo, finger prints, base restrictions, and several other assessments; after all this is done, you will be provided with your new DBIDS credential.

All deliveries must pass through the base Truck Inspection Station. All delivery vehicles are subject to inspection. Drivers should expect delays due to

heightened security.

For access to the main, perimeter gates at any Navy Base Kitsap installation, contractors are required to be a US Citizen and have either:

(a) DBIDS badge or
(b) Request a One-day Visitor badge at Pass & ID. Be prepared to present:
-Photo ID
-Original proof of citizenship (any one of the following is acceptable):
State Certified Birth Certificate (must have the raised seal)
Unexpired U.S. passport/Passport Card
Alien Registration Card
State Issued ENHANCED Drivers License
Naturalization papers
Certificate/Statement of Birth Born Abroad)
-Current vehicle registration and insurance
-Bill of lading that has the delivery address on it

Please note: The DBIDS badge does not give access through the second, Operational Area (OA) gate to lower base Bangor or to the Controlled Industrial Area (CIA) at Puget Sound Naval Shipyard (PSNS). To gain access to either the OA Gate or CIA area, a Navy Region Bangor or NAVSEA Badge is required.

To request a NAVY REGION NW badge, https://www.bavr.cnic.navy.mil/. Sponsor email is trina.williamson@navy.mil

To request a NAVSEA badge, call PSNS Pass & ID 360-476-4882.

FOR MORE INFORMATION VISIT: https://www.cnic.navy.mil/om/dbids.html

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	PIPE, METALLIC 16NPS COPPER NICKEL PIPE, 16" OD X 1/4" WALL X 12', 70/30 CUNI, TY I (SEAMLESS) OR TY II (WELDED), CLASS 200 P/N: P7 DOC# 61319754 IS THE LEAD DOC OF 6131-9755, 9756 SHIP TO: PUGET SOUND DETACHMENT (N35620) NAVAL AIR STATION, NORTH ISLAND BLDG. 72 ROE STREET, CVN-71 PROJECT SAN DIEGO, CA 92135 ATTN: ROGER ANACLETO Manufacturer's Part Number: P7 Internal Number: PID# SPMYM2-26-SIMACQ-PSNS-260-0069 Pricing Arrangement: Firm Fixed Price	8	Foot		
0002	ELBOW 90DEG 16NPS 16" NPS 90 DEGREE PIPE ELBOW, LONG RAD, 70/30 CUNI, CL 200, .250" WALL P/N: 9L7BW DOC# 61319754 IS THE LEAD DOC OF 6131-9755, 9756 SHIP TO: PUGET SOUND DETACHMENT (N35620) NAVAL AIR STATION, NORTH ISLAND BLDG. 72 ROE STREET, CVN-71 PROJECT SAN DIEGO, CA 92135 ATTN: ROGER ANACLETO NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. Manufacturer's Part Number: 9L7BW Internal Number: PID# SPMYM2-26-SIMACQ-PSNS-260-0069 Pricing Arrangement: Firm Fixed Price	2	Each		
0003	ELBOW 45DEG 16NPS 16" NPS PIPE ELBOW 45 DEGREE, BUTT WELD, CLASS 200, 70 /30 CUNI P/N: 47BW DOC# 61319754 IS THE LEAD DOC OF 6131-9755, 9756 SHIP TO: PUGET SOUND DETACHMENT (N35620) NAVAL AIR STATION, NORTH ISLAND BLDG. 72 ROE STREET, CVN-71 PROJECT SAN DIEGO, CA 92135 ATTN: ROGER ANACLETO NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall	2	Each		

	provide DoD unique identification or a DoD recognized unique identification equivalent. Manufacturer's Part Number: 47BW Internal Number: PID# SPMYM2-26-SIMACQ-PSNS-260-0069 Pricing Arrangement: Firm Fixed Price				

Section C - Description/Specifications/Statement of Work

Requirements

PIPE, METALLIC 16NPS

Additional Regulation or Supplemental Clauses Incorporated by Full Text

DLAD Proc Note C03 Contractor Retention of Supply Chain Traceability Documentation (SEP 2016) (Sep 2025)

(1) By submitting a quotation or offer, the contractor agrees that, when the contractor is not the manufacturer of the item, it is confirming that it currently has or will obtain before delivery and shall retain documented evidence (supply chain traceability documentation) that the item is from the approved manufacturer and conforms to the technical requirements. The retention period is five years after final payment under this contract.
(2) At a minimum, the supply chain traceability documentation for the item shall include: basic item description, part number and/or national stock number, manufacturing source, manufacturing source's Commercial and Government Entity (CAGE) code, and clear identification of the name and location of all supply chain intermediaries between the manufacturer to the contractor to item(s) acceptance by the Government. The documentation should also include, where available, the manufacturer's batch identification for the item(s), such as date codes, lot codes, or serial numbers.
(3) Examples of acceptable supply chain traceability documentation can be found at: http://www.dla.mil/LandandMaritime/Business/Selling /Counterfeit-Detection-Avoidance-Program/
(4) The contractor shall immediately make available documentation upon request of the contracting officer. The contracting officer determines the acceptability and sufficiency of documentation. If the contractor fails to retain or provide the documentation or the contracting officer finds the documentation to be unacceptable, corrective action may be taken including, but not limited to, cancellation of undelivered orders or rejection of delivered supplies.

DLAD Proc Note C02 Manufacturing Phase -Out or Discontinuation of Production, Diminishing Sources, and Obsolete Materials or Components (DEC 2016) (Sep 2025)

The contractor shall notify the contracting officer immediately upon determining the unavailability of obsolete materials or components. The contractor may recommend a solution to include the impact on the contract price and delivery. The contractor shall not initiate any item redesign or incur any additional costs without the express, written authorization of the contracting officer. In the event that manufacturing phase-out or discontinuance of production of such items is contemplated, the contractor is required to notify the contracting officer and publish the discontinuance in the Government-Industry Data Exchange Program (GIDEP), where feasible; and to provide immediate advance notice of production phase-out to DLA DMSMS at dscc.dmsms@dla.mil.

Section D - Packaging and Marking

Additional Regulation or Supplemental Clauses Incorporated by Full Text

DLAD Proc Note C14 Repackaging or Relabeling to Correct Deficiencies (AUG 2017) (Sep 2025)

The Government may correct packaging or labeling deficiencies if the estimated costs of the corrections are $300 or less ($500 for C&T items). The contracting officer will advise the contractor of the discrepancy and that the Government has completed the repackaging or relabeling. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies.
If the estimated costs of repackaging or relabeling are more than $300 ($500 for C&T), the contracting officer may advise the contractor of the discrepancy and have the material returned to the contractor for correction/resubmittal; or, if there are urgent requirements, have the Government remediate the discrepancy at the contractor's expense. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies.

Section E - Inspection and Acceptance

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.246-2	Inspection of Supplies-Fixed-Price.	Aug 1996		

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: QA 4 - 7 days inspection DoDAAC: N4523A CountryCode: USA PUGET SOUND NAVAL SHIPYARD IMF MAINT FAC REC OFFICER BLDG 514, 1400 FARRAGUT AVE BREMERTON, WA 98314-5001 UNITED STATES RECEIVING OFFICIAL, REC INSPECT / ACCEPT Telephone: 360-476-7640
0002	Inspection and Acceptance Location Both Destination Instructions: QA 4 - 7 days inspection DoDAAC: N4523A CountryCode: USA PUGET SOUND NAVAL SHIPYARD IMF MAINT FAC REC OFFICER BLDG 514, 1400 FARRAGUT AVE BREMERTON, WA 98314-5001 UNITED STATES RECEIVING OFFICIAL, REC INSPECT / ACCEPT Telephone: 360-476-7640
0003	Inspection and Acceptance Location Both Destination Instructions: QA 4 - 7 days inspection DoDAAC: N4523A CountryCode: USA PUGET SOUND NAVAL SHIPYARD IMF MAINT FAC REC OFFICER BLDG 514, 1400 FARRAGUT AVE BREMERTON, WA 98314-5001 UNITED STATES RECEIVING OFFICIAL, REC INSPECT / ACCEPT Telephone: 360-476-7640

Section F - Deliveries or Performance

Overall Contract Delivery Period

Contractor
Destination

Line Item	Delivery Schedule	Quantity	Address and POC	Special Handling/Notes
0001	Delivery Requested By Delivery Date 20 Nov 2026	8 Foot	Ship To DoDAAC: N4523A CountryCode: USA PUGET SOUND NAVAL SHIPYARD IMF MAINT FAC REC OFFICER BLDG 514, 1400 FARRAGUT AVE BREMERTON, WA 98314-5001 UNITED STATES N4523A, REC POC Telephone: 360-476-7640	FoB Details Contractor Destination
0002	Delivery Requested By Delivery Date 20 Nov 2026	2 Each	Ship To DoDAAC: N4523A CountryCode: USA PUGET SOUND NAVAL SHIPYARD IMF MAINT FAC REC OFFICER BLDG 514, 1400 FARRAGUT AVE BREMERTON, WA 98314-5001 UNITED STATES N4523A, REC POC Telephone: 360-476-7640	FoB Details Contractor Destination
0003	Delivery Requested By Delivery Date 20 Nov 2026	2 Each	Ship To DoDAAC: N4523A CountryCode: USA PUGET SOUND NAVAL SHIPYARD IMF MAINT FAC REC OFFICER BLDG 514, 1400 FARRAGUT AVE BREMERTON, WA 98314-5001 UNITED STATES N4523A, REC POC Telephone: 360-476-7640	FoB Details Contractor Destination

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.242-15	Stop-Work Order.	Aug 1989		
52.242-17	Government Delay of Work.	Apr 1984		
52.247-34	F.o.b. Destination.	Jan 1991		

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		

DFARS Clauses Incorporated by Full Text

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.

COMBO

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

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

(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	N50082
Issue By DoDAAC	SPMYM2
Admin DoDAAC	SPMYM2
Inspect By DoDAAC	N4523A
Ship To Code	N4523A
Ship From Code	TBD
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N4523A
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.

askaccountspayable@us.navy.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)

Section H - Special Contract Requirements

Section I - Contract Clauses

5452.233-9001 Disputes - Agreement to Use Alternative Dispute Resolution (ADR).

As prescribed in 33.21433.214 Alternative dispute resolution (ADR)., insert the following provision:

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

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

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

(c) If you wish to opt out of this clause, check here [ ]. Alternate wording may be negotiated with the contracting officer.

(End of Provision)

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	May 2014		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	May 2014		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.204-21	Basic Safeguarding of Covered Contractor Information Systems.	Nov 2021		
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities.	Dec 2023		
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021		
52.204-27	Prohibition on a ByteDance Covered Application.	Jun 2023		
52.204-30	Federal Acquisition Supply Chain Security Act Orders-Prohibition.	Dec 2023		
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		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.215-8	Order of Precedence-Uniform Contract Format. (Deviation 2026-O0038)	Feb 2026		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	Feb 2026		
52.222-3	Convict Labor. (Deviation 2026-O0038)	Feb 2026		
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	Mar 2026		
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment. (Deviation 2026-O0038)	Feb 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	Apr 2026		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	Feb 2026		
52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act. (Deviation 2026-O0038)	Feb 2026		
52.225-13	Restrictions on Certain Foreign Purchases.	Feb 2021		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.229-1	State and Local Taxes.	Apr 1984		

52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	Feb 2021
52.232-17	Interest.	May 2014
52.232-24	Prohibition of Assignment of Claims.	May 2014
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038)	Feb 2026
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form).	Apr 1984

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.203-7003	Agency Office of the Inspector General.	Aug 2019		
252.204-7000	Disclosure of Information.	Oct 2016		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	May 2024	Deviation 2024-O0013	May 2024
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.204-7022	Expediting Contract Closeout.	May 2021		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7001	Buy American and Balance of Payments Program.	Feb 2024		
252.225-7002	Qualifying Country Sources as Subcontractors.	Mar 2022		
252.225-7041	Correspondence in English.	Jun 1997		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

52.211-16 Variation in Quantity. (Apr 1984)

VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

10 Percent increase [*Contracting Officer insert percentage*]

10 Percent decrease [*Contracting Officer insert percentage*]

This increase or decrease shall apply to ____.*

* Contracting Officer shall insert in the blank the designation(s) to which the percentages apply, such as-

(1) The total contract quantity;

(2) Item1 only;

(3) Each quantity specified in the delivery schedule;

(4) The total item quantity for each destination; or

(5) The total quantity of each item without regard to destination.

(End of clause)

Contract Terms and Conditions Required to Implement Statutes or

52.212-5 Executive Orders - Commercial Products and Commercial Services. (Mar 2025) Deviation 2025-O0004 (Mar 2025) (DEVIATION 2025-O0003 and 2025-O0004)

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)

52.223-11 Ozone-Depleting Substances. (Deviation 2026-O0038) (Feb 2026)

OZONE-DEPLETING SUBSTANCES (FEB 2026) (DEVIATION 2026-O0038)

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

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

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

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) Requirement. In accordance with 40 CFR 82.84(a)(5), the Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

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

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

(End of clause)

52.252-2 Clauses Incorporated by Reference. (Feb 1998)

CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisition.gov/browse/index/far/ ____ http://www.acq.osd.mil/dpap/dars/dfarspgi/current/ [Insert one or more Internet addresses]

(End of clause)

52.252-6 Authorized Deviations in Clauses. (Nov 2020)

AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any ____[insert regulation name] (48 CFR ____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

252.211-7003 Item Unique Identification and Valuation. (Jan 2023)

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

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

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means-

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

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

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

" Enterprise " means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

" Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Government's unit acquisition cost" means-

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

" Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

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

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) *Unique item identifier.*

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

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description
CLIN 0001	____
CLIN 0002	____
CLIN 0003	____

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description
CLIN 0001	Exempted by Military Service. Supplier should check IUID exemption box in WAWF.
CLIN 0002	Exempted by Military Service. Supplier should check IUID exemption box in WAWF.
CLIN 0003	Exempted by Military Service. Supplier should check IUID exemption box in WAWF.

(If items are identified in the Schedule, insert "See Schedule in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ____.

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

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

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

(4) *Data syntax and semantics of unique item identifiers.* The Contractor shall ensure that-

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology - Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) *Unique item identifier*.

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code-

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item

identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

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

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

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

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

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

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

(g) *Subcontracts*. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

(End of clause)

252.225-7013 Duty-Free Entry. (Aug 2025)

DUTY-FREE ENTRY (AUG 2025)

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

"Component," means any item supplied to the Government as part of an end product or of another component.

"Customs territory of the United States" means the 50 States, the District of Columbia, and Puerto Rico.

"Eligible product" means-

(1) "Designated country end product," as defined in the Trade Agreements (either basic or alternate) clause of this contract;

(2) "Free Trade Agreement country end product," other than a "Bahraini end product," a "Moroccan end product," a Panamanian end product," or a "Peruvian end product," as defined in the Buy American-Free Trade Agreements-Balance of Payments Program (either basic or alternate II) clause of this contract, basic or its Alternate II; or

(3) "Free Trade Agreement country end product" other than a "Bahraini end product," "Korean end product," "Moroccan end product," "Panamanian end product," or "Peruvian end product," as defined in of the Buy American-Free Trade Agreements-Balance of Payments Program (either alternate IV or alternate V) clause of this contract.

"Qualifying country" and "qualifying country end product" have the meanings given in the Trade Agreements clause, the Buy American and Balance of Payments Program clause, or the Buy American-Free Trade Agreements-Balance of Payments Program clause of this contract, basic or alternate.

(b) Except as provided in paragraph (i) of this clause, or unless supplies were imported into the customs territory of the United States before the date of this contract or the applicable subcontract, the price of this contract shall not include any amount for duty on-

(1) End items that are eligible products or qualifying country end products;

(2) Components (including, without limitation, raw materials and intermediate assemblies) produced or made in qualifying countries, that are to be incorporated in U.S.- made end products to be delivered under this contract; or

(3) Other supplies for which the Contractor estimates that duty will exceed $300 per shipment into the customs territory of the United States .

(c) The Contractor shall-

(1) Claim duty-free entry only for supplies that the Contractor intends to deliver to the Government under this contract, either as end items or components of end items; and

(2) Pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use, other than-

(i) Scrap or salvage; or

(ii) Competitive sale made, directed, or authorized by the Contracting Officer.

(d) Except as the Contractor may otherwise agree, the Government will execute duty-free entry certificates and will afford such assistance as appropriate to obtain the duty-free entry of supplies-

(1) For which no duty is included in the contract price in accordance with paragraph (b) of this clause; and

(2) For which shipping documents bear the notation specified in paragraph (e) of this clause.

(e) For foreign supplies for which the Government will issue duty-free entry certificates in accordance with this clause, shipping documents submitted to Customs shall-

(1) Consign the shipments to the appropriate-

(i) Military department in care of the Contractor, including the Contractor's delivery address; or

(ii) Military installation; and

(2) Include the following information:

(i) Prime contract number and, if applicable, delivery order number.

(ii) Number of the subcontract for foreign supplies, if applicable.

(iii) Identification of the carrier.

(iv)(A) For direct shipments to a U.S. military installation, the notation: "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR Part 142 and notify Defense Contract Management Agency (DCMA) St. Louis, St. Louis, MO, ATTN: Duty Free Entry Team, 1222 Spruce Street, Room 9.300, St. Louis, MO 63103-2812, for execution of Customs Form 7501, 7501A, or 7506 and any required duty-free entry certificates."

(B) If the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to include the name and address of the contractor, agent, or broker who will notify DCMA St. Louis, Duty Free Entry Team, for execution of the duty-free entry certificate. (If the shipment will be consigned to a contractor's plant and no duty-free entry certificate is required due to a trade agreement, the Contractor shall claim duty-free entry under the applicable trade agreement and shall comply with the U.S. Customs Service requirements. No notification to DCMA St. Louis, Duty Free Entry Team, is required.)

(v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight).

(vi) Estimated value in U.S. dollars.

(vii) Activity address number of the contract administration office administering the prime contract, e.g., for DCMA Dayton, S3605A.

(f) *Preparation of customs forms.*

(1)(i) Except for shipments consigned to a military installation, the Contractor shall-

(A) Prepare any customs forms required for the entry of foreign supplies into the customs territory of the United States in connection with this contract; and

(B) Submit the completed customs forms to the District Director of Customs, with a copy to DCMA St. Louis , Duty Free Entry Team for execution of any required duty-free entry certificates.

(ii) Shipments consigned directly to a military installation will be released in accordance with sections 10.101 and 10.102 of the U.S. Customs regulations.

(2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.

(g) The Contractor shall-

(1) Prepare (if the Contractor is a foreign supplier), or shall instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;

(2) Consign the shipment as specified in paragraph (e) of this clause; and

(3) Mark on the exterior of all packages--

(i) "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE"; and

(ii) The activity address number of the contract administration office administering the prime contract.

(h) The Contractor shall notify the Administrative Contracting Officer (ACO) in writing of any purchase of eligible products or qualifying country supplies to be accorded duty-free entry, that are to be imported into the customs territory of the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The Contractor shall furnish the notice to the ACO immediately upon award to the supplier and shall include in the notice-

(1) The Contractor's name, address, and Commercial and Government Entity (CAGE) code;

(2) Prime contract number and, if applicable, delivery order number;

(3) Total dollar value of the prime contract or delivery order;

(4) Date of the last scheduled delivery under the prime contract or delivery order;

(5) Foreign supplier's name and address;

(6) Number of the subcontract for foreign supplies;

(7) Total dollar value of the subcontract for foreign supplies;

(8) Date of the last scheduled delivery under the subcontract for foreign supplies;

(9) List of items purchased;

(10) An agreement that the Contractor will pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use other than-

(i) Scrap or salvage; or

(ii) Competitive sale made, directed, or authorized by the Contracting Officer;

(11) Country of origin; and

(12) Scheduled delivery date(s).

(i) This clause does not apply to purchases of eligible products or qualifying country supplies in connection with this contract if-

(1) The supplies are identical in nature to supplies purchased by the Contractor or any subcontractor in connection with its commercial business; and

(2) It is not economical or feasible to account for such supplies so as to ensure that the amount of the supplies for which duty-free entry is claimed does not exceed the amount purchased in connection with this contract.

(j) The Contractor shall-

(1) Insert the substance of this clause, including this paragraph (j), in all subcontracts for-

(i) Qualifying country components; or

(ii) Nonqualifying country components for which the Contractor estimates that duty will exceed $200 per unit;

(2) Require subcontractors to include the number of this contract on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause; and

(3) Include in applicable subcontracts-

(i) The name and address of the ACO for this contract;

(ii) The name, address, and activity address number of the contract administration office specified in this contract; and

(iii) The information required by paragraphs (h)(1), (2), and (3) of this clause.

(End of clause)

Section J - List of Attachments

Section K - Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan-Certification.	Aug 2009		
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications.	Jun 2020		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		

FAR Clauses Incorporated by Full Text

52.204-8 Annual Representations and Certifications. (Oct 2025)

ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2025)

(a)
(1) The North American Industry Classification System (NAICS) code for this acquisition is____[insert NAICS code].

(2) The small business size standard is ____[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 $200,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of 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) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the provision at 52.204-7.

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, 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)

52.204-20 Predecessor of Offeror. (Aug 2020)

PREDECESSOR OF OFFEROR (AUG 2020)

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

Commercial and Government Entity (CAGE) 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; or

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

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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.

(b) 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.

(c) If the Offeror has indicated "is" in paragraph (b) 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*).

(End of provision)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021)

REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

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

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

(b) *Prohibition*.

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

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to-

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

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

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

(d) *Representation.* The Offeror represents that-

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment-

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

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

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

(ii) For covered services-

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

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

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

(i) For covered equipment-

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

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

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

(ii) For covered services-

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

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

(End of provision)

52.204-26 Covered Telecommunications Equipment or Services-Representation. (Oct 2020)

COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c)
(1) *Representation.* The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation. (Deviation 2026-O0038) (Feb 2026)

PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) *Representation*. The Offeror represents that-

(1) It ☐ is, ☐ is not an inverted domestic corporation; and

(2) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Deviation 2026-O0038) (Feb 2026)

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)

52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Deviation 2026-O0038) (Feb 2026)

BUY AMERICAN-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT CERTIFICATE (FEB 2026) (DEVIATION 2026-O0038)

(a)
(1) The Offeror certifies that each end product, except those listed in paragraph (b) or (c)(1) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(2) of this provision contains a critical component.

(2) 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."

(b) 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*]

(c)
(1) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." Other Foreign End Products:

Line Item No.	Country of origin
_____	_____

____	____
____	____

[*List as necessary*]

(2) 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*]

(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

(End of provision)

52.225-18 Place of Manufacture. (Aug 2018)

PLACE OF MANUFACTURE (AUG 2018)

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

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

(1) FPSC 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.

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

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

(2) ☐ Outside the United States.

(End of provision)

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)

DFARS Clauses Incorporated by Full Text

252.204-7016 Covered Defense Telecommunications Equipment or Services-Representation. (Dec 2019)

COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)

(a) *Definitions*. As used in this provision, "covered defense telecommunications equipment or services" has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

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

(c) *Representation*. The Offeror represents that it ☐ does, ☐ does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(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)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

DLAD Proc Note C04 Unused Former Government Surplus Property (DEC 2016) (Sep 2025)

To be considered for award, the offeror must complete and submit the following representation with their offer. Additional supporting documentation to demonstrate the surplus material offered was previously owned by the Government and meets solicitation requirements must be provided within 24 hours of request by the contracting officer.

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety.
Yes __ No __
The material conforms to the technical requirements cited in the solicitation (e.g., Commercial and Government Entity (CAGE) Code and part number, specification, etc.). Yes __ No __
The material conforms to the revision letter/number, if any is cited. Yes __ No __ Unknown __ If No, the revision does not affect form, fit, function, or interface. Yes__ No __ Unknown __ The material was manufactured by:
(Name): _____
(Address): ____ _
(2) The offeror currently possesses the material Yes __ No __
If yes, the offeror purchased the material from a Government selling agency or other source.
Yes __ No __ If yes, provide the following:
Government Selling Agency: ____
Contract Number: _____
Contract Date: (Month, Year): _____ _
Other Source: ____
Address: _____
Date Acquired: (Month/Year) _____
(3) The material has been altered or modified. Yes __ No __
If Yes, the offeror must provide the name of the company that performed the alteration or modification and attach or forward to the contracting officer a complete description of the alterations or modifications.
(4) The material has been reconditioned. Yes __ No __
If Yes, (i) the price offered includes the cost of reconditioning /refurbishment. Yes __ No __; and (ii) the offeror must provide information on the company that reconditioned the material with the certifications and attach or forward to the contracting officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard. The material contains cure-dated components. Yes __ No __
If Yes, (i) the price includes replacement of cure-dated components. Yes __ No __; and (ii) provide cure date to the contracting officer.
(5) The material has data plates attached. Yes __ No __
If Yes, the offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the contracting officer. ____ _
(6) The offered material is in its original package. Yes __ No __
If yes, the offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the contracting officer a copy or facsimile of original package markings:
Contract Number _____ _
NSN____ _
CAGE Code____
Part Number _____
Other Markings/Data_____ _
(7) The offeror has supplied this same material (National Stock Number) to the Government before.
Yes __ No __

Section L - Instructions, Conditions, & Notices to Offerors or Quoters

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Jan 2017		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	Feb 2026		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.214-12	Preparation of Bids.	Apr 1984		
52.214-34	Submission of Offers in the English Language.	Apr 1991		
52.214-35	Submission of Offers in U.S. Currency.	Apr 1991		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		

FAR Clauses Incorporated by Full Text

52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use. (Apr 2008)

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

Any contract awarded as a result of this solicitation will be ☐ DX rated order; ☐ DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR700), and the Contractor will be required to follow all of the requirements of this regulation. [*Contracting Officer check appropriate box*.]

(End of provision)

52.252-1 Solicitation Provisions Incorporated by Reference. (Feb 1998)

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

https://www.acquisition.gov/browse/index/far/ ____http://www.acq.osd.mil/dpap/dars/dfarspgi/current/ [Insert one or more Internet addresses]

(End of provision)

52.252-5 Authorized Deviations in Provisions. (Nov 2020)

AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any ____[insert regulation name](48 CFR Chapter____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section M - 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

PRICE

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)