SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER	PAGE 1 OF
	144

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W31P4Q26RA0020001	31 JUL 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	STEPHANIE LAMBERT	(520) 674-8075	18 SEP 2026 05:00 PM

9. ISSUED BY CODE W31P4Q

W6QK ACC-RSA
AMCOM CONTRACTING CENTER MISSLE, REDSTONE ARSENAL AL 35898-5090
REDSTONE ARSENAL, AL 35898-5090
UNITED STATES
STEPHANIE LAMBERT, EMAIL: STEPHANIE.L.LAMBERT14.CIV@ARMY.MIL

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): 541614

SIZE STANDARD: USD 20,000,000.00

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	13b. RATING DO-A2
☐ SEE SCHEDULE		☒	14. METHOD OF SOLICITATION: ☐ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☒ REQUEST FOR PROPOSAL (RFP)

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

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
TELEPHONE NUMBER				

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

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

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

25. ACCOUNTING AND APPROPRIATION DATA
SEE CONTINUATION

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:

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

Solicitation/Contract Form Continuation

Instrument Name: SUPPLY CHAIN OPTIMIZATION SUPPORT (SCOS)

Product Service Code : R706

Combined Synopsis/Solicitation Preamble

(i) This is a combined synopsis/solicitation for commercial services prepared in accordance with the format in FAR Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.

(ii) The solicitation number is W31P4Q-26-R-A002 and is issued as a Request for Proposal (RFP).

(iii) The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Regulation.

(iv) Set-Aside Status: 100% Small Business Set-Aside - SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) . NAICS Code: 541614 Process, Physical Distribution, and Logistics Consulting Services.

(v) Line Items:

- CLIN 0001: Transition-In - Firm-Fixed-Price (FFP) 12 Months
- CLIN 1001: SCOS SCA Exempt Labor Missiles - FFP 12 Months.
- CLIN 1002: SCOS SCA Exempt Labor Overtime Missiles - FFP 12 Months
- CLIN 1003: SCOS SCA Labor Missiles - FFP 12 Months
- CLIN 1004: SCOS SCA Labor Overtime Missiles - FFP 12 Months
- CLIN 1005: Material AWFC Missiles - FFP Not-to-Exceed (NTE) 12 Months
- CLIN 1006: Travel - Missiles - FFP NTE
- CLIN 1007: Other Direct Costs (ODCs) Missiles - FFP NTE
- CLIN 1009: SCOS SCA Exempt Labor Aviation - FFP 12 Months.
- CLIN 1010: SCOS SCA Exempt Labor Overtime Aviation - FFP 12 Months
- CLIN 1011: SCOS SCA Labor Aviation - FFP 12 Months
- CLIN 1012: SCOS SCA Labor Overtime Aviation - FFP 12 Months
- CLIN 1013: Material AWFC Aviation - FFP 12 Months
- CLIN 1014: Travel Aviation - FFP NTE
- CLIN 1015: Other Direct Costs (ODCs) Aviation - FFP NTE
- CLINs 2001 - 6016: Option Years 1 through 4.

(vi) Description of Requirements: The Contractor shall provide logistical management, supply chain analysis, and personnel to support aircraft and missile systems in accordance with the attached Performance Work Statement (PWS).

*** END OF NARRATIVE ***

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Transition-In Activities Product Service Code: R706 North American Industry Classification System (NAICS): 541614 Pricing Arrangement: Firm Fixed Price	1	Lot		
1001	SCOS SCA EXEMPT LABOR - MISSILES Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
1002	SCOS SCA EXEMPT LABOR MISSILES OVERTIME Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
1003	SCOS LABOR - MISSILES Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		

1004	SCOS SCA LABOR OVERTIME MISSILES Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
1005	MATERIAL MISSILES Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
1006	MISSILES TRAVEL Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
1007	OTHER DIRECT COSTS MISSILES Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
1009	SCOS SCA EXEMPT LABOR - AVIATION Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
1010		1	Lot		

	SCOS SCA EXEMPT LABOR AVIATION OVERTIME Product Service Code: R706 Pricing Arrangement: Firm Fixed Price				
1011	SCOS LABOR - AVIATION Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
1012	SCOS SCA LABOR OVERTIME AVIATION Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
1013	MATERIAL AVIATION Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
1014	AVIATION TRAVEL Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
1015	OTHER DIRECT COSTS AVIATION	1	Lot		

	Product Service Code: R706 Pricing Arrangement: Firm Fixed Price				
Option Line Item 2001	SCOS SCA EXEMPT LABOR - MISSILES Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 2002	SCOS SCA EXEMPT LABOR MISSILES OVERTIME Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 2003	SCOS LABOR - MISSILES Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 2004	SCOS SCA LABOR OVERTIME MISSILES Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line	MATERIAL MISSILES Product Service Code: R706	1	Lot		

Item 2005	Pricing Arrangement: Firm Fixed Price				
Option Line Item 2006	MISSILES TRAVEL Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 2007	OTHER DIRECT COSTS MISSILES Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 2009	SCOS SCA EXEMPT LABOR - AVIATION Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 2010	SCOS SCA EXEMPT LABOR AVIATION OVERTIME Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 2011	SCOS LABOR - AVIATION Product Service Code: R706	1	Lot		

	Pricing Arrangement: Firm Fixed Price				
Option Line Item 2012	SCOS SCA LABOR OVERTIME AVIATION Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 2013	MATERIAL AVIATION Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 2014	AVIATION TRAVEL Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 2015	OTHER DIRECT COSTS AVIATION Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 3001	SCOS SCA EXEMPT LABOR - MISSILES Product Service Code: R706	1	Lot		

	Pricing Arrangement: Firm Fixed Price				
Option Line Item 3002	SCOS SCA EXEMPT LABOR MISSILES OVERTIME Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 3003	SCOS LABOR - MISSILES Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 3004	SCOS SCA LABOR OVERTIME MISSILES Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 3005	MATERIAL MISSILES Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 3006	MISSILES TRAVEL Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		

Option Line Item 3007	OTHER DIRECT COSTS MISSILES Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 3009	SCOS SCA EXEMPT LABOR - AVIATION Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 3010	SCOS SCA EXEMPT LABOR AVIATION OVERTIME Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 3011	SCOS LABOR - AVIATION Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 3012	SCOS SCA LABOR OVERTIME AVIATION Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		

Option Line Item 3013	MATERIAL AVIATION Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 3014	AVIATION TRAVEL Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 3015	OTHER DIRECT COSTS AVIATION Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 4001	SCOS SCA EXEMPT LABOR - MISSILES Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 4002	SCOS SCA EXEMPT LABOR MISSILES OVERTIME Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		

Option Line Item 4003	SCOS LABOR - MISSILES Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 4004	SCOS SCA LABOR OVERTIME MISSILES Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 4005	MATERIAL MISSILES Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 4006	MISSILES TRAVEL Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 4007	OTHER DIRECT COSTS MISSILES Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line	SCOS SCA EXEMPT LABOR - AVIATION	1	Lot		

Item 4009	Product Service Code: R706 Pricing Arrangement: Firm Fixed Price				
Option Line Item 4010	SCOS SCA EXEMPT LABOR AVIATION OVERTIME Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 4011	SCOS LABOR - AVIATION Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 4012	SCOS SCA LABOR OVERTIME AVIATION Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 4013	MATERIAL AVIATION Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item	AVIATION TRAVEL Product Service Code: R706	1	Lot		

4014	Pricing Arrangement: Firm Fixed Price				
Option Line Item 4015	OTHER DIRECT COSTS AVIATION Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 5001	SCOS SCA EXEMPT LABOR - MISSILES Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 5002	SCOS SCA EXEMPT LABOR MISSILES OVERTIME Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 5003	SCOS LABOR - MISSILES Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 5004	SCOS SCA LABOR OVERTIME MISSILES Product Service Code: R706	1	Lot		

	Pricing Arrangement: Firm Fixed Price				
Option Line Item 5005	MATERIAL MISSILES Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 5006	MISSILES TRAVEL Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 5007	OTHER DIRECT COSTS MISSILES Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 5009	SCOS SCA EXEMPT LABOR - AVIATION Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 5010	SCOS SCA EXEMPT LABOR AVIATION OVERTIME Product Service Code: R706	1	Lot		

	Pricing Arrangement: Firm Fixed Price				
Option Line Item 5011	SCOS LABOR - AVIATION Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 5012	SCOS SCA LABOR OVERTIME AVIATION Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 5013	MATERIAL AVIATION Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 5014	AVIATION TRAVEL Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 5015	OTHER DIRECT COSTS AVIATION Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		

Option Line Item 5016	Transition-Out Activities Product Service Code: R706 North American Industry Classification System (NAICS): 541614 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 6001	SCOS SCA EXEMPT LABOR - MISSILES Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 6002	SCOS SCA EXEMPT LABOR MISSILES OVERTIME Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 6003	SCOS LABOR - MISSILES Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 6004	SCOS SCA LABOR OVERTIME MISSILES Product Service Code: R706	1	Lot		

	Pricing Arrangement: Firm Fixed Price				
Option Line Item 6005	MATERIAL MISSILES Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 6006	MISSILES TRAVEL Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 6007	OTHER DIRECT COSTS MISSILES Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 6009	SCOS SCA EXEMPT LABOR - AVIATION Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 6010	SCOS SCA EXEMPT LABOR AVIATION OVERTIME Product Service Code: R706	1	Lot		

	Pricing Arrangement: Firm Fixed Price				
Option Line Item 6011	SCOS LABOR - AVIATION Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 6012	SCOS SCA LABOR OVERTIME AVIATION Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 6013	MATERIAL AVIATION Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 6014	AVIATION TRAVEL Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 6015	OTHER DIRECT COSTS AVIATION Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		

Option Line Item 6016	Transition-Out Activities Product Service Code: R706 North American Industry Classification System (NAICS): 541614 Pricing Arrangement: Firm Fixed Price	1	Lot		
7001	DD FORM 1423-1 CDRL_A001 Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
7002	DD FORM 1423-1 CDRL_A002 Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
7003	DD FORM 1423-1 CDRL_A003 Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
7004	DD FORM 1423-1 CDRL_A004 Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		

7005	DD FORM 1423-1 CDRL_A005 Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
7006	DD FORM 1423-1 CDRL_A006 Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
7007	DD FORM 1423-1 CDRL_A007 Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
7008	DD FORM 1423-1 CDRL_A008 Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
7009	DD FORM 1423-1 CDRL_A009 Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
7010	DD FORM 1423-1 CDRL_A010 Product Service Code: R706	1	Lot		

	Pricing Arrangement: Firm Fixed Price				
7011	DD FORM 1423-1 CDRL_A011 Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
7012	DD FORM 1423-1 CDRL_A012 Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
7013	DD FORM 1423-1 CDRL_A013 Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
7014	DD FORM 1423-1 CDRL_A014 Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		
7015	DD FORM 1423-1 CDRL_A015 Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		

7016	DD FORM 1423-1 CDRL_A016 Product Service Code: R706 Pricing Arrangement: Firm Fixed Price	1	Lot		

Continuation of Description

Requirements

SUPPLY CHAIN OPTIMIZATION SUPPORT (SCOS)

Continuation of Deliveries or Performance

0001	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2027 To 31 Dec 2027
1001	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2027 To 31 Dec 2027
1002	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2027 To 31 Dec 2027
1003	**Quantity** 1 Lot

	Address and POC **Period of Performance** From 01 Jan 2027 To 31 Dec 2027
1004	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2027 To 31 Dec 2027
1005	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2027 To 31 Dec 2027
1006	**Quantity** 1 Lot **Address and POC**

	Period of Performance From 01 Jan 2027 To 31 Dec 2027
1007	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2027 To 31 Dec 2027
1009	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2027 To 31 Dec 2027
1010	**Quantity** 1 Lot **Address and POC**

	Period of Performance From 01 Jan 2027 To 31 Dec 2027
1011	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2027 To 31 Dec 2027
1012	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2027 To 31 Dec 2027
1013	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2027

	To 31 Dec 2027
1014	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2027 To 31 Dec 2027
1015	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2027 To 31 Dec 2027
Option Line Item 2001	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2028 To 31 Dec 2028

Option Line Item 2002	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2028 To 31 Dec 2028
Option Line Item 2003	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2028 To 31 Dec 2028
Option Line Item 2004	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2028 To 31 Dec 2028
Option Line Item	**Quantity** 1 Lot **Address and POC**

2005	**Period of Performance** From 01 Jan 2028 To 31 Dec 2028
Option Line Item 2006	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2028 To 31 Dec 2028
Option Line Item 2007	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2028 To 31 Dec 2028
Option Line Item 2009	**Quantity** 1 Lot **Address and POC**

	Period of Performance From 01 Jan 2028 To 31 Dec 2028
Option Line Item 2010	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2028 To 31 Dec 2028
Option Line Item 2011	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2028 To 31 Dec 2028
Option Line Item 2012	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2028

	To 31 Dec 2028
Option Line Item 2013	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2028 To 31 Dec 2028
Option Line Item 2014	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2028 To 31 Dec 2028
Option Line Item 2015	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2028 To 31 Dec 2028

Option Line Item 3001	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2029 To 31 Dec 2029
Option Line Item 3002	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2029 To 31 Dec 2029
Option Line Item 3003	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2029 To 31 Dec 2029
Option Line Item	**Quantity** 1 Lot **Address and POC**

3004	**Period of Performance** From 01 Jan 2029 To 31 Dec 2029
Option Line Item 3005	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2029 To 31 Dec 2029
Option Line Item 3006	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2029 To 31 Dec 2029
Option Line Item 3007	**Quantity** 1 Lot **Address and POC**

	Period of Performance From 01 Jan 2029 To 31 Dec 2029
Option Line Item 3009	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2029 To 31 Dec 2029
Option Line Item 3010	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2029 To 31 Dec 2029
Option Line Item 3011	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2029

	To 31 Dec 2029
Option Line Item 3012	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2029 To 31 Dec 2029
Option Line Item 3013	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2029 To 31 Dec 2029
Option Line Item 3014	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2029 To 31 Dec 2029

Option Line Item 3015	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2029 To 31 Dec 2029
Option Line Item 4001	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2030 To 31 Dec 2030
Option Line Item 4002	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2030 To 31 Dec 2030
Option Line Item	**Quantity** 1 Lot **Address and POC**

4003	**Period of Performance** From 01 Jan 2030 To 31 Dec 2030
Option Line Item 4004	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2030 To 31 Dec 2030
Option Line Item 4005	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2030 To 31 Dec 2030
Option Line Item 4006	**Quantity** 1 Lot **Address and POC**

	Period of Performance From 01 Jan 2030 To 31 Dec 2030
Option Line Item 4007	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2030 To 31 Dec 2030
Option Line Item 4009	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2030 To 31 Dec 2030
Option Line Item 4010	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2030

	To 31 Dec 2030
Option Line Item 4011	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2030 To 31 Dec 2030
Option Line Item 4012	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2030 To 31 Dec 2030
Option Line Item 4013	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2030 To 31 Dec 2030

Option Line Item 4014	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2030 To 31 Dec 2030
Option Line Item 4015	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2030 To 31 Dec 2030
Option Line Item 5001	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2031 To 31 Dec 2031
Option Line Item	**Quantity** 1 Lot **Address and POC**

5002	**Period of Performance** From 01 Jan 2031 To 31 Dec 2031
Option Line Item 5003	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2031 To 31 Dec 2031
Option Line Item 5004	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2031 To 31 Dec 2031
Option Line Item 5005	**Quantity** 1 Lot **Address and POC**

	Period of Performance From 01 Jan 2031 To 31 Dec 2031
Option Line Item 5006	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2031 To 31 Dec 2031
Option Line Item 5007	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2031 To 31 Dec 2031
Option Line Item 5009	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2031

	To 31 Dec 2031
Option Line Item 5010	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2031 To 31 Dec 2031
Option Line Item 5011	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2031 To 31 Dec 2031
Option Line Item 5012	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2031 To 31 Dec 2031

Option Line Item 5013	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2031 To 31 Dec 2031
Option Line Item 5014	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2031 To 31 Dec 2031
Option Line Item 5015	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2031 To 31 Dec 2031
Option Line Item	**Quantity** 1 Lot **Address and POC**

5016	**Period of Performance** From 01 Jan 2031 To 31 Dec 2031
Option Line Item 6001	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2032 To 30 Jun 2032
Option Line Item 6002	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2032 To 30 Jun 2032
Option Line Item 6003	**Quantity** 1 Lot **Address and POC**

	Period of Performance From 01 Jan 2032 To 30 Jun 2032
Option Line Item 6004	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2032 To 30 Jun 2032
Option Line Item 6005	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2032 To 30 Jun 2032
Option Line Item 6006	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2032

	To 30 Jun 2032
Option Line Item 6007	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2032 To 30 Jun 2032
Option Line Item 6009	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2032 To 30 Jun 2032
Option Line Item 6010	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2032 To 30 Jun 2032

Option Line Item 6011	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2032 To 30 Jun 2032
Option Line Item 6012	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2032 To 30 Jun 2032
Option Line Item 6013	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2032 To 30 Jun 2032
Option Line Item	**Quantity** 1 Lot **Address and POC**

6014	**Period of Performance** From 01 Jan 2032 To 30 Jun 2032
Option Line Item 6015	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2032 To 30 Jun 2032
Option Line Item 6016	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Jan 2032 To 30 Jun 2032

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-3	Gratuities.	1984-04		
52.203-6	Restrictions on Subcontractor Sales to the Government.	2020-06		
52.203-6	Restrictions on Subcontractor Sales to the Government. (Alternate I)	2020-06	Alternate I	2021-11
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02		
52.212-4	Terms and Conditions-Commercial Products and	2026-02		

	Commercial Services. (Deviation 2026-O0038)	
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	2026-02
52.219-33	Nonmanufacturer Rule. (Deviation 2026-O0038)	2026-02
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	2026-02
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	2026-02
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision	2026-04

	1)	
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	2021-02
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02

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.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		

252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	2024-05	Deviation 2024-O0013	2024-05
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		
252.225-7012	Preference for Certain Domestic Commodities.	2022-04		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06		
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	2023-01		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12		
252.232-7010	Levies on Contract Payments.	2006-12		
252.243-7002	Requests for Equitable Adjustment.	2022-12		
252.245-7005	Management and Reporting of	2024-01		

	Government Property.	
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (Deviation 2026-O0038)	2026-02		

Notice of Price Evaluation preference for HUBZone Small Business Concerns (Feb 2026) (Deviation 2026-O0038)

(a) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(b) Waiver of evaluation preference. A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.

[X] Offeror chooses to waive the evaluation preference.

(c) Joint venture. A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the

HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of provision)

52.219-14	Limitations on Subcontracting. (Deviation 2026-O0038)	2026-02

Limitations on Subcontracting (Feb 2026) (Deviation 2026-O0038)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that-

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to-

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for-

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause-

[Contracting Officer check as appropriate.]

[X] By the end of the base term of the contract and then by the end of each subsequent option period; or

[ ] By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02

Alternate I (Feb 2026) (Deviation 2026-O0038). As prescribed in 22.1703-2(a)(2), substitute the

following paragraph in place of paragraph (c)(1)(i) of the basic clause:

(c)(1)(i)(A) The United States Government's policy prohibiting trafficking in persons described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title	Document may be obtained from:	Applies to performance in/at:
____	____	____
____	____	____

[Contracting Officer must insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the United States to which the document applies.]

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.232-7006	Wide Area WorkFlow Payment Instructions.	2023-01		

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.

Cost Vouchers

(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.

Destination/Destination

(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	HQ0338

Issue By DoDAAC	W31P4Q
Admin DoDAAC	W31P4Q
Inspect By DoDAAC	TBD
Ship To Code	TBD
Ship From Code	TBD
Mark For Code	TBD
Service Approver (DoDAAC)	TBD
Service Acceptor (DoDAAC)	TBD
Accept at Other DoDAAC	TBD
LPO DoDAAC	TBD
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	TBD

(*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.

TBD

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

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

(End of clause)

Contract Terms and Conditions Required To Implement Statutes or Executive Orders — Commercial Products and Commercial Services

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Products and Commercial Services. (DEVIATION 2025-O0003 and 2025-O0004)	2025-03	Deviation 2025-O0004	2025-03

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.]

[X] (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).

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

[X] (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.)

[X] (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).

[X] (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].

[X] (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.

[X] (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].

[X] (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

[X] (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).

[X] (ii) Alternate I (Mar 2020) of 52.219-6.

[X] (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.

[X] (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)).

[X] (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)

Addendum to Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.211-15	Defense Priority and Allocation Requirements.	2008-04		
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02		
52.223-5	Pollution Prevention and Right-to-Know Information.	2024-05		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02		
52.228-5	Insurance-Work on a Government Installation.	1997-01		
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		

52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04
52.245-1	Government Property.	2021-09
52.245-9	Use and Charges.	2012-04

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.204-7003	Control of Government Personnel Work Product.	1992-04		
252.225-7048	Export-Controlled Items.	2013-06		
252.227-7990	Technical Data--Commercial Products and Commercial Services. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02
252.227-7991	Rights in Bid or Proposal Information. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02
252.227-7994	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02
252.227-7995	Deferred Ordering of Technical	2026-02	Deviation	2026-02

	Data or Computer Software. (DEVIATION 2026-O0036)		2026-O0036	
252.227-7996	Technical Data--Withholding of Payment. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02
252.227-7997	Validation of Asserted Restrictions. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	2023-01		
252.245-7003	Contractor Property Management System Administration	2025-01		

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.217-8	Option to Extend Services.	1999-11		

Option to Extend Services (Nov 1999)

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

(End of clause)

52.217-9	Option to Extend the Term of the Contract.	2000-03

Option to Extend the Term of the Contract (Mar 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 6 months(months) (years).

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.227-7993	Rights in Other Than Commercial Technical Data and	2026-02	Deviation 2026-	2026-02

Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program. (DEVIATION 2026-O0036)	O0036

RIGHTS IN OTHER THAN COMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE-- SMALL BUSINESS INNOVATION RESEARCH PROGRAM AND SMALL BUSINESS TECHNOLOGY TRANSFER PROGRAM (DEVIATION 2026-O0036) (FEB 2026)

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

"Commercial computer software" means software developed or regularly used for nongovernmental purposes which--

(1) Has been sold, leased, or licensed to the public;

(2) Has been offered for sale, lease, or license to the public;

(3) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(4) Satisfies a criterion expressed in paragraph (1), (2), or (3) of this definition and would require only minor modification to meet the requirements of this contract.

"Computer database" means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

"Computer program" means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

"Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, re-created, or recompiled. Computer software does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation

instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Covered Government support contractor" means a contractor (other than a litigation support contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor--

(1) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(2) Receives access to the technical data or computer software for performance of a Government contract that contains the clause at 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

"Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

"Developed" means--

(1) (Applicable to technical data other than computer software documentation.) An item, component, or process, exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component or process be actually reduced to practice within the meaning of Title 35 of the United States Code;

(2) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(3) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(4) Computer software documentation the Contractor must deliver under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

"Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(1) Private expense determinations should be made at the lowest practicable level.

(2) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

"Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

"Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

"Form, fit, and function data" means technical data that describe the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

"Generated" means, with respect to technical data or computer software, first created in the performance of this contract.

"Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data or

computer software for commercial purposes or authorize others to do so.

"Government purpose rights" means the rights to--

(1) Use, modify, reproduce, release, perform, display, or disclose technical data or computer software within the Government without restriction; and

(2) Release or disclose technical data or computer software outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States Government purposes.

"Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if--

(1) The reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure to--

(A) A covered Government support contractor in performance of its covered Government support contracts for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(B) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(2) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(3) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

"Minor modification" means a modification that does not significantly alter the nongovernmental function or purpose of computer software or is of the type customarily provided in the commercial marketplace.

"Other than commercial computer software" means software that does not qualify as commercial computer software under the definition of "commercial computer software" of this clause.

"Restricted rights" apply only to other than commercial computer software and mean the Government's rights to--

(1) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(2) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(3) Make a reasonable number of copies of the computer software required for the purposes of safekeeping (archive), backup, modification, or other activities authorized in paragraphs (1), (2), (4) and (5) of this definition;

(4) Modify computer software provided that the Government may--

(i) Use the modified software only as provided in paragraphs (1) and (3) of this definition; and

(ii) Not release or disclose the modified software except as provided in paragraphs (2) and (5) of this clause;

(5) Use, modify, reproduce, perform, display, or release or disclose the computer software, and permit contractors, subcontractors, or covered Government support contractors to do so, for purposes set forth in subparagraph (i) of this paragraph, subject to the conditions set forth in subparagraphs (ii) of this paragraph:

(i)(A) In performance of service contracts (see FAR 37.101), to diagnose and correct deficiencies, to modify the software to enable a computer program to be combined with, adapted to, or merged with other computer programs, or when necessary to respond to urgent

tactical situations, provided that the Government notifies the party which has granted restricted rights that any such release or disclosure to particular contractors or subcontractors was made;

(B) To perform emergency repairs or overhaul of items or components procured under this or a related contract, when necessary to perform such repairs or overhaul; or

(C) For the management and oversight of a program or effort by a person authorized to receive restricted rights computer software, including in the performance of covered Government support contracts.

(ii)(A) Any contractor, subcontractor, or covered Government support contractor receiving access to the software for the purposes of subparagraphs (i), (ii), or (iii) of this paragraph shall be subject to the use and nondisclosure agreement at 227.7103-7 or be performing a Government contract that contains the clause at 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(B) The Government must not permit any recipient of the software under this paragraph to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (4) of this definition, for any other purpose; and

(C) Any use, modification, reproduction, performance, display, release, or disclosure of the computer software under this paragraph remains subject to the limitations in paragraphs (1) through (4) of this definition.

"Small Business Innovation Research/Small Business Technology Transfer (SBIR/STTR) data" means all technical data or computer software developed or generated in the performance of a phase I, II, or III SBIR/STTR contract or subcontract.

"SBIR/STTR data protection period" means the time period during which the Government is obligated to protect SBIR/STTR data against unauthorized use and disclosure in accordance with SBIR/STTR data rights. The SBIR/STTR data protection period begins on the date of award of the contract under which the SBIR/STTR data are developed or generated and ends 20 years after that date unless, after the award, the agency and the Contractor negotiate for some other protection period for the SBIR/STTR data developed or generated under that contract.

"SBIR/STTR data rights" means the Government's rights, during the SBIR/STTR data protection period, in SBIR/STTR data covered by paragraph (c)(5) of this clause, as follows:

(1) Limited rights in such SBIR/STTR technical data; and

(2) Restricted rights in such SBIR/STTR computer software.

"Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or financial, administrative, cost or pricing, or management information, or information incidental to contract administration.

"Unlimited rights" means rights to use, modify, reproduce, release, perform, display, or disclose, technical data or computer software in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) Applicability. This clause governs all SBIR/STTR data. For any data that are not SBIR /STTR data--

(1) The clause at Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, governs the technical data related to other than commercial products and commercial services or to any portion of a commercial product or commercial service that was developed in any part at Government expense, and the clause at DFARS 252.227-7990, Technical Data--Commercial Products and Commercial Services, governs the technical data related to any portion of a commercial product or commercial service that was developed exclusively at private expense;

(2) The clause at DFARS 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, governs other than commercial computer software and other than commercial computer software documentation; and

(3) A license consistent with DFARS 227.7202 governs commercial computer software and commercial computer software documentation.

(c) Rights in technical data and computer software. The Contractor grants or shall obtain for the Government the following royalty-free, worldwide, nonexclusive, irrevocable license rights in technical data or other than commercial computer software. The Contractor retains all rights not granted to the Government.

(1) Unlimited rights. The Government shall have unlimited rights in technical data or computer software, including such data generated under this contract, that are--

(i) Form, fit, and function data;

(ii) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(iii) Corrections or changes to Government-furnished technical data or computer software;

(iv) Otherwise publicly available or have been released or disclosed by the Contractor or a subcontractor without restrictions on further use, release, or disclosure other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data or computer software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Technical data or computer software in which the Government has acquired previously unlimited rights under another Government contract or as a result of negotiations;

(vi) Technical data or computer software furnished to the Government, under this or any other Government contract or subcontract thereunder, with license rights for which all restrictive conditions on the Government have expired; and

(vii) Computer software documentation generated or the Contractor must deliver under this contract.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for the period specified in paragraph (c)(2)(ii) of this clause in data that are--

(A) Not SBIR/STTR data, and are--

(1) Technical data related to items, components, or processes developed with mixed funding, or are computer software developed with mixed funding, except when the Government is entitled to unlimited rights in such data as provided in paragraph (c)(1) of this clause;

(2) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes; or

(B) SBIR/STTR data, upon expiration of the SBIR/STTR data protection period.

(ii)(A) For the non-SBIR/STTR data described in paragraph (c)(2)(i)(A) of this clause, the Government shall have government purpose rights for a period of 5 years, or such other period as may be negotiated. This period shall commence upon award of the contract, subcontract, letter contract (or similar contractual instrument), or contract modification (including a modification to exercise an option) that required development of the items, components, or processes, or creation of the data described in paragraph (c)(2)(i)(A)(2) of this clause. Upon expiration of the 5-year or other negotiated period, the Government shall have unlimited rights in the data.

(B) For the SBIR/STTR data described in paragraph (c)(2)(i)(B) of this clause, the Government shall have government purpose rights perpetually. This Government purpose rights period commences upon the expiration of the SBIR/STTR data protection period.

(iii) The Government shall not release or disclose data in which it has government purpose rights unless--

(A) Prior to release or disclosure, the intended recipient is subject to the nondisclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights marking prescribed in paragraph (g)(3) of this clause.

(3) Limited rights. The Government shall have limited rights in technical data that were not generated under this contract, are related to items, components, or processes developed exclusively at private expense, and are marked, in accordance with the marking instructions in paragraph (g)(1) of this clause, with the legend prescribed in paragraph (g)(4) of this clause.

(4) Restricted rights in computer software. The Government shall have restricted rights in other than commercial computer software the Contractor must deliver or otherwise furnished to the Government under this contract that was developed exclusively at private expense and was not

generated under this contract.

(5) SBIR/STTR data rights. Except for technical data, including computer software documentation, or computer software in which the Government has unlimited rights under paragraph (c)(1) of this clause, the Government shall have SBIR/STTR data rights, during the SBIR/STTR data protection period of this contract, in all SBIR/STTR data developed or generated under this contract. This protection period is not extended by any subsequent SBIR /STTR contracts under which any portion of that SBIR/STTR data is used or delivered. The SBIR/STTR data protection period of any such subsequent SBIR/STTR contract applies only to the SBIR/STTR data that are developed or generated under that subsequent contract. The SBIR /STTR data protection period is governed by the version of this clause that is incorporated in the contract under which the SBIR/STTR data are developed or generated. If the SBIR/STTR data were developed or generated under a contract that included a previous version of this clause, then the SBIR/STTR data protection period is governed by that previous version of this clause.

(6) Specifically negotiated license rights. After contract award, the standard license rights granted to the Government under paragraphs (c)(1) through (5) of this clause may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in technical data, including computer software documentation, than are enumerated in the definition of "limited rights" of this clause or lesser rights in computer software than are enumerated in the definition of "restricted rights" of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(7) Prior government rights. Technical data, including computer software documentation, or computer software that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the preexisting rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, release, perform, display, or disclose the technical data or computer software have expired or no longer apply.

(8) Release from liability. The Contractor agrees to release the Government from liability for any authorized release or disclosure of technical data or computer software made in accordance with this clause or any negotiated license agreement. This release from liability for the Government also applies to releases or disclosures made by a third party who received the data or software from an authorized recipient. For any unauthorized use or disclosure by such

third parties of technical data or computer software marked with restrictive legends, the Contractor agrees to seek relief solely from that party.

(9) Covered Government support contractors. The Contractor acknowledges that--

(i) The Government is authorized to release or disclose limited rights technical data and restricted rights computer software to covered Government support contractors;

(ii) The Government will notify the Contractor of such release or disclosure;

(iii) The Contractor or the party asserting restrictions in a restrictive legend may--

(A) Require each such covered Government support contractor to enter into a nondisclosure agreement directly with the Contractor or the party asserting restrictions regarding the use of the data or software; or

(B) Waive in writing the requirement for a nondisclosure agreement; and

(iv) Any such nondisclosure agreement shall address the restrictions on the covered Government support contractor's use of the data or software as set forth in the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The nondisclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the nondisclosure agreement.

(d) Rights in derivative computer software or computer software documentation. The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative software or documentation.

(e) Third party copyrighted technical data and computer software. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted technical data, including computer software documentation, or computer software in the data or software the Contractor must deliver under this contract unless the Contractor is the copyright owner or has obtained license rights for the Government of the appropriate scope set forth in paragraph (c) of this clause and, prior to delivery of such--

(1) Technical data, has affixed to the transmittal document a statement of the license rights obtained; or

(2) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer.

(f) Identification and delivery of technical data or computer software to be delivered with restrictions on use, release, or disclosure. (1) This paragraph does not apply to to restrictions based solely on copyright.

(2) Except as provided in paragraph (f)(3) of this clause, technical data or computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any technical data or computer software with restrictive markings unless the technical data or computer software are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the technical data or computer software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical data or computer software to be furnished with restrictions1 (LIST)	Basis for assertion2 (LIST)	Asserted rights category3 (LIST)	Name of person asserting restrictions4 (LIST)
____	____	____	____

1 If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such item, component, or process.

2 Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government’s rights to use, release, or disclose technical data or computer software. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government’s rights should be restricted.

3 Enter asserted rights category (e.g., limited rights, restricted rights, or government purpose rights from a prior contract, SBIR/STTR data rights under this or another contract, or specifically negotiated licenses).

4 Corporation, individual, or other person, as appropriate.

Date ____

Printed Name and Title ____

Signature ____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertions, at a later date, in accordance with the procedures in the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract.

(g) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software the Contractor must deliver under this contract by marking the deliverable data or software subject to restriction. Except as provided in paragraph (g)(8) of this clause, only the following markings are authorized under this contract: the government purpose rights marking at paragraph (g)(3) of this clause; the limited rights legend at paragraph (g)(4) of this clause; the restricted rights legend at paragraph (g)(5) of this clause; the SBIR/STTR data rights legend at paragraph (g)(6) of this clause; or the special license rights legend at paragraph (g)(7) of this clause; and a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend to all technical data and computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data or computer software for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data or computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery.

Reproductions of technical data, computer software, or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Omitted markings. (i) Technical data, computer software, or computer software documentation delivered or otherwise provided under this contract without restrictive markings shall be presumed to have been delivered with unlimited rights. To the extent practicable, if the Contractor has requested permission (see paragraph (g)(2)(ii) of this clause) to correct an inadvertent omission of markings, the Contracting Officer will not release or disclose the technical data, software, or documentation pending evaluation of the request.

(ii) The Contractor may request permission to have conforming and justified restrictive markings placed on unmarked technical data, computer software, or computer software documentation at its expense. The request must be received by the Contracting Officer within 6 months following the furnishing or delivery of such technical data, software, or documentation, or any extension of that time approved by the Contracting Officer. The Contractor shall--

(A) Identify the technical data, software, or documentation that should have been marked;

(B) Demonstrate that the omission of the marking was inadvertent, the proposed marking is justified and conforms with the requirements for the marking of technical data, computer software, or computer software documentation contained in this clause; and

(C) Acknowledge, in writing, that the Government has no liability with respect to any disclosure, reproduction, or use of the technical data, software, or documentation made prior to the addition of the marking or resulting from the omission of the marking.

(3) Government purpose rights markings. Technical data or computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract Number ____
Contractor Name ____
Contractor Address ____
Expiration Date ____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data or computer software are restricted by the government purpose rights license in the DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or computer software or portions thereof marked with this restrictive marking must also reproduce the markings.

(End of legend)

(4) Limited rights markings. Technical data not generated under this contract that are related to items, components, or processes developed exclusively at private expense and delivered or otherwise furnished with limited rights shall be marked as follows:

LIMITED RIGHTS

Contract Number ____
Contractor Name ____
Contractor Address ____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by the limited rights license in the DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(END OF LEGEND)

(5) Restricted rights markings. Computer software delivered or otherwise furnished to the Government with restricted rights shall be marked as follows:

RESTRICTED RIGHTS

Contract Number ____
Contractor Name ____
Contractor Address ____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by the restricted rights license in the DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(6) SBIR/STTR data rights markings. Except for technical data or computer software in which the Government has acquired unlimited rights under paragraph (c)(1) of this clause or negotiated special license rights as provided in paragraph (c)(6) of this clause, technical data or computer software generated under this contract shall be marked as follows. The Contractor shall enter the expiration date for the SBIR/STTR data protection period on the legend:

SBIR/STTR DATA RIGHTS

Contract Number ____
Contractor Name ____
Contractor Address ____
Expiration of SBIR/STTR Data Protection Period ____
Expiration of the Government Purpose Rights Period ____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software marked with this legend are restricted during the period shown as provided in the SBIR/STTR data rights license in the DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause contained in the above identified contract. After the SBIR/STTR data protection period expiration date shown above, the Government has perpetual government purpose rights as provided in the clause, unless otherwise indicated by the government purpose rights expiration date shown above. Any reproduction of technical data, computer software, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(7) Special license rights markings. (i) Technical data or computer software in which the Government's rights stem from a specifically negotiated license shall be marked as follows:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this technical data or computer software are restricted by Contract Number [Insert contract number] ____, License Number [Insert license identifier] ____. Any reproduction of technical data, computer software, or portions thereof marked with this marking must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (c)(7) of this clause).

(8) Preexisting data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software, and those restrictions are still applicable, the Contractor may mark such data or software with the appropriate restrictive legend for which the data or software qualified under the prior contract or license. The Contractor shall follow the marking procedures in paragraph (g)(1) of this clause.

(h) Contractor procedures and records. Throughout performance of this contract, the Contractor, and its subcontractors or suppliers that will deliver technical data or computer software with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data or computer software delivered under this contract.

(i) Removal of unjustified and nonconforming markings. (1) Unjustified markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data or computer software delivered or to be delivered under this contract are contained in the

DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the applicable procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) Nonconforming markings. A nonconforming marking is a marking placed on technical data or computer software delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within 60 days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(j) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(k) Limitation on charges for rights in technical data or computer software. (1) The Contractor shall not charge to this contract any cost, including but not limited to, license fees, royalties, or similar charges, for rights in technical data or computer software the Contractor must deliver under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data or software; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (k)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor of supplier technical data or computer software, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data or computer software will be delivered.

(l) Subcontractors or suppliers. (1) The Contractor shall assure that the rights afforded its

subcontractors and suppliers under 10 U.S.C. 3771-3775, 10 U.S.C. 3781-3786, 15 U.S.C. 638 (j)(1)(B)(iii) and (v), and the identification, assertion, and delivery processes required by paragraph (f) of this clause are recognized and protected.

(2) Whenever any other than commercial technical data or computer software is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use the following clause(s) in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties:

(i) Except as provided in paragraph (l)(2)(ii) of this clause, use this clause to govern SBIR /STTR data.

(ii) For data that are not SBIR/STTR data--

(A) Use the clause at DFARS 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, to govern the technical data related to other than commercial products or commercial services or to any portion of a commercial product or commercial service that was developed in any part at Government expense, and use the clause at DFARS 252.227-7990, Technical Data--Commercial Products and Commercial Services, to govern the technical data related to any portion of a commercial product or commercial service that was developed exclusively at private expense;

(B) Use the DFARS clause at 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, to govern other than commercial computer software and computer software documentation; and

(C) Use the license under which the data are customarily provided to the public, in accordance with DFARS 227.7202, for commercial computer software and commercial computer software documentation.

(iii) No other clause shall be used to expand or reduce the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data or computer software.

(3) Technical data the Contractor must deliver by a subcontractor or supplier shall normally be delivered to the next higher tier contractor, subcontractor, or supplier. However, when there is a

requirement in the prime contract for technical data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such technical data directly to the Government, rather than through a higher tier contractor, subcontractor, or supplier.

(4) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data or computer software from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data or computer software as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

List of Contract Documents, Exhibits, or Attachments

The attachments listed in this Section are incorporated by reference and made part of this contract with the same force and effect as if included in full text.

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*** END OF NARRATIVE ***

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
A	DD Form 14 23-1 CDRL_ A001	Contract Data Requirements List (CDRL)		26 Jun 2026	7001		Exhibit	No
B	DD Form 14 23-1 CDRL_ A002	Contract Data Requirements List (CDRL)		26 Jun 2026	7002		Exhibit	No
C	DD Form 14 23-1 CDRL_ A003	Contract Data Requirements List (CDRL)		15 May 2026	7003		Exhibit	No
D	DD Form 14 23-1 CDRL_ A004	Contract Data Requirements List (CDRL)		15 May 2026	7004		Exhibit	No
E	DD Form 14 23-1 CDRL_	Contract Data Requirements List (CDRL)		15 May 2026	7005		Exhibit	No

	A005							
F	DD Form 14 23-1 CDRL_ A006	Contract Data Requirements List (CDRL)		15 May 2026	7006		Exhibit	No
G	DD Form 14 23-1 CDRL_ A007	Contract Data Requirements List (CDRL)		15 May 2026	7007		Exhibit	No
H	DD Form 14 23-1 CDRL_ A008	Contract Data Requirements List (CDRL)		15 May 2026	7008		Exhibit	No
J	DD Form 14 23-1 CDRL_ A009	Contract Data Requirements List (CDRL)		15 May 2026	7009		Exhibit	No
K	DD Form 14 23-1 CDRL_ A010	Contract Data Requirements List (CDRL)		15 May 2026	7010		Exhibit	No
L	DD Form 14 23-1 CDRL_ A011	Contract Data Requirements List (CDRL)		15 May 2026	7011		Exhibit	No
M	DD Form 14 23-1 CDRL_ A012	Contract Data Requirements List (CDRL)		15 May 2026	7012		Exhibit	No
N	DD Form 14 23-1 CDRL_ A013	Contract Data Requirements List (CDRL)		15 May 2026	7013		Exhibit	No
P	DD Form 14 23-1 CDRL_ A014	Contract Data Requirements List (CDRL)		15 May 2026	7014		Exhibit	No
Q	DD Form 14 23-1	Contract Data Requirements List		15 May	7015		Exhibit	No

	CDRL_ A015	(CDRL)		2026				
R	DD Form 14 23-1 CDRL_ A016	Contract Data Requirements List (CDRL)		15 May 2026	7016		Exhibit	No
0001	PWS	Performance Work Statement		15 May 2026			Attachment	No

Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	2023-11		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.225-7055	Representation Regarding	2022-05		

	Business Operations with the Maduro Regime.	
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation.	2019-12		

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.	2021-05

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 [X] 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)

Addendum to 52.212-1, Instructions to Offerors - Commercial Products and Commercial Services

1. General Submission Requirements

Offerors shall submit proposals electronically via email to jill.g.freeman.civ@army.mil and stephanie.l.lambert14.civ@army.mil no later than September 18, 2026, 5:00PM CST. Proposals shall consist of five (5) separate volumes. Emails shall not exceed 15MB per message. Offerors may send multiple emails if necessary (e.g., 'Email 1 of 3'). Volumes I, II, III, and IV should be submitted as searchable Adobe PDF files. Volume V (Price) shall be submitted as an MS Excel file with all formulas intact.

In accordance with FAR 52.212-1(b), the offeror shall submit a cover document and administrative package that includes:

1. The solicitation number.
2. The name, address, SAM.gov Unique Entity Identifier (UEI), and telephone number of the offeror.
3. Acknowledgment of any solicitation amendments.
4. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
5. A completed copy of the representations and certifications at FAR 52.212-3 (Offeror Representations and Certifications--Commercial Products and Commercial Services), or a statement that the offeror has completed the annual representations and certifications electronically in SAM.gov

Proposals shall be organized into the following five (5) separate Volumes:

Volume	Title	Page Limit
Volume 1	Technical Capability Gateway	Maximum 10 Pages (excluding resumes)
Volume 2	Technical / Risk	Maximum 10 Pages (excluding crosswalks/matrices)
Volume 3	Management	Maximum 15 Pages (excluding resumes and letters of commitment)

Volume 4	Past Performance	Maximum 5 Pages
Volume 5	Price	No Page Limit

NOTE: This section provides explicit instructions for preparing and submitting a complete and compliant proposal. The burden of submitting a thorough and accurate proposal rests solely with the offeror. Failure to follow these instructions may result in the proposal being deemed non-compliant and therefore ineligible for award. By submitting a proposal, the offeror agrees that its proposal shall remain valid for a minimum of 180 calendar days from the proposal submission deadline.

2. PROPOSAL FILES

1. Format. The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and Request for Proposal (RFP) number in the header and/or footer. A Table of Contents should be created using the Table of Content feature in MS Word. MS Word (doc) files shall use the following page setup parameters:

a. Margins Top, Bottom, Left, Right 1"

b. Gutter 0"

c. From Edge Header, Footer 0.5"

d. Page Size, Width 8.5"

e. Page Size, Height 11"

The following additional restrictions apply:

1. File Packaging. All of the proposal files shall be compressed (zipped) into one file entitled proposal zip using WinZip version 6.2 or later, or as separate uploads in their native format, i.e., doc, xls, ppt, etc. Files shall be in read-only format, using PDF files. All price breakdown information to aide in the cost/price evaluation shall be submitted in Microsoft Office Excel Read/Write format and viewable in Microsoft Excel 2007. **Please note Self extracting exe files are not acceptable.
2. Content Requirement. All information shall be confined to the appropriate file. The offeror shall confine submissions to essential matters, sufficient to define the proposal in a concise manner, to permit a complete

and accurate evaluation of each proposal. Each file of the proposal shall consist of a Table of Contents, Summary Section, and the Narrative discussion. The Summary Section shall contain a brief abstract of the file. Proprietary information shall be clearly marked. The following shall be included in the Narrative discussion:

3. VOLUME 1: Technical Capability Gateway (Maximum 10 Pages, excluding resumes)
This volume is an initial screening. Offerors shall not submit elaborate management plans. Volume 1 shall be limited to:

1. **Corporate Capability Statement:** A concise summary demonstrating the offeror's ability to execute the SCOS PWS requirements.

2. **Key Personnel Resumes:** Commercial-format resumes (max 2 pages each) for the proposed Program Manager and Lead Logistics Analyst.

3. **Transition Plan:** A brief timeline demonstrating the ability to fully staff and assume SCOS operations within 30 days of contract award.

4. VOLUME 2: Technical/Risk

This volume is comprised of two (2) subfactors. The Offeror shall provide information to demonstrate their technical competence and understanding of the requirement using customary commercial practices. Offerors shall organize their Volume 2 into the following subfactors and key points:

Subfactor 1: Technical Approach and Scenario Responses

Offerors shall provide documentation demonstrating the adequacy of their commercial approach and addressing any associated performance risk. This section must include:

1. Key Point 1: Technical Approach Narrative: A comprehensive narrative detailing the offeror's technical approach to executing the PWS requirements.

2. Key Point 2: Commercial Feasibility Plan: A detailed plan demonstrating how the offeror will accomplish the PWS requirements utilizing customary commercial practices, tools, and methodologies.

3. Key Point 3: Scenario Responses: Offerors shall provide comprehensive and specific responses detailing how they would apply customary commercial practices, tools, and methodologies to solve the following six (6) operational scenarios:

    a. Scenario 1: Commercial Logistics Process Optimization: Demonstrate industry best practices for achieving supply chain efficiency.

b. Scenario 2: Enterprise Resource Planning (ERP) / LMP Integration for Inventory Integrity: Demonstrate the ability to maintain data integrity between your commercial inventory practices and the Government's SAP-based Logistics Modernization Program (LMP).

c. Scenario 3: Commercial Forecasting and Predictive Demand Planning: Detail your approach to anticipating and planning for supply demands.

d. Scenario 4: Artificial Intelligence (AI) for Proactive Supply Chain Risk Mitigation: Describe how you will utilize commercial AI/Machine Learning (ML) capabilities to identify and mitigate risks.

e. Scenario 5: Operational Continuity and Staffing Under Pressure: Demonstrate commercial surge capacity and rapid response capabilities during high-pressure or continuity-of-operations events.

f. Scenario 6: Commercial Cybersecurity and Data Protection in Austere Environments: Detail the application of standard commercial cyber frameworks (e.g., NIST/ISO) to protect data in deployed or austere settings.

4. Key Point 4: PWS Compliance Matrix: A cross-reference index matrix that maps the proposal's technical approach directly to the specific paragraphs of the PWS.

5. Key Point 5: Government-Furnished Property (GFP) List: A complete list of any GFP required for performance that is in addition to what is already identified in the PWS baseline. If no additional GFP is required, an explicit statement to that effect must be included.

Subfactor 2: Workforce Qualifications

Offerors shall demonstrate their ability to provide a qualified workforce that possesses the necessary commercial education, experience, and credentials to execute the PWS requirements. This section must include:

1. Key Point 1: Commercial Labor Categories: If the offeror is proposing commercial labor categories or qualifications that differ from those provided in Appendix C of the PWS, provide a copy of the commercial job classification guide.

2. Key Point 2: Qualifications Crosswalk: A clear, self-sufficient crosswalk matrix mapping the Offeror's proposed personnel qualifications and commercial labor categories directly to the specific requirements outlined in the PWS.

5. VOLUME 3: Management

This volume evaluates the offeror's organizational structure, governance, and resource management. NO COST DATA shall be included.

1. **Management & Execution Plan:** A narrative addressing the plan for managing the contract, organizational charts, a description of commercial task management systems, and a plan for integrating subcontractors.

2. **Personnel Management Plan:** The corporate approach to recruiting, training, and retaining qualified personnel for the full contract duration, including standard commercial employee benefits. *(Required for prime and all major subcontractors).*

3. **Certifications:** A written certification, signed by an authorized corporate official, stating that all proposed personnel meet or exceed PWS qualifications.

4. **Letters of Commitment:** For any proposed Key Personnel not currently employed by the offeror or a teaming partner. All salary information must be redacted. *(Excluded from page count).*

5. Management Scenario-based Questions (Offerors must provide comprehensive responses to the following):

a. Key Personnel Management (PWS 2.5.5): Scenario: Three months into the contract, your proposed Site Operations Manager for Fort Bliss resigns. Question: Describe your immediate containment plan to ensure uninterrupted operations and your long-term strategy for identifying, vetting, and onboarding a qualified replacement without degrading performance.

b. Strategic Recruitment and Retention (PWS 2.5.3): Scenario: The labor market for cleared logisticians with LMP experience is highly competitive. Question: Beyond a standard benefits package, what specific, innovative strategies will you implement to recruit and retain your qualified personnel for the full five-year contract?

c. Subcontractor Cost and Performance Control (PWS 2.5.2): Scenario: A major subcontractor is experiencing performance issues and cost overruns on their fixed-price labor. Question: Detail the steps your Program Manager would take to address this, including your cost control procedures and contractual remedies, to mitigate impacts on the Government.

d. Quality Control and Process Improvement (PWS 3.9): Scenario: After six months, customer satisfaction reports (PWS 3.2.4) indicate a decline in order fulfillment accuracy. Question: Describe how your Quality Control Program would identify the root cause of this issue and what steps you would take to implement and monitor a corrective action plan to restore and improve performance.

e. Contract Transition Management (PWS 4.13): Scenario: You are the incoming contractor. Question: Provide a detailed plan for the 30-day transition-in period that ensures a seamless transfer of responsibilities from the incumbent, including knowledge transfer, joint inventories, and establishing operational control without any disruption to mission support.

f. Government Property Management (PWS 2.5.6): Scenario: During a Government-led audit, a significant discrepancy is found between the property book records and the physical inventory of Government Furnished Property (GFP) at Building 722, Fort Bliss. Question: As the primary hand receipt holder, describe the immediate actions you would take to investigate this discrepancy, your process for reporting the loss in PIEE, and the corrective measures you would implement in your property control system to prevent recurrence.

6. VOLUME 4: Past Performance

Provide up to three (3) references for commercial or government contracts performed within the last three (3) years that are similar in size, scope, and complexity (defined as logistics support exceeding $3M annually or demonstrating equivalent multi-site operational scale). This volume shall be organized into the following sections:

1. Section 1 - Contracts Descriptions.

   a. Contractor/Subcontractor place of performance, CAGE Code and DUNS Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, e-mail address, and telephone and fax numbers).

   b. Government contracting activity, and current address, Procuring Contracting Officer's name, e-mail address, telephone and fax numbers.

   c. Government's technical representative/Contracting Officer's Representative and current email address, telephone, and fax numbers.

   d. Government contract administration activity and the Administrative Contracting Officer's name, and current e-mail address, telephone, and fax number.

   e. Government contract administration activity's Pre-Award Monitor's name, and current e-mail address, telephone, and fax numbers.

   f. Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery Order Numbers.

   g. Contract Type (specific type such as Fixed-Price (FP), Cost Reimbursement (CR), Time & Material (T&M), etc.). In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc.).

   h. Awarded price/cost.

   i. Final or projected final price/cost.

   j. Original delivery schedule, including dates of start and completion or work.

   k. Final or projected final, delivery schedule, including dates of start and completion of work.

2. Section 2 - Performance.

   a. For any contracts that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. The offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. All Requests for Deviation and Requests for Waiver shall be addressed with respect to causes and corrective actions. The

offerors shall also provide copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action implemented by the offeror or proposed subcontractor. The offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

b. For all contracts, the offeror shall provide data on all manufacturing warranty returns. Data shall delineate total number of warranty returns, number of Could Not Duplicate (CND), number of failures attributable to GFE component failures, and number and nature of failures attributable to the offeror's delivered product.

3. Section 3 - Subcontracts. Offerors shall provide an outline of how the effort required by the RFP will be assigned for performance within the offeror's corporate entity and among the proposed subcontractors. The information provided for the prime offeror and each proposed major subcontractor must include the entire company name, company address, CAGE Code, DUNS Number and type of work to be performed by citing the applicable Government PWS subparagraph number. This includes all subcontractors who will be providing critical hardware/services or whose subcontract is for more than *10*% of the total proposed cost/price. This section will further include written consent of major subcontractors to allow the disclosure of their subcontractor's past performance information to the Offeror. In addition, letters of commitment shall be included for all major subcontractors

4. Section 4 - New Corporate Entities. New corporate entities may submit data on prior contracts involving their offices and employees. However, in addition to the other requirements in this section, the offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above. Letters of Commitment shall be included in the proposal for these employees in order to be considered.

5. Past Performance Questionnaire. For all contracts identified in Section 1, Contract Descriptions, a Past Performance Questionnaire must be completed and submitted. The offeror shall complete Part I of the Past Performance Questionnaire and e-mail the questionnaire to both the Government contracting activity and technical representative responsible for the past/current contract. The POCs shall be instructed to electronically complete Part II of the questionnaire and e-mail the entire questionnaire to the Contracting Office no later than the proposal due date, to jill.g.freeman.civ@army.mil. The offeror shall e-mail to the Contracting Officer a list of all the POCs who were sent a questionnaire. The Government must receive this list no later than the proposal due date. The POC List shall be submitted in Word for Windows Table Format to include the following fields: Solicitation Number; Company Name; Contract Number; Government Agency; POC Last Name, First Name; POC Title; POC Telephone Number; POC E-mail Address; and Date E-Mail to POC (month/day).

6. Submissions. Offerors are discouraged from providing points of contact with another contractor's facility, i. e., in case an offeror (or one of his/her team members) is in a subcontract with another contractor who has submitted a proposal on the same requirement. Offerors shall provide and submit the prime contract number and all Governmental agency POCs in lieu of subcontract numbers or prime contract POCs in situations described above.

Note. The Government may use both independently obtained data and information provided by the offeror to evaluate past performance. The Government will not cross-reference other proposal volumes to obtain required information, nor

will it seek out additional data to address deficiencies. The responsibility for submitting a complete and acceptable proposal rests solely with the offeror. Proposals that do not include the required information may be rejected.

7. VOLUME 5: Price

Submit a comprehensive pricing spreadsheet. **WARNING:** Certified Cost or Pricing Data is NOT required and shall not be submitted.

1. **Mandatory Plug-In Values:** Offerors shall include the exact unburdened amounts below in their price proposal:

    a. CLIN 1005 (Material AWFC Missiles): $27,500.00

    b. CLIN 1006 (Travel - Missiles): $6,000.00

    c. CLIN 1007 (Other Direct Costs (ODCs) Missiles): $88,500.00

    d. CLIN 1013 (Material AWFC Aviation): $27,500.00

    e. CLIN 1014 (Travel Aviation): $6,000.00

    f. CLIN 1015 (Other Direct Costs (ODCs) Aviation): $88,500.00

2. **Prohibition on Indirect Rates, Profit, and Fee:** All Government-provided NTE plug-in amounts (CLINs 1005, 1006, 1007, 1013, 1014, and 1015) are strictly unburdened. Offerors shall **not** apply any indirect rates (including, but not limited to, G&A, Material Handling, or Subcontract Administration burdens) to these NTE amounts. Additionally, offerors shall **not** apply any profit or fee to these amounts. The exact unburdened amounts listed above must be integrated into the price proposal without modification.

3. **Total Evaluated Price:** Offerors must roll up the exact, unburdened value of these plug-in CLINs into their Total Proposed Price. Failure to use the exact Government-provided base plug-in amounts may result in the proposal being deemed non-compliant and excluded from further consideration.

*** END OF NARRATIVE ***

Evaluation - Commercial Products and Commercial Services

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-2	Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

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/Risk

Management

Past Performance

Price

(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)

Addendum to Evaluation - Commercial Product and Commercial Services

1. BASIS FOR AWARD

The Government will award a contract resulting from this solicitation to the responsible offeror whose proposal represents the Best Value to the Government. Award will be made to the offeror whose proposal is most advantageous to the Government based upon an integrated assessment of the evaluation volumes and subfactors described below.

The Government intends to evaluate proposals and award a contract without discussions. The Government reserves the right to make an award based upon the Price volume (Volume 5) in the event that the Technical/Risk, Management, and Past Performance evaluation results of all the offerors' proposals are substantially the same.

2. EVALUATION METHODOLOGY

Evaluation of the offeror's proposal shall address each volume, qualitative subfactor, and scenario-based question as it applies to the Performance Work Statement (PWS). The Government will first evaluate Volume 1: Technical Capability Gateway on an Acceptable/Unacceptable basis. Proposals evaluated as "Unacceptable" under Volume 1 will not be evaluated further and are ineligible for award.

For those proposals determined to be "Acceptable" under Volume 1, the Government will assign each Technical/Risk and Management subfactor an adjectival rating and write a narrative evaluation reflecting the identified strengths, weaknesses, and risks.

3. Evaluation Volumes

The following volumes will be used to evaluate offers.

Volume	**Title**	**Evaluation Type**
Volume 1	Technical Capability Gateway	Acceptable/Unacceptable (Pass /Fail)
Volume 2	Technical / Risk	Adjectival Rating
Volume 3	Management	Adjectival Rating

Volume 4	Past Performance	Confidence Assessment
Volume 5	Price	Completeness and Reasonableness

VOLUME 1: Technical Capability Gateway (Acceptable/Unacceptable)

This volume is evaluated on an Acceptable/Unacceptable basis. To receive an "Acceptable" rating and proceed to further evaluation, the offeror must submit:

1. Corporate Capability Statement: A summary that clearly demonstrates a baseline understanding of and capability to execute the SCOS PWS requirements.
2. Key Personnel Resumes: Resumes for the Program Manager and Lead Logistics Analyst demonstrating a minimum of five (5) years of relevant experience.
3. Transition Plan: A credible, actionable timeline demonstrating the ability to achieve Full Operational Capability (FOC) and assume operations within 30 days of contract award.

VOLUME 2: Technical/Risk

Subfactor 1: Technical Approach and Scenario Responses: The Government will evaluate the adequacy and risk of the Offeror's technical approach narrative, commercial feasibility plan, Government-Furnished Property (GFP) List, and PWS Compliance Matrix for a clear understanding of the requirement. Special emphasis will be placed on the feasibility, innovation, and risk associated with the Offeror's responses to the six (6) Scenario Responses (Commercial Logistics Process Optimization, ERP/LMP Integration, Commercial Forecasting, AI Implementation, Operational Continuity, and Commercial Cybersecurity).

Subfactor 2: Workforce Qualifications: The Government will evaluate the Commercial Labor Categories and Qualifications Crosswalk to determine the Offeror's ability to provide a qualified workforce that possesses the necessary commercial education, experience, and credentials mapped directly to the PWS requirements.

In accordance with the Army Source Selection Supplement (AS3), Section 3.1, the Army methodology for evaluating Technical Approach and Related Risk is the Combined Technical/Risk Rating, (see Table 1 below). This methodology considers risk, in conjunction with the strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies in determining technical ratings.

TABLE 1 - COMBINED TECHNICAL/RISK RATINGS

Color	Rating	Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is not awardable.

VOLUME 3: Management
The Government will evaluate the soundness of the Offeror's organizational structure, governance, and resource management.

1. Management & Execution and Personnel Management: The evaluation will assess the Management & Execution Plan for seamless subcontractor integration, contract management, and task management systems. The Government will also assess the Personnel Management Plan for realistic, corporate-level strategies to recruit, train, and retain qualified personnel throughout the contract lifecycle, alongside the inclusion of required workforce Certifications and Letters of Commitment.
2. Management Scenario-based Questions: The Government will evaluate the Offeror's comprehensive responses to the six (6) Management Scenarios (Key Personnel Management, Strategic Recruitment and Retention, Subcontractor Cost and Performance Control, Quality Control and Process Improvement, Contract Transition Management, and Government Property Management) to assess their ability to identify issues, mitigate risks, and apply sound management practices during contract execution.

In accordance with the Army Source Selection Supplement (AS3), Section 3.1, the Army methodology for evaluating Technical Approach and Related Risk is the Combined Technical/Risk Rating, (see Table 1 below). This methodology considers risk, in conjunction with the strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies in determining technical ratings.

TABLE 1 - COMBINED TECHNICAL/RISK RATINGS

Color	Rating	Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.

Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is not awardable.

VOLUME 4: Past Performance

The Government will evaluate the offeror's record of recent and relevant performance. The past performance factor considers each offeror's demonstrated recent and relevant record of performance in supplying products and services that meet the contract requirements. There are three aspects to the past performance evaluation: recency, relevancy, and quality.

1. RECENCY: The first aspect is to evaluate the recency of the offeror's past performance. Recency is generally expressed as a time period during which past performance references are considered relevant and is critical to establishing the relevancy of past performance information.

2. RELEVANCY: The second aspect is to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the source selection. Relevancy is not separately rated; however, the following criteria (see Table 2) will be used to establish what is relevant which shall include similarity of service /support, complexity, dollar value, contract type, and degree of subcontract/teaming.

Table 2 - Past Performance Relevancy Ratings

Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

3. QUALITY ASSESSMENT: The third aspect assesses the overall quality of the offeror's past performance. Documented results from Past Performance Questionnaires, interviews, CPARS, and other sources form the support and basis for this assessment.

Performance Confidence Assessment: Utilize the Performance Confidence Assessment (see Table 3 below) to select the most appropriate confidence level for each Offeror. Ensure the rationale for the conclusions reached are included. In the case of an offeror without a record of relevant past performance, or for whom information is not available, the offeror will not be evaluated favorably or unfavorably and will receive a "Neutral Confidence" rating.

TABLE 3 - Performance Confidence Assessments

Rating	Definition
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available, or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the facto of past performance.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

VOLUME 5: Price

Price will be evaluated for reasonableness and completeness. The Government will verify that the Offeror's Total Evaluated Price accurately incorporates the exact, unburdened Mandatory Plug-In Values for CLINs 1005, 1006, 1007, 1013, 1014, and 1015 without the unauthorized application of indirect rates, profit, or fee.

Over and Above CLINs (Evaluation Purposes Only): The mandatory plug-in values specified for CLINs 1005, 1006, 1007, 1013, 1014, and 1015 are established strictly for evaluation and price-modeling purposes to ensure a fair and

common basis for proposal evaluation. These CLINs will be formally established as "Over and Above" CLINs at contract award. Actual work orders, tasks, or services under these CLINs will be negotiated, authorized, and funded on an as-needed basis during contract performance in accordance with the contract's Over and Above procedures.

4. TRADE-OFF METHODOLOGY

Among those offerors rated "Acceptable" under Volume 1 (Technical Capability Gateway), a trade-off may be made between the qualitative, non-price volumes (Volumes 2, 3, and 4) and the Price volume (Volume 5).

The relative importance of the evaluation volumes is established as follows:

Volume 2 (Technical/Risk) and Volume 3 (Management) are of equal importance to one another.

1. Volume 2 (Technical/Risk) and Volume 3 (Management) are of equal importance to one another.
2. Volume 2 (Technical/Risk) and Volume 3 (Management), when combined, are significantly more important than Volume 4 (Past Performance).
3. All non-price evaluation volumes (Volumes 2, 3, and 4), when combined, are significantly more important than Volume 5 (Price).

As proposals become more equal in their non-price ratings (Volumes 2, 3, and 4), the evaluated price (Volume 5) becomes more significant in the source selection decision.

*** END OF NARRATIVE ***

Addendum to Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	2024-09		
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	2023-01		

FAR Provisions Incorporated by Full Text

Number	Title	Effective	Alternate	Variation

		Date	Deviation	Effective Date
52.204-90	Offeror Identification. (Deviation 2026-O0038)	2026-02		

Offeror Identification (Feb 2026) (Deviation 2026-O0038)

If the Offeror will not have an active Federal Government contracts registration in the System for Award Management (https://www.sam.gov) when submitting its offer, it shall complete paragraphs (c) and (d) of this provision and include its responses with its offer.

(a) Definitions. As used in this provision-

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

Common parent means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the

other entity under a new name.

Taxpayer Identification Number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

(b) Unique entity identifier (UEI).

(1) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(2) If the Offeror does not have a UEI, it shall go to https://www.sam.gov to obtain one. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI.

(c) Taxpayer identification. The Offeror shall provide with its offer the following information that is necessary to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and the implementing IRS regulations:

(1) Taxpayer identification number (TIN)

[ ] TIN: ____;

[ ] TIN has been applied for; or

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government; or

[ ] Offeror is an agency or instrumentality of the Federal Government.

(2) Type of organization.

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4; or

[ ] Other.

(3) Common parent.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision; or

[ ] Name and TIN of common parent:

Name: ____

TIN: ____

(4) The TIN provided in paragraph (c)(1) of this provision may be matched with IRS records to verify the accuracy of the Offeror's TIN. The Government may use the TIN to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S. C. 7701(c)(3)).

(d) Commercial and Government Entity (CAGE) code.

(1) The Offeror shall provide its CAGE code with its offer with its name and location address or

otherwise include it prominently in its offer. The CAGE code shall be for that name and location address. Insert the word "CAGE" before the code. The Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	Then…
Located in the United States or its outlying areas	Submit a request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and its country is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located outside the United States and its outlying areas and its country is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(2) The Offeror shall provide the CAGE code and legal business name (Do not use a "doing business as" name) for-

(i) Its immediate owner(s), if any;

(ii) Its highest-level owner, if any; and

(iii) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

Owner Type	CAGE Code	Legal Business Name
Immediate owner	____	____
Highest-level owner	____	____
Predecessor*	____	____

* Predecessor CAGE code may be marked "Unknown."

(3) If the Offeror has more than one immediate owner (such as a joint venture), give the information for each owner (or joint venture participant). If the Offeror has more than one predecessor, provide information for each predecessor in reverse chronological order.

(End of provision)

52.209-11 Representation by Corporations 2026-02

Regarding Delinquent Tax
Liability or a Felony Conviction
under any Federal Law.
(Deviation 2026-O0038)

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)

52.211-14 Notice of Priority Rating for 2008-04

National Defense, Emergency Preparedness, and Energy Program Use.

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; [X] 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)

52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	2020-06

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 [X] 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 [X] 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 Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.227-7992	Identification and Assertion of Use, Release, or Disclosure Restrictions. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02

IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (DEVIATION 2026-O0036) (FEB 2026)

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

"Computer software" is defined in--

(1) The 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services; or

(2) If this solicitation contemplates a contract under the Small Business Innovation Research Program or Small Business Technology Transfer Program, the 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

"SBIR/STTR data" is defined in the 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

"Technical data" is defined in--

(1) The 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, clause of this solicitation; or

(2) If this solicitation contemplates a contract under the Small Business Innovation Research Program or Small Business Technology Transfer Program, the 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software the Contractor must deliver with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research (SBIR) Program or Small Business Technology Transfer Program (STTR) Program, these requirements apply to SBIR/STTR data that will be generated under the resulting contract and will be delivered with SBIR/STTR data rights and to any other data that will be delivered with other than unlimited rights. Notification and identification are not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the

Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical data or computer software to be delivered with restrictions1 (LIST)5	Basis for assertion2 (LIST)	Asserted rights category3 (LIST)	Name of person asserting restrictions4
____	____	____	____

1 For technical data (other than computer software documentation) related to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

2 Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data relate. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

3 Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR/STTR data generated under a contract resulting from this solicitation or under another contract, limited, restricted, or government purpose rights under a contract resulting from this solicitation or under a prior contract, or specially negotiated licenses).

4 Corporation, individual, or other person, as appropriate.

5 Enter "none" when all data or software will be submitted without restrictions.

Date ____

Printed Name and Title ____

Signature ____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)