SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			HC102826R0053	28-Jul-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	AARON R. BRUEHL	667-890-0214	02:00 PM 19 Aug 2026

9. ISSUED BY CODE HC1028

DISA/DITCO-SCOTT-PL83
2300 EAST DRIVE, BUILDING 3600
SCOTT AFB IL 62225-5406

TEL:
FAX:

10. THIS ACQUISITION IS [ ] UNRESTRICTED OR [X] SET ASIDE: 100 % FOR:

[X] SMALL BUSINESS
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
[ ] HUBZONE SMALL BUSINESS
[ ] EDWOSB
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] 8(A)

NAICS: 337214

SIZE STANDARD: 1,100

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
[ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE HC1085

DISA GLOBAL
401 NORTH YEARLING ST
COLUMBUS OH 43213
MICHAEL REID
TEL: (385) 367-7616 FAX:

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE

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

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

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

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 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: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

TEL:
EMAIL:

31c. DATE SIGNED

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

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

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot		
	Disconnect Election for existing FFP Existing furniture consisting of 69 workstations will be disassembled, removed and disposed of by the con-tractor. The contractor may locate disposal bins for metal and furniture materials disposal on site during the project period. PWS 6.1.1.1. FOB: Destination PSC CD: Z2AB				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lot		
	Demolition/Relocation of furniture FFP Existing furniture identified by the government consisting of 4 workstations will be relocated and oriented to a specified location (collaboration space) within the project area. PWS 6.1.1.2. FOB: Destination PSC CD: Z2AB				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		78	Each		
	Furniture Systems FFP Purchase and Install 78 Workstations to include electrical connection, side panels, supports, and four (4) each monitor arms that attach to workstation railing. PWS 6.2.1.1 FOB: Destination PSC CD: Z2AB				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		312	Each		
	Monitor Arms FFP Purchase and Install monitor Arms that will be adjustable to be able to raise above the desk at least 12 inches and lower down to align with then each workspace with gas spring operated actuation each capable of supporting one (1) 24” monitor. PWS 6.2.1.2 FOB: Destination PSC CD: Z2AB				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		4	Each		

Ladder Racks
FFP
Purchase and Install floor to ceiling poles (ladder racks) that support internal routing of electrical and IT and electrical support wiring for all 78 workstations. Ladder racks will conceal the cables within complement the furniture design and will be installed in a manner that support access to each workstation without obstruction. PWS 6.2.1.3
FOB: Destination
PSC CD: Z2AB

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		24,000	Feet, Inches and Decimal		

CAT6 Cables
FFP
Purchase and Install 156 x 150 ft of new CAT6 cable for both SIPR (Red Cable) and NIPR (Green Cable) from the communications closet above the drop ceiling through the ladder racks and down to each work-station.. PWS 6.2.1.4 - 6.2.1.4.2.
FOB: Destination
PSC CD: Z2AB

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		82	Each		
	Electrical Connections FFP Connect no more than four workstations to each electrical circuit supporting the project area. Workstations will be tested upon completion of electrical connection. PWS 6.2.1.5 FOB: Destination PSC CD: Z2AB				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		120	Each		
	Temporary Wall FFP Purchase and Install Temporary Wall. Provide 120 feet of floor to ceiling base wall construction with a security door assembly.Wall must include sound attenuation materials and intrusion detection/card reader access. PWS 6.2.1.7 -6.2.1.7.2. FOB: Destination PSC CD: Z2AB				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		15,000	Square Foot		
	Carpeting FFP Carpet Installation. PWS 6.4 - 6.4.2.3. FOB: Destination PSC CD: Z2AB				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		82	Each		
	Office Chairs FFP Provide 82 office chairs that conform to the specifications listed in PWS 6.5 - 6.5.1 FOB: Destination PSC CD: Z2AB				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		4	Each		
	Glass White Boards FFP Provide four glass white boards to space identified by the government. PWS 6.6 - 6.6.1 FOB: Destination PSC CD: Z2AB				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		60	Each		
	Wall Lockers FFP Provide 60 wall lockers double stacked 30/30 to space identified by the government. PWS 6.7 - 6.7.1 FOB: Destination PSC CD: Z2AB				
				NET AMT	

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS)

Award/Mod Effective	Version Date
Award	

Contract Number:	TBD at time of Award
Task Order Number:	TBD at time of Award
Contractor Name	TBD at time of Award
Tracking Number:	832674621
Follow-on to Previous Contract and Task Order Number:	N/A

1. Contracting Officer's Representative (COR).

a. Primary COR. See Points of Contact in Contract Administration Data

b. Alternate COR. See Points of Contact in Contract Administration Data

2. Task Order Title. DISA Global Columbus Furniture Upgrade

3. Background. The existing furniture in the selected spaces is not sized or configured to support the DISA Global mission. The spaces require reconfiguration to properly support DISA Global's worldwide cybersecurity/operations mission.

4. Objectives: DISA Global is a premier organization within the Department of War that provides information systems services and communication capabilities worldwide. The objective of this contract is to enable DISA Global to enhance operational capability at the DISA Global Columbus site to effectively execute the mission to support to the Department of War and mission partners.

5. Scope: The successful vender will remove all existing furniture designated on construction drawings and purchase and install new furniture. Installation shall include the reconnecting the furniture to an existing electrical grid and cable network. The installation we be completed as shown on the proposed concept Plans (Attachment A - Furniture Layout). This contract will have an option in and above the base bid to include carpeting of the project area and receipt of 85 office chairs.

5.1 Demolition and installation of proposed furniture and supporting electrical systems as described below. Power and IT Support connectivity will be routed from the ceiling to the workstations with a maximum of 4 workstations to each circuit.

5.2 The base project includes removal and disposal of 77 existing workstations.

5.3 Purchase and install 78 new workstations. The salient features of the furniture are shown on (Attachment B - WS14).

5.3.1 This furniture will also include a minimum of two (2) duplex outlets below the worksurface and two (2) above to support the IT equipment seating on the desk.

5.3.2 Furniture will consist of 68 linear workstations with 10 workstations installed in a circular orientation consistent with drawing I-501 (Attachment A).

5.3.3 Contractor will install Power Poles/Ladder Racks to support the IT and electrical infrastructure and that complement the furniture design.

5.3.4 New CAT6 cabling will be installed from the communications from a communications closet through the ladder racks to the workstations.

5.3.5 All proposed colors and designs will be approved by the government prior to purchase and installation

5.4 Subtask 1 - Submittals - Prepare and submit for review project schedule, shop drawings and proposed layout, as described below to demonstrate the proposed furniture and supporting electrical work meets the requirements of this PWS.

5.5 Contractor Qualifications: Submit contractor qualification for government review and approval.

5.6 Applicable Standards and Guidelines: All work shall be done in accordance with the latest version(s) and/or edition(s) of the following partial list of applicable codes and standards:

- National Electrical Code (NEC, NFPA 70)
- National Fire Protection Association (NFPA)
- Standard for Electrical Safety in the Workplace (NFPA 70E)
- National Electrical Testing Association (NETA)
- International Building Code (IBC)
- Unified Facilities Criteria (UFC)
- Institute of Electrical and Electronics Engineers (IEEE)
- American Society for Testing and Materials (ASTM)
- American National Standards Institute (ANSI)
- NFPA 101 Life Safety Code Handbook
- NFPA 1 Uniform Fire Code

5.7 Contractor work hours will be approved by the government.

5.7.1 Contractor will provide proposed work schedule with associated hours to include weekends if available.

5.7.2 Contractors will be escorted at all times while on site by government personnel.

5.7.3 Contractors will coordinate with government personnel for site access and equipment deliveries at least two working days in advance of activity.

5.8 All technical questions and/or concerns with this PWS or project after award are to be addressed and answered by DISA's Technical POC. If there are conflicting statements, the order of precedence shall be first, the text of this PWS, second, attachments to this PWS, and third, standards and guidelines referenced above. DISA Global on site POC is the Authority Having Jurisdiction (AHJ) for this project.

6. Performance Requirements.

6.1 **Task 1 – Demolition/Relocation**

6.1.1 Demoliton/Relocation of Furniture:

6.1.1.1 Existing furniture consisting of 69 workstations will be disassembled, removed and disposed of by the contractor. The contractor may locate disposal bins for metal and furniture materials disposal on site during the project period.

6.1.1.2 Existing furniture identified by the government consisting of 4 workstations will be relocated and oriented to a specified location (collaboration space) within the project area.

6.2 **Task 2 – Installation**

6.2.1 Installation of furniture:

6.2.1.1 Purchase and Install 78 Workstations to include electrical connection, side panels, supports, and four (4) each monitor arms that attach to workstation railing.

6.2.1.2 Purchase and Install monitor Arms that will be adjustable to be able to raise above the desk at least 12 inches and lower down to align with then each workspace with gas spring operated actuation each capable of supporting one (1) 24” monitor.

6.2.1.3 Purchase and Install floor to ceiling poles (ladder racks) that support internal routing of electrical and IT and electrical support wiring for all 78 workstations. Ladder racks will conceal the cables within complement the furniture design and will be installed in a manner that support access to each workstation without obstruction

6.2.1.4 Purchase and Install 156 x 150 ft of new CAT6 cable for both SIPR (Red Cable) and NIPR (Green Cable) from the communications closet above the drop ceiling through the ladder racks and down to each workstation.

6.2.1.4.1 CAT6 Cable will be S/FTP (Screened/Foiled Twisted Pair): Each individual pair is wrapped in foil, and an overall braided screen provides maximum protection for EMI-heavy environments.

6.2.1.4.2 Provide 8 x 150 ft of new CAT6 S/FTP to support relocated furniture to collaboration space.

6.2.1.5 Electrical Connections. Connect no more than four workstations to each electrical circuit supporting the project area. Workstations will be tested upon completion of electrical connection.

6.2.1.6 Provide unique keys for each workstation/cubicle. Include core and master keys. Provide a key box that can accommodate all keys.

6.2.1.7 Purchase and Install Temporary Wall. Include the following requirements.

6.2.1.7.1 Provide 120 feet of floor to ceiling base wall construction with a security door assembly.

6.2.1.7.2 Wall must include sound attenuation materials and intrusion detection/card reader access.

6.3 **Task 3 - Project Schedule, Proposed Layout, Submittals and General Requirements**

6.3.1 Performance Requirements.

6.3.1.1 Project Schedule - Develop a detailed 60 day project schedule. The project schedule shall identify phases and key dates that require action on part of the tenants. These dates shall include, but not limited to, submittals/shop drawings, phasing, vacate existing space, start work, authorized service interruption (ASI), installation milestones, commissioning dates, available move-in dates, and completion dates for proposed furniture. If required, Update schedule within 48 hours of changes.

6.3.1.2 Existing Conditions - The vendor shall review the attached documents and perform a site visit to gain a complete understanding of the scope of work required for the project. The vendor shall make a sufficient site investigation to evaluate all existing conditions related to this project.

6.3.1.3 Proposed Furniture Layout - The vendor shall prepare and submit proposed furniture layouts, product data, color/finish sample, 3D rendering drawings and a furniture parts list to meet the end user's requirements, as shown in the attached proposed Concept Plans (Attachment A), and (Attachment B). Proposed layouts shall meet all applicable codes and guidelines, including but not limited to Architectural Barriers Act (ABA), Americas with Disabilities Act and Architectural Barriers Act Accessibility Guidelines, and National Fire Protection Associations (NFPA) 101 Life Safety Code.

Dimensions shown on the Concept Plans and Layouts show nominal dimensions and actual dimensions can vary based on manufacturer's standard dimensions. The intent is to use furniture manufacturer's standard components and sizes. Similar layouts will be acceptable if the proposed layout meets the number and approximate size of workstations shown and meets the basic intent of the Concept Plan (Attachment A) and (Attachments B), and the requirements described in this PWS. Alternate layouts must fit within the proposed work area shown on the Concept Plans.

6.3.1.4 Electrical Submittal – The vendor shall prepare and submit for review shop drawings, product data and other information as required to show the proposed electrical work meets the site conditions, the requirements of this PWS and will support the proposed furniture. Submittals shall include, but not limited to one-line diagrams, conductor/conduit sizing, physical layout of equipment and feeder runs, notations, Arc Flash Label data (including calculations), and other pertinent information to demonstrate compliance with the 2014 NEC and applicable standards.

6.3.1.5 Lock-Out Tag-Out (LOTO) Plan.
The government shall have two weeks to review and approve or note corrective actions. The contractor is highly encouraged to pre-coordinate items prior to formal submissions to facilitate smooth project execution.

6.3.1.6 HAZCON – Electrical work may require a HAZCON. A HAZCON is defined as an operationally (not safety) hazardous condition in which critical loads are limited to one power source or subjected to a single point of failure.

6.3.1.7 Method of Proceeds (MOP) to accompany ASI requests.

6.3.1.8 Close-Out Documents - Submit, product warranties, as-built drawings, installed equipment list for the Government's review and acceptance.

6.3.1.8.1 Warranties – All products shall have a warranty covering all materials and workmanship for a minimum of 5 years.

6.4 Carpeting - OPTIONAL

6.4.1 Demolition of carpet

6.4.1.1 Remove existing carpet from the project area.

6.4.1.2 Removed carpet will be disposed of by the contractor off site.

6.4.2 Installation of new carpet

6.4.2.1 Install new carpeting in the project area.

6.4.2.2 New carpeting will be heavy duty commercial grade.

6.4.2.3 New carpeting will only be cut/modified on the edges of the project area to ensure uniformity throughout.

6.4.2.4 New carpet will consist of removable squares no less than one foot by one foot and no greater than two feet by two feet.

6.4.2.5 Contractor will provide carpet samples to the government for review and approval prior to purchase and installation.

6.5 **Office Chairs - OPTIONAL**

6.5.1 Provide 82 office chairs that conform to specifications provided below.

- Black Web seat pan
- Black Web back
- Tilt limiter, seat angle adjustments, forward tilt
- Adjustable seat height
- Tilt tension knob
- Fully adjustable arms
- Polyurethane arm pads
- Be able hold up to 300 LBS
- Adjustable lumbar support
- Black Graphite base frame
- 5 Caster – (Black in color) --2 ½ size for carpet floors

6.6 **Glass White Boards** – **OPTIONAL**

6.6.1 Provide four (4) glass white boards to space identified by the government.

- Dimensions will be no less than 74” x 42”
- French cleat rear support
- Magnetic
- Borderless

6.7 **Lockers** – **OPTIONAL**

6.7.1 Provide 60 wall lockers double stacked 30/30 to space identified by the government.

- No less than 1 foot wide by 3 feet in height and one foot in depth
- Metal construction
- No lock
- Swing down hasp that can support a personal lock
- Air vents on the face of each locker

Deliverables:

PWS Task#	Deliverable Title	Format	Due Date	Distribution/ Copies	Frequency and Remarks
6.3.1.1	Project Schedule	PDFs	7 calendar days after award	Standard Distribution*	Once, if changed resubmit
6.3.1.3	Furniture Layout, parts list, color samples and enlarged typical furniture layouts	AutoCAD 2015, PDFs & physical samples	15 Calendar days after award	Standard Distribution*	Preliminary 15 Days Final 30 Days
6.3.1.4	Electrical Submittal	PDFs or MS Word	15 Calendar days after award	Standard Distribution*	Preliminary 15 Days Final 30 Days

6.3.1.5	Lock-Out Tag-Out Plan	PDFs or MS Word	20 Calendar days after award	Standard Distribution*	On-going, required for each event
6.3.1.7	Methods of Proceeds (MOPs)	PDFs or MS Word	30 days prior to event	Standard Distribution*	On-going, required for each event
6.3.1.8	Close-Out Document	AutoCAD 2015, PDFs, and MS Word	20 days after completion of installation	Standard Distribution*	Once,

7. Performance Standards.

Performance Standard	Acceptable Quality Level (AQL)	Methods
	100% all furniture has been installed as outline in the PWS	DISA GLOBAL POC will inspect each workstation to make sure it meets our requirements as outlined in the PWS above.

8. Incentives. NONE

9. Place of Performance.

Mission Location: Defense Supply Center Columbus, OH. 3990 E Broad Street, Bldg 10, Whitehall, Ohio 43213.

Place of Performance: Work to be performed on-stie at a Government Facility. The contractor may be required to account for the physical location of their personnel should this information be required by the COR.

10. Period of Performance. Date of delivery through twelve (12) months.

11. Security Requirements. The contractor shall coordinate site visits with site POCs at least 72 hours prior to requiring any site access. Contractor personnel without security clearances performing any task under this PWS must be escorted by Government personnel who are cleared.

References:

a. DISA Form 786, DISA Statement of Information System Use and Acknowledgement of User Responsibilities
b. DISA Policy Letter, Unauthorized Connections to Network Devices, 11 September 2013
c. DISA Instruction 240-110-8, Information Security
d. DISA Instruction 240-110-36, Personnel Security
e. DISA Instruction 240-110-38, Industrial Security
f. DISA Instruction 240-110-43, Insider Threat Program
g. DISA Instruction 630-230-19, Cybersecurity
h. DoDM 5200.01, Vol 1-4 Information Security Program, 24 February 2012
i. DOD 5200.02, Procedures for the DoD Personnel Security Program, 3 April 2017
j. DoD Instruction 5200.48, Controlled Unclassified Information (CUI), 6 March 2020
k. DOD 5220.22-M, National Industrial Security Program Operating Manual, February 2006 Incorporating Change 02 May 2016

11.1 Facility Security Clearance. The work to be performed under this contract/order is unclear and contractor will be escorted all the time. Facility Clearance from the Defense Counterintelligence and Security Agency is not required

11.2 Security Clearance. All personnel performing on or supporting a DISA contract/order in any way shall be U.S. citizens. The personnel security requirements for this contract/order cover the individuals supporting the Task Areas delineated in the table below. Contractor personnel must possess the interim or final security clearance eligibility delineated in the table below when performance starts.

PWS Task/Subtask	Number of Security Clearance Levels	Access	Justification for Access to Classified
No Tasks require security clearance	NA	NA	NA

11.3 Investigation Requirements. All personnel requiring Secret access under this contract/order shall undergo a favorably adjudicated Tier 3 (T3) Investigation formerly known as a National Agency Check, Local Agency Check and Credit Check or Access National Agency Check and Inquiries as a minimum investigation. The Tier 3 Investigation will be maintained current within 10-years and requests for Secret Periodic Reinvestigations will be initiated by submitting a Tier 3R investigation prior to the 10-year anniversary date of the previous Tier 3 Investigation.

11.3.2 The contractor is required to have personnel cleared with an interim or final Top Secret or Secret (as specified in the table located in section 11.2) at contract start date. If contractor personnel are replaced during performance of the contract, replacement personnel should also have interim or final clearance Top Secret or Secret (as specified in the table located in section 11.2).

11.4 Visit Authorization Letters (VAL). Visit requests shall be processed and verified through the Defense Information System for Security (DISS) to SMO DKABAA10. (Include other DISS SMO codes as applicable. A complete list of DISA DISS SMO codes can be found at https://disa.deps.mil/ORG/MP6/mp61/industrialsecurity/Shared%20Documents/Forms/AllItems.aspx). DISS visits for contracts/orders are identified as “Other” or “TAD/TDY” and will include the Contract/Order Number and ADP/IT-Access level of the contract/order in the Additional Information section. Contractors that do not have access to DISS may submit visit authorizations by e-mail in a password protected .pdf to the Contracting Officer Representative (COR) or Alternate COR specified in Section 1.0.

If DISS is not available, the VAL must contain the following information on company letterhead

- Company name, address, telephone number, facility security clearance
- CAGE CODE
- Contract/Order Number
- Name, SSN, date and place of birth, and citizenship of the employee intending to visit
- Certification of personnel security clearance and any special access authorizations required for the visit (type of investigation & date, adjudication date & agency, and IT access level)
- Name of COR/Alt COR
- Dates or period the VAL is to be valid

11.5 Security Contacts**.** DISA Security Personnel can be contacted for Industrial or Personnel Security related issues at (301) 225-1235 or via mail at:

Defense Information Systems Agency
ATTN: MP61, Industrial Security
Command Building

Defense Information Systems Agency
ATTN: MP62, Personnel Security
Command Building

6910 Cooper Ave.
Fort Meade, MD 20755-7088

6910 Cooper Ave.
Fort Meade, MD 20755-7088

11.6 Information Security and other miscellaneous requirements.

11.6.1 Contractor personnel shall comply with all local security requirements including entry and exit control for personnel and property at the government facility.

11.6.2 Contractor employees shall be required to comply with all Government security regulations and requirements. Initial and periodic safety and security training and briefings will be provided by Government security personnel. Failure to comply with Government security regulations and requirements shall require the company to provide the Government with a written remediation/corrective action plan; furthermore, failure to comply with such requirements can be cause for removal and the contractor will not be able to provide service on this contract/order.

11.6.3 Contractor employees with an incident report in DISS who have had their access to classified suspended will not be permitted to fill positions requiring access to classified information on a DISA contract/order.

11.6.4 The Contractor shall not divulge any information, classified or unclassified, about DoD files, data processing activities or functions, user identifications, passwords, or any other knowledge that may be gained, to anyone who is not authorized to have access to such information. The Contractor shall observe and comply with the security provisions in effect at the DoD facility. Identification shall be worn and displayed as required.

11.6.5 DISA retains the right to request removal of contractor personnel regardless of prior clearance or adjudication status, whose actions, while assigned to this contract, clearly conflict with the interest of the Government.

11.6.6 Contractor personnel will generate or handle documents that contain Controlled Unclassified Information at the Government facility.

11.6.7 The Contractor shall afford the Government access to the contractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract/order. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of data or to the function of information technology systems operated on behalf of DISA or DoD, and to preserve evidence of computer crime.

12. Government Furnished Property (GFP) NOT APPLICABLE

/Government-Furnished Equipment -- The government will provide existing equipment/furniture noted in this PWS to be removed, reconfigured, and reinstalled. All items not specifically noted that cannot be reused and not salvaged by DISA will be disposed by the vendor.

(GFE)/ Government-Furnished Information (GFI). NOT APPLICABLE

13. Other Pertinent Information or Special Considerations.

a. Identification of Possible Follow-on Work NOT APPLICABLE

b. Identification of Potential Conflicts of Interest (COI). NOT APPLICABLE
c. Identification of Non-Disclosure Requirements NOT APPLICABLE

Deliverables:

d. Packaging, Packing and Shipping Instructions. NOT APPLICABLE

e. Inspection and Acceptance Criteria. NOT APPLICABLE

f. Property Accountability. NOT APPLICABLE

g. Transitioning. NOT APPLICABLE

1. Transition-In (Phase In). NOT APPLICABLE
2. Transition-Out (Phase Out). NOT APPLICABLE

h. Supply Chain Risk Management (SCRM). NOT APPLICABLE
i. Training. NOT APPLICABLE

14. Section 508 Accessibility Standards. The following Section 508 Accessibility Standard(s) (Technical Standards and Functional Performance Criteria) are applicable (if box is checked) to this acquisition.

Technical Standards

☐ 1194.21 - Software Applications and Operating Systems
☐ 1194.22 - Web Based Intranet and Internet Information and Applications
☐ 1194.23 - Telecommunications Products
☐ 1194.24 - Video and Multimedia Products
☐ 1194.25 - Self-Contained, Closed Products
☐ 1194.26 - Desktop and Portable Computers
☐ 1194.41 - Information, Documentation and Support

The Technical Standards above facilitate the assurance that the maximum technical standards are provided to the Offerors. Functional Performance Criteria is the minimally acceptable standards to ensure Section 508 compliance. This block is checked to ensure that the minimally acceptable information and communication technology (ICT) products are proposed.

Functional Performance Criteria

☒ 1194.31 - Functional Performance Criteria

All work must be operational before contract is finished and close out starts.

PRE-PROPOSAL SITE VISIT

1. Pre-Proposal Site Visit

1.1 A site visit will be offered at the place of performance identified in the PWS, during which vendors may obtain a better understanding of the work required. Vendors are strongly urged to attend this site visit to fully inform themselves about the location and conditions for the work to be performed.
Project: DISA Global COLUMBUS FURNITURE Upgrade
Site visit date and time: August 4th, 2026

1.2 All questions from the site visit, must be submitted in writing to the Contracting Officer no later than seven (7) working day after the site visit. A record of the site visit and answers to the questions submitted will be distributed to all contractors as an amendment to the solicitation. Contractors are cautioned that, notwithstanding any remarks or clarifications given at the site visit, all terms and conditions of the contract apply unless changed in writing by the Contracting Officer.

- Questions due: Wednesday, August 19, 2026

1.3 Due to security concerns, we must limit access to the facility and request each interested company limit their representative to no more than two (2) people per company (2 per prime and 2 per subs).

2. CONTRACTORS/Non-DISA EMPLOYEES Visit Authorization Request (VAR):

2.1 VARs will be submitted on company letterhead and include ALL the information below for all individuals requesting visit access to DISA DECC Columbus facilities:

- NAME: First name, Middle initial and Last Name
- SSN: Last 4 of Social Security Number (**full SSN required for UNESCORTED access**)
- POB: Place and date of birth
- CITIZENSHIP: Citizenship of the individual (must be U.S.)
- POC: POC at DISA Columbus (this is NOT the Security POC)
- PURPOSE: Purpose of the visit
- DATES OF VISIT: Dates of visit (Dates can be up to a one-year period)
- CLEARANCE: Clearance level of the individual (Secret, etc.)
- COMPANY or AGENCY: Name of Visitor's Company
- COMPANY or AGENCY INFO: Name, title, phone, fax number and signature of security official/supervisor who certifies the authenticity of the individual/facility clearance data found on the VAR/VAL. The certifying official may **NOT** be anyone listed on the VAR/VAL.
  Sending a VAR via DISS Non-SCI and SCI Visits:

  DISS: Non-SCI SMO Code **DKAWCB**
  DKAWCB-DISA COLUMBUS-122
  - POC listed should be technical POC, NOT the Security POC

  DISS: SCI SMO Code **DKAWCB3 (only use if VISIT is SCI… not the visitor)**
  DISA, DECC COLUMBUS-DKAWCB3-100
  - POC listed should be technical POC, NOT the Security POC

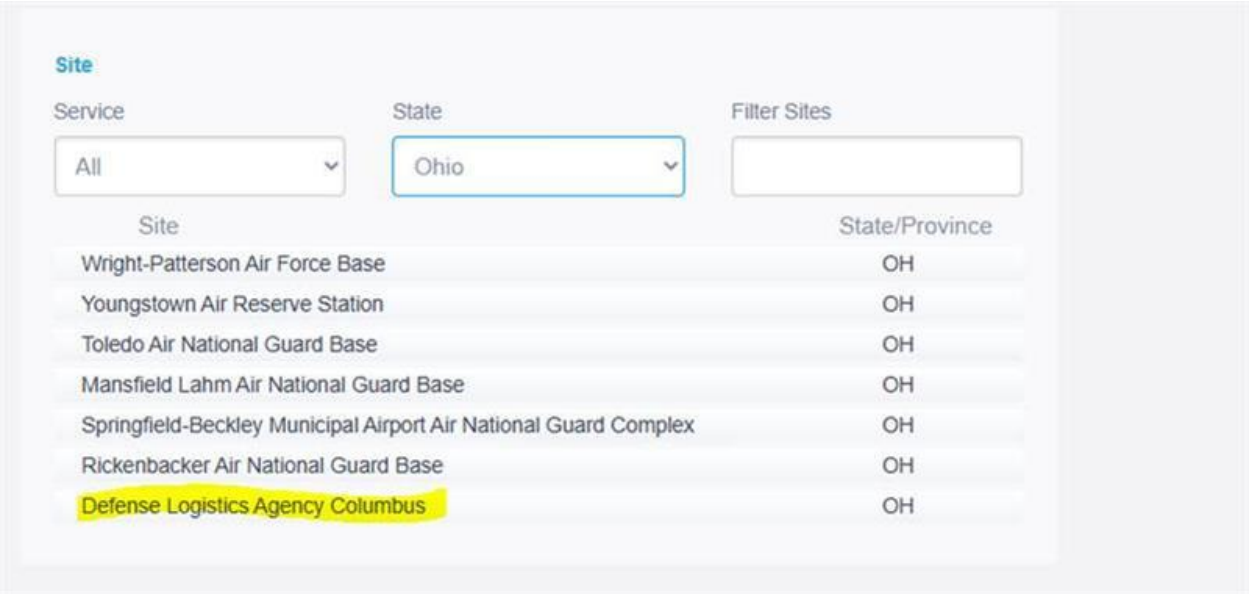
3. Please provide email that a visit request was sent via DISS to email below.

3.1 Email: Preferred -> **disa.dscc.eis.mbx.cols-security-manager@mail.mil**

3.2 Emergency -> disa.meade.hacc.list.compute-ops-hc34c-dc-visit-request-col@mail.mil

3.3 For DBIDS, vendors please use the Columbus Site Lead as the POC.

- Select DEFENSE LOGISTICS AGENCY COLUMBUS.



3.4 POC Information

- Mr. Tracy Johnson
- DG35 Network Assurance Chief
- Defense Information Systems Agency (DISA)
- Desk Phone: 614-692-4455
- Teams Phone: 667-891-6011
- Mobile Phone: 614-377-3004
- DSN: 850-4455

3.5 If vendors/visitors are bringing laptops, please notify the POC above.

- A property pass will be required of government employees.
- Non-Government will need to notify security when you get your visitor badges.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government
0011	N/A	N/A	N/A	Government
0012	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	21-NOV-2026	1	DISA GLOBAL 401 NORTH YEARLING ST COLUMBUS OH 43213 MICHAEL REID (385) 367-7616 FOB: Destination	HC1085
0002	21-NOV-2026	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1085
0003	21-NOV-2026	78	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1085
0004	21-NOV-2026	312	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1085
0005	21-NOV-2026	4	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1085
0006	21-NOV-2026	24,000	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1085
0007	21-NOV-2026	82	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1085
0008	21-NOV-2026	120	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1085
0009	21-NOV-2026	15,000	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1085
0010	21-NOV-2026	82	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1085
0011	21-NOV-2026	4	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1085
0012	21-NOV-2026	60	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1085

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

Additional Accounting and Appropriation Data

97X4930.5F20 000 C1013 0 068142 2F

CLIN/SubCLIN	Purchase Request Number	Obligated Amount

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H1 ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (OCCI) (JAN 2020)

If the contractor or a subcontractor breaches any of the OCCI restrictions of the contract, to include any OCCI mitigation plan submitted with its offer, or does not disclose or misrepresents any relevant facts concerning its conflict of interest, the government may take appropriate action, including terminating the contract, in addition to any remedies that may be otherwise permitted by the contract or operation of law.

(End of text)

Section I - Contract Clauses

252.240-7995

252.240-7995 Prohibition on Contract Awards with Entities That Contract with Lobbyists for Chinese Military Companies—Representation.

As prescribed in 240.7003-5(b), use the following clause:

PROHIBITION ON CONTRACT AWARDS WITH ENTITIES THAT CONTRACT WITH LOBBYISTS FOR CHINESE MILITARY COMPANIES—REPRESENTATION (JUN 2026) (DEVIATION 2026-O0025)

(a) Definitions. As used in this provision—

Chinese military company means any entity, regardless of geographic location, that is—

(1) An entity that is currently identified in the list published in the Federal Register by the Secretary pursuant to section 1260H of the NDAA for FY 2021 (Pub. L. 116-283);

(2) An entity that is currently identified in the non-specially designated Nationals (SDN) Chinese military industrial complex companies list (NS-CMIC List) published in the Federal Register by the Department of the Treasury or on the website of the Department of the Treasury's Office of Foreign Assets Control (OFAC);

(3) A People's Republic of China entity currently identified on the entity list published in the Federal Register by the Department of Commerce, which is found at Supplement No. 4 to Part 744 of the Export Administration Regulation (EAR); or

(4) An entity owned or controlled by, or affiliated with, an element of the government or armed forces of the People's Republic of China, or a subsidiary, affiliate including any parent or holding company, or any entity subject to the control of an entity described in paragraphs (1), (2), or (3) of this definition.

Covered lobbyist means an entity that engages in lobbying activities for any entity determined to be a Chinese military company listed in accordance with section 1260H of the NDAA for FY 2021 (Pub. L. 116-283).

Attachment A1

DARS Tracking Number: 2026-O0025, Rev. 1

Revolutionary Federal Acquisition Regulation (FAR) Overhaul Part 40

Defense FAR Supplement (DFARS) Part 240

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Lobbying activities (2 U.S.C. 1602(7)) means lobbying contacts (2 U.S.C. 1602(8)) and efforts in support of such contacts, including preparation and planning activities, research and other background work that is intended, at the time it is performed, for use in contacts, and coordination with the lobbying activities of others.

(b) Representation. The Offeror represents by submission of its offer that it is not an entity, a parent company of such entity, or a subsidiary of such entity that is a party to a contract with a covered lobbyist.

(c) Exception. This prohibition does not apply with respect to an entity that made reasonable inquiries regarding the lobbying activities of another entity and determined such entity was not a covered lobbyist.

(End of provision)

CLAUSE 252.240-7007

252.240-7007 Prohibitions Relating to Chinese Military Companies.

As prescribed in 240.7003-5(c), use the following clause:

PROHIBITIONS RELATING TO CHINESE MILITARY COMPANIES (DEVIATION 2026-O0025) (JUN 2026)

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Chinese military company means any entity, regardless of geographic location, that is—

(1) An entity that is currently identified in the list published in the Federal Register by the Secretary pursuant to section 1260H of the NDAA for FY 2021 (Pub. L. 116-283);

(2) An entity that is currently identified in the non-specially designated Nationals (SDN) Chinese military industrial complex companies list (NS-CMIC List) published in the Federal Register by the Department of the Treasury or on the website of the Department of the Treasury's Office of Foreign Assets Control (OFAC);

(3) A People's Republic of China entity currently identified on the entity list published in the Federal Register by the Department of Commerce, which is found at Supplement No. 4 to Part 744 of the Export Administration Regulation (EAR); or

(4) An entity owned or controlled by, or affiliated with, an element of the government or armed forces of the People's Republic of China, or a subsidiary, affiliate including any parent or holding company, or any entity subject to the control of an entity described in paragraphs (1), (2), or (3) of this definition.
Commerce Control List means the Export Administration Regulations in 15 CFR part 774, supplement no. 1.
Control has the meaning given that term in 31 CFR 800.208 or any successor regulations.
Covered products and services means products and services on the munitions list of the International Traffic in Arms Regulations.

Interconnection arrangement means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B or sharing data and other information resources.
Non-specially designated nationals (SDN) Chinese military-industrial complex company means any entity on the Non-SDN Chinese military-industrial complex companies list—
(1) Established pursuant to Executive Order 13959 as amended; and
(2) Maintained by the Office of Foreign Assets Control of the Department of the Treasury.
Other covered company means an entity that is owned or controlled by the government of the People’s Republic of China and that the Secretary certified to the Congressional defense committees, to be a company that must be covered for national security reasons.
Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
(b) Scope. This clause implements the following:
(1) Section 1211 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2006 (Pub. L. 109-163).
(2) Section 1296 of the NDAA for FY 2017 (Pub. L. 114-328).
(3) Section 857(b) of the NDAA for FY 2023 (Pub. L. 117-263).
(4) Section 805 of the NDAA for FY 2024 (Pub. L. 118-31).
(c) Prohibitions on awards with Chinese Military Companies. (1) Covered products or services prohibition. The Contractor must not acquire covered products and services, through a contract or subcontract at any tier, from any—
(i) Chinese military company;
(ii) Non-specially designated nationals (SDN) Chinese military-industrial complex company; or
(iii) Other covered company.
(2) Entity prohibition. The Contractor must not award, renew, or extend a contract (e.g., exercise an option) for the procurement of products or services with an

entity that is identified as—
(i) A Chinese military company operating in the United States; or
(ii) An entity that is subject to the control of a Chinese military company.
(3) Exceptions. (i) The prohibition at paragraph (c)(1) does not apply to components and parts of covered products unless the components and parts are themselves covered by the USML or the 600 series of the CCL.
(ii) The prohibition under paragraphs (c)(2) does not apply—
(A) When awarding, renewing, or extending a contract (e.g., exercising an option) for the procurement of products or services that provides a service that connects to the facilities of a third party, including backhaul, roaming, or interconnection arrangements;
(B) To contracts awarded prior to June 30, 2027, including when such contracts are modified, extended, or renewed; or
(C) To components.

(d) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts.
(End of clause)

252.240-7996
252.240-7996 Prohibition on Awards to Chinese Military Companies—Representation.
As prescribed in 240.7003-5(a), use the following provision:
PROHIBITION ON CONTRACT AWARDS TO CHINESE MILITARY COMPANIES—REPRESENTATION (JUN 2026) (DEVIATION 2026-O0041)
(a) Definitions. As used in this provision—
Chinese military company means any entity, regardless of geographic location, that is—
(1) An entity that is currently identified in the list published in the
Federal Register by the Secretary pursuant to section 1260H of the National Defense Authorization Act for Fiscal Year 2021 (Pub. L. 116-283);
(2) An entity that is currently identified in the non-specially
designated Nationals Chinese military industrial complex companies list published in the Federal Register by the Department of the Treasury or on the website of the Department of the Treasury's Office of Foreign Assets Control;
(3) A People's Republic of China entity currently identified on the
entity list published in the Federal Register by the Department of Commerce, which is found at Supplement No. 4 to Part 744 of the Export Administration Regulation; or
(4) An entity owned or controlled by, or affiliated with, an element of the government or armed forces of the People's Republic of China, or a subsidiary, affiliate including any parent or holding company, or any entity subject to the control of an entity described in paragraphs (1), (2), or (3) of this definition.
Control has the meaning given that term in 31 CFR 800.208 or any successor regulations.
(b) Prohibition. In accordance with section 805 of the National Defense Authorization Act for Fiscal Year 2024 (Pub. L. 118-31), DoD must not award a contract to an entity that is—
(1) A Chinese military company operating in the United States; or

(2) An entity that is subject to the control of a Chinese military company.
(c) Representation. The Offeror represents by submission of its offer that it is not a Chinese military company or an entity that is subject to the control of a Chinese military company.
(End of provision)

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.204-7 Alt I	System for Award Management-Registration-- Alternate I	FEB 2026
52.204-13 Alt I	System for Award Management Maintenance - Alternate I	FEB 2026
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-7	Information Regarding Responsibility Matters	FEB 2026
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	FEB 2026
52.212-4	Terms and Conditions--Commercial Products and Commercial Services	FEB 2026
52.214-12	Preparation Of Bids	APR 1984

52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	FEB 2026
52.219-33	Nonmanufacturer Rule	FEB 2026
52.222-50	Combating Trafficking in Persons	FEB 2026
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.224-3	Privacy Training	JAN 2017
52.226-8	Encouraging Contractor Policies To Ban Text Messaging While Driving	MAY 2024
52.229-11	Tax on Certain Foreign Procurements--Notice and Representation	JUN 2020
52.229-12	Tax on Certain Foreign Procurements	FEB 2021
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-3	Protest After Award	FEB 2026
52.233-4	Applicable Law for Breach of Contract Claim	FEB 2026
52.243-1	Changes--Fixed Price	FEB 2026
52.244-6	Subcontracts for Commercial Products and Commercial Services	APR 2026
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7012 (Dev)	Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2024-O0013 REVISION 1)	MAY 2024
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7022	Expediting Contract Closeout	MAY 2021
252.204-7024	Notice on the Use of the Supplier Performance Risk System	MAR 2023
252.211-7003	Item Unique Identification and Valuation	JAN 2023
252.215-7998 (Dev)	Pilot Program to Accelerate Contracting and Pricing Processes. (DEVIATION 2024-O0007)	FEB 2024
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region	JUN 2023
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.247-7023	Transportation of Supplies by Sea	OCT 2024

CLAUSES INCORPORATED BY FULL TEXT

52.204-91 CONTRACTOR IDENTIFICATION (FEB 2026)
Definitions. As used in this clause—
Commercial and Government Entity code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as "CAGE code"); or
(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as "NCAGE code").
Unique entity identifier means an identifier used to identify a specific commercial, nonprofit, or Government entity.
(b) Unique entity identifier (UEI). The Contractor shall ensure that its UEI is maintained throughout the life of the contract.
(c) Commercial and Government Entity (CAGE) code. The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. The Contractor shall request changes to a CAGE code as indicated in the following table.

If the Contractor is…	Then…
Registered in the System for Award Management (SAM)	Initiate the change by updating its SAM registration
Located in the United States or its outlying areas and is not registered in SAM	Submit a change request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and is not registered in SAM	Request a change by contacting the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts) or NSPA (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

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

52.208-90 GOVERNMENT SUPPLY SOURCES (FEB 2026)
The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. The provisions of the clause at FAR 52.245-1, Government Property, apply to all property acquired under such authorization.
(End of clause)

52.216-1 TYPE OF CONTRACT (FEB 2026) ALTERNATE 1 (FEB 2026)
The Government contemplates award of a Firm Fixed Price (FFP)[Contracting Officer insert specific type of contract] contract resulting from this solicitation.

(a) Offerors may propose an alternative contract type.

(End of provision)

52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026)
(a) Definitions. As used in this clause—
Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.
Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.
(b) In connection with the performance of work under this contract, the Contractor agrees as follows:
(1) The Contractor will not engage in any racially discriminatory DEI activities.
(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause.
(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts.
(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer.
(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).
(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, for which the place of delivery or performance is in the United States.
(End of clause)

52.223-23 SUSTAINABLE PRODUCTS (FEB 2026)

(a) Definitions. As used in this clause—

Sustainable product means—

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

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

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

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

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

(1) Delivered to the Government;

(2) Furnished for use by the Government;

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

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

End of clause

52.232-90 FAST PAYMENT PROCEDURE (FEB 2026)
(a) General. The Government will pay invoices based on the Contractor's delivery to a post office or common carrier (or, if shipped by other means, to the point of first receipt by the Government).
(b) Responsibility for supplies.
(1) Title to the supplies passes to the Government upon delivery to—
(i) A post office or common carrier for shipment to the specific destination; or
(ii) The point of first receipt by the Government, if shipment is by means other than Postal Service or common carrier.
(2) Notwithstanding any other provision of the contract, order, or blanket purchase agreement, the Contractor shall—
(i) Assume all responsibility and risk of loss for supplies not received at destination, damaged in transit, or not conforming to purchase requirements; and
(ii) Replace, repair, or correct those supplies promptly at the Contractor's expense, if instructed to do so by the Contracting Officer within 180 days from the date title to the supplies vests in the Government.
(c) Preparation of invoice.
(1) Upon delivery to a post office or common carrier (or, if shipped by other means, the point of first receipt by the Government), the Contractor shall—
(i) Prepare an invoice as provided in this contract, order, or blanket purchase agreement; and
(ii) Display prominently on the invoice “FAST PAY.” Invoices not prominently marked “FAST PAY” via manual or electronic means may be accepted by the payment office for fast payment. If the payment office declines to make fast payment, the Contractor shall be paid in accordance with procedures applicable to invoices to which the Fast Payment clause does not apply.
(2) If the purchase price excludes the cost of transportation, the Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The Contractor shall not include the cost of parcel post insurance. If transportation charges are stated separately on the invoice, the Contractor shall retain related paid freight bills or other transportation billings paid separately for a period of three years and shall furnish the bills to the Government upon request.
(3) If this contract, order, or blanket purchase agreement requires the preparation of a receiving report, the Contractor shall either—
(i) Submit the receiving report on the prescribed form with the invoice; or
(ii) Include the following information on the invoice:
(A) Shipment number.
(B) Mode of shipment.
(C) At line item level—
(1) National stock number and/or manufacturer's part number;
(2) Unit of measure;
(3) Ship-To Point;
(4) Mark-For Point, if in the contract; and
(5) FEDSTRIP/MILSTRIP document number, if in the contract.
(4) If this contract, order, or blanket purchase agreement does not require preparation of a receiving report on a prescribed form, the Contractor shall include on the invoice the following information at the line item level, in addition to that required in paragraph (c)(1) of this clause:
(i) Ship-To Point.

(ii) Mark-For Point.
(iii) FEDSTRIP/MILSTRIP document number, if in the contract.
(5) Where a receiving report is not required, the Contractor shall include a copy of the invoice in each shipment.
(d) Certification of invoice. The Contractor certifies by submitting an invoice to the Government that the supplies being billed to the Government have been shipped or delivered in accordance with shipping instructions issued by the ordering officer, in the quantities shown on the invoice, and that the supplies are in the quantity and of the quality designated by the contract, order, or blanket purchase agreement.
(e) FAST PAY container identification. The Contractor shall mark all outer shipping containers “FAST PAY.” When outer shipping containers are not marked “FAST PAY,” the payment office may make fast payment. If the payment office declines to make fast payment, the Contractor shall be paid in accordance with procedures applicable to invoices to which the Fast Payment clause does not apply.
(End of Clause)

52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (FEB 2026) ALTERNATE I (FEB 2026)

(a) Definitions. As used in this clause—
American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.
Covered article, as defined in 41 U.S.C. 4713(k), means:
(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.
Covered foreign country means The People’s Republic of China.
Covered telecommunications equipment or services means—
(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
Critical technology means—
(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).
FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.
FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):
(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.
Information technology, as defined in 40 U.S.C. 11101(6)—
(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—
(i) Of that equipment; or
(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;
(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but
(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.
Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—
(1) The Office of the Director of National Intelligence;
(2) The Central Intelligence Agency;
(3) The National Security Agency;
(4) The Defense Intelligence Agency;
(5) The National Geospatial-Intelligence Agency;
(6) The National Reconnaissance Office;
(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
(9) The Bureau of Intelligence and Research of the Department of State;
(10) The Office of Intelligence and Analysis of the Department of the Treasury;
(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
Kaspersky Lab-covered article means any hardware, software, or service that—
(1) Is developed or provided by a Kaspersky Lab-covered entity;
(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or
(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.
Kaspersky Lab-covered entity means—
(1) Kaspersky Lab;
(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";
(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
(4) Any entity of which Kaspersky Lab has a majority ownership.
National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—
(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.
Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.
Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.
Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.
Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.
Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.
Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).
Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).
(b) Prohibitions on providing or using specific products or services in performance of contract. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:
(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));
(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));
(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National

Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—
(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.
(1) Prohibition. The Contractor is prohibited from—
(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);
(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and
(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).
(2) Procedures. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.
(3) Exemptions, exceptions, and waivers. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.
(d) Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.
(1) Certain telecommunications and video surveillance equipment, systems, or services.
(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).
(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—
(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or
(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
(2) Office of Foreign Assets Control Restrictions.
(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.
(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.
(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.
(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.
(3) Sudan prohibition. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) Iran prohibitions.
(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).
(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).
(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).
(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).
(e) Governmentwide exclusion and removal orders.
(1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (e)(1). [Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders:]

Yes	No	DHS FASCSA Order
Yes	No	DoD FASCSA Order
Yes	No	DNI FASCSA Order

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.
(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.
(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).
(f) Reasonable inquiry. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.
(g) Removal of prohibited products and services. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.
(h) General report.
(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:
(i) Contract number and order number, if applicable;
(ii) The specific prohibition the product or service is not complying with;
(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions implemented or recommended.
(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:
(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.
(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.
(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.
(i) New FASCSA orders report.
(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.
(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.
(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:
(i) Contract number and order number, if applicable;
(ii) Name of the covered article or source subject to a FASCSA order;
(iii) The specific FASCSA order the product or service does not comply with;
(iv) The elements of (h)(1)(iii) through (ix) of this clause.
(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.
(End of clause)

52.240-92 SECURITY REQUIREMENTS (FEB 2026)
(a) This clause applies to the extent that this contract involves access to information classified Confidential, Secret, or Top Secret.
(b) The Contractor shall comply with—
(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (32 CFR part 117); and
(2) Any revisions to that manual, notice of which has been furnished to the Contractor.
(c) If, after the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect

any other term or condition of this contract, the contract must be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract
(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.
(e) A subcontractor requiring access to classified information under a contract shall be identified with a CAGE code on the DD Form 254. The Contractor shall require a subcontractor requiring access to classified information to provide its CAGE code with its name and location address or otherwise include it prominently in the proposal. Each location of subcontractor performance listed on the DD Form 254 is required to reflect a corresponding unique CAGE code for each listed location unless the work is being performed at a Government facility, in which case the agency location code shall be used. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award. The contractor shall ensure that subcontractors maintain their CAGE code(s) throughout the life of the contract.
(End of clause)

52.240-93 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (FEB 2026)
(a) Definitions. As used in this clause—
Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.
Federal contract information—
(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but
(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information necessary to process payments).
Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).
Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).
Safeguarding means measures or controls that are prescribed to protect information systems.
(b) Safeguarding requirements.
(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:
(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
(iii) Verify and control/limit connections to and use of external information systems.
(iv) Control information posted or processed on publicly accessible information systems.
(v) Identify information system users, processes acting on behalf of users, or devices.
(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.
(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
(xiv) Update malicious code protection mechanisms when new releases are available.
(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal departments and agencies relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products, other than commercially available off-the-shelf items, or commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.
(End of clause)

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

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

Military installation means a base, camp, post, station, yard, center, or other activity under the jurisdiction of the Secretary of a military department or, in the case of an activity in a foreign country, under the operational control of the Secretary of a military department or the Secretary of Defense (see 10 U.S.C. 2801(c)(4)).

(b) Training. Contractor personnel who require routine physical access to a Federally-controlled facility or military installation shall complete Level I antiterrorism awareness training within 30 days of requiring access and annually thereafter. In accordance with Department of Defense Instruction O-2000.16 Volume 1, DoD Antiterrorism (AT) Program Implementation: DoD AT Standards, Level I antiterrorism awareness training shall be completed--

(1) Through a DoD-sponsored and certified computer or web-based distance learning instruction for Level I antiterrorism awareness; or

(2) Under the instruction of a Level I antiterrorism awareness instructor.

(c) Additional information. Information and guidance pertaining to DoD antiterrorism awareness training is available at https://jko.jten.mil/ or as otherwise identified in the performance work statement.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts, including subcontracts for commercial products and commercial services, when subcontractor performance requires routine physical access to a Federally-controlled facility or military installation.

(End of clause)

252.204-7021 CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) Definitions. As used in this clause-
Controlled unclassified information means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (32 CFR 2002.4(h)).

Current means--
(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status--
(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with--
(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and
(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and
(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with--
(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and
(B) A corresponding affirmation of continuous compliance by an affirming official;
(2) With regard to Final CMMC Status--
(i) Not older than 1 year for Final Level 1 (Self), with--
(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and
(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;
(ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with--
(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and
(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and
(iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with--
(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and
(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and
(3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.
Cybersecurity Maturity Model Certification (CMMC) status means the result of meeting or exceeding the minimum required score for the corresponding assessment. The potential statuses are as follows:
(1) Final Level 1 (Self).
(2) Conditional Level 2 (Self).
(3) Final Level 2 (Self).
(4) Conditional Level 2 (C3PAO).
(5) Final Level 2 (C3PAO).
(6) Conditional Level 3 (DIBCAC).
(7) Final Level 3 (DIBCAC).
Cybersecurity Maturity Model Certification unique identifier (CMMC UID) means 10 alpha-numeric characters assigned to each CMMC assessment and reflected in the Supplier Performance Risk System (SPRS) for each contractor information system.
Federal contract information (FCI) means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government. It does not include information provided by the Government to the public, such as on public websites, or simple transactional information, such as information necessary to process payments.
Plan of action and milestones means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special Publication 800-115 (32 CFR 170.21).
(b) Framework. The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).
(c) Duplication. The CMMC assessments will not duplicate efforts from any other comparable DoD assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.
(d) Requirements. The Contractor shall--
(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: ___ [Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO);

or CMMC Level 3 (DIBCAC)] for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and
(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;
(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level required in paragraph (d)(1) of this clause, or higher;
(3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (https://piee.eb.mil) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;
(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and
(5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.
(e) Reporting. The Contractor shall--
(1) Submit to the Contracting Officer--
(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and
(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;
(2) Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and
(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.
(f) Subcontracts. The Contractor shall--
(1) Insert the substance of this clause, including this paragraph
(f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products and commercial services, excluding commercially available off-the-shelf items, if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and
(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.
(End of clause)

252.223-7998 PROHIBITION ON PROCUREMENT OF CERTAIN ITEMS CONTAINING PERFLUOROOCTANE SULFONATE OR PERFLUOROOCTANOIC ACID (DEVIATION 2022-O0010) (APR 2023)
(a) Effective April 1, 2023, in accordance with section 333 of the William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021 (Pub. L. 116-283), the Department of Defense may not procure any covered items that contain perfluorooctane sulfonate (PFOS) or perfluorooctanoic acid (PFOA).
(b) A covered item means the following:
(1) Nonstick cookware or cooking utensils for use in galleys or dining facilities.
(2) Upholstered furniture, carpets, and rugs that have been treated with stain-resistant coatings.
(c) The Contractor shall not provide any covered items containing PFOS or PFOA in performance of this contract, task order, delivery order, or blanket purchase agreement order.

(d) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts for any covered item, including subcontracts for commercial products (including commercially available off-the-shelf items) and commercial services.

(End of clause)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. ``Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) ``Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) ``Items," defined in the EAR as ``commodities", ``software", and ``technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

252.225-7051 PROHIBITION ON ACQUISITION OF CERTAIN FOREIGN COMMERCIAL SATELLITE SERVICES (DEC 2022)

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

Covered foreign country means--

(1) The People's Republic of China;

(2) North Korea;

(3) The Russian Federation; or

(4) Any country that is a state sponsor of terrorism. (10 U.S.C. 2279)

Foreign entity means--

(1) Any branch, partnership, group or sub-group, association, estate, trust, corporation or division of a corporation, or organization organized under the laws of a foreign state if either its principal place of business is outside the United States or its equity securities are primarily traded on one or more foreign exchanges.

(2) Notwithstanding paragraph (1) of this definition, any branch, partnership, group or sub-group, association, estate, trust, corporation or division of a corporation, or organization that demonstrates that a majority of the equity interest in such entity is ultimately owned by U.S. nationals is not a foreign entity. (31 CFR 800.212)

Government of a covered foreign country includes the state and the government of a covered foreign country, as well as any political subdivision, agency, or instrumentality thereof.

Launch vehicle means a fully integrated space launch vehicle. (10 U.S.C. 2279)

Satellite services means communications capabilities that utilize an on-orbit satellite for transmitting the signal from one location to another.

State sponsor of terrorism means a country determined by the Secretary of State, under section 1754(c)(1)(A)(i) of the Export Control Reform Act of 2018 (Title XVII, Subtitle B, of the National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, state sponsors of terrorism include Iran, North Korea, and Syria. (10 U.S.C. 4871)

(b) Limitation. Unless specified in its offer, the Contractor shall not provide satellite services under this contract that--

(1) Are from a covered foreign country; or

(2) Except as provided in paragraph (c) of this provision, use satellites that will be--

(i) Designed or manufactured--

(A) In a covered foreign country; or

(B) By an entity controlled in whole or in part by, or acting on behalf of, the government of a covered foreign country; or

(ii) Launched outside the United States using a launch vehicle that is designed or manufactured--

(A) In a covered foreign country; or

(B) Provided by--

(1) The government of a covered foreign country; or

(2) An entity controlled in whole or in part by, or acting on behalf of, the government of a covered foreign country.

(c) Exception. The limitation in paragraph (b)(2) of this provision shall not apply with respect to--

(1) A launch that occurs prior to December 31, 2022; or

(2) A satellite service provider that has a contract or other agreement relating to launch services that, prior to June 10, 2018, was either fully paid for by the satellite service provider or covered by a legally binding commitment of the satellite service provider to pay for such services.

(End of clause)

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

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

Covered military installation means a military installation in Europe identified by DoD as a main operating base.

Furnished energy means energy furnished to a covered military installation in any form and for any purpose, including heating, cooling, and electricity.

Main operating base means a facility outside the United States and its territories with permanently stationed operating forces and robust infrastructure.

(b) Prohibition. In accordance with section 2821 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), the Contractor shall not use in the performance of this contract any energy sourced from inside the Russian Federation as a means of generating the furnished energy for the covered military installation unless a waiver is approved. The prohibition--

(1) Applies to all forms of energy that are furnished to a covered military installation; and

(2) Does not apply to energy converted by a third party into another form of energy and not directly delivered to a covered military installation.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts and other commercial instruments that are for furnished energy at a covered military installation, including subcontracts and commercial instruments for commercial products.

(End of clause)

252.225-7965 ACQUISITION OF DINNERWARE AND STAINLESS-STEEL FLATWARE (DEVIATION 2026-O0033) (JAN 2026)

(a) Definitions. As used in this clause, “United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Requirement. Any dinnerware or stainless-steel flatware delivered under this contract shall be produced in the United States, consistent with the requirements of 10 U.S.C. 4862 (commonly known as the "Berry Amendment").
(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial items, that are for the acquisition of dinnerware or stainless-steel flatware.
(End of clause)

252.225-7972 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (AUG 2024) (DEVIATION 2024-O0014)

(a) Definition. As used in this clause—

Covered foreign country means any of the following:

(1) The People's Republic of China.

(2) The Russian Federation.

(3) The Islamic Republic of Iran.

(4) The Democratic People's Republic of Korea.

(b) Prohibition. In accordance with section 848 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2020 and section 817 of the NDAA for FY 2023, the Contractor shall not -

(1) Provide or use an unmanned aircraft system (UAS), or any related services or equipment, that—

(i) Is manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;

(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;

(iii) Uses a ground control system or operating software developed in a covered foreign country, or by an entity domiciled in a covered foreign country; or

(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, a covered foreign country;

(2) Provide or use a system for the detection or identification of a UAS, or any related services or equipment, that is manufactured in a covered foreign country or by an entity domiciled in a covered foreign country; or

(3) On or after October 1, 2024, be an entity that operates equipment, as determined by the Secretary of Defense, from -

(i) Da-Jiang Innovations, or any subsidiary or affiliate of Da-Jiang Innovations;

(ii) Any entity that produces or provides unmanned aircraft systems and is included on the Consolidated Screening List maintained by the International Trade Administration of the Department of Commerce (https://www.trade.gov/consolidated-screening-list); or

(iii) Any entity that produces or provides unmanned aircraft systems and—

(A) Is domiciled in a covered foreign country; or

(B) Is subject to unmitigated foreign ownership, control, or influence by a covered foreign country, as determined by the Secretary of Defense in accordance with the National Industrial Security Program.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts or other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

(c) WAWF access. To access WAWF, the Contractor shall—

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

COMBO

(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.

COMBO

(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	HQ0810
Issue By DoDAAC	HC1028
Admin DoDAAC**	HC1028
Inspect By DoDAAC	
Ship To Code	
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	____
Service Acceptor (DoDAAC)	____
Accept at Other DoDAAC	____
LPO DoDAAC	____
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

(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.

Not Applicable.

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

(End of clause)

252.240-7997 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (FEB 2026)

(a) Definitions.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

High Assessment means an assessment that is conducted by Government personnel, trained in accordance with DoD policy and procedures, using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that—

(1) Consists of—

(i) A review of a contractor's previous assessment(s), as applicable;

(ii) A thorough document review;

(iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and

(iv) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "High" in the resulting score.

Medium Assessment means an assessment conducted by Government personnel, trained in accordance with DoD policy and procedures, using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that—

(1) Consists of—

(i) A review of a contractor's previous assessment(s), as applicable;

(ii) A thorough document review; and

(iii) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of “Medium” in the resulting score.

(b) Applicability. This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) Requirements. The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, using the methodology described at 32 CFR 170.24, if necessary. The results of Medium or High NIST SP 800-171 DoD Assessments, when conducted by DCMA, will take precedence over any other assessment, in accordance with 32 CFR 170.16(a)(1)(iv), 32 CFR 170.17(a)(1)(iv), and 32 CFR 170.18(a)(1)(iv).

(d) Procedures. Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (https://www.sprs.csd.disa.mil/) to provide DoD Components visibility into the summary level scores of strategic assessments.

Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

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

(ii) Organization conducting the assessment, i.e., DCMA.

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

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

(v) Summary level score (overall numerical score, not the individual value assigned for each requirement).

(vi) Date that all requirements are expected to be implemented based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(e) Rebuttals.

(1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

(f) Accessibility.

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

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

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

(g) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services (excluding commercially available off-the-shelf items).

(End of clause)

252.240-7999 PROHIBITION ON THE PROCUREMENT OF COVERED SEMICONDUCTOR PRODUCTS AND SERVICES FROM COMPANIES PROVIDING COVERED SEMICONDUCTOR PRODUCTS AND SERVICES TO HUAWEI (SEP 2025)(DEVIATION 2025-O0007)

(a) *Prohibition*. In accordance with section 853 of the National Defense Authorization Act for Fiscal Year 2025, during the performance of this contract, the Contractor shall not knowingly provide any covered semiconductor products and services to Huawei.

(b) *Definitions.*

(1) "Covered semiconductor products and services" means—

(i) Semiconductors;

(ii) Equipment for manufacturing semiconductors; and

(iii) Tools for designing semiconductors.

(2) "Huawei" means—

(i) Huawei Technologies Company;

(ii) Any entity that is a subsidiary, owner, beneficial owner, affiliate, or successor of Huawei Technologies Company; and

(iii) Any entity that is directly or indirectly controlled by Huawei Technologies Company.

(End of clause)

252.242-7999 ACCOUNTING SYSTEM ADMINISTRATION (MAR 2026)

(a) Definitions. As used in this clause—

"Acceptable accounting system" means a system that complies with the system criteria in paragraph (c) of this clause to provide reasonable assurance that—

(1) Applicable laws and regulations are complied with;

(2) The accounting system and cost data are reliable;

(3) Risk of misallocations and mischarges are minimized; and

(4) Contract allocations and charges are consistent with billing procedures.

"Accounting system" means the Contractor's system or systems for accounting methods, procedures, and controls established to gather, record, classify, analyze, summarize, interpret, and present accurate and timely financial data for reporting in compliance with applicable laws, regulations, and management decisions, and may include subsystems for specific areas such as indirect and other direct costs, compensation, billing, labor, and general information technology.

"Material weakness" means a deficiency or combination of deficiencies in the internal control over information in contractor business systems, such that there is a reasonable possibility that a material misstatement of such information will not be prevented, or detected and corrected, on a timely basis. A reasonable possibility exists when the likelihood of an event occurring is—

(1) Probable; or

(2) More than remote but less than likely (section 806 of Pub. L. 116-283).

(b) General. The Contractor shall establish and maintain an acceptable accounting system. Failure to maintain an acceptable accounting system, as defined in this clause, shall result in the withholding of payments if the contract includes the clause at 252.242-7998, Contractor Business Systems, and also may result in disapproval of the system.

(c) System criteria. The Contractor's accounting system shall provide for—

(1) A sound internal control environment, accounting framework, and organizational structure;

(2) Proper segregation of direct costs from indirect costs;

(3) Identification and accumulation of direct costs by contract;

(4) A logical and consistent method for the accumulation and allocation of indirect costs to intermediate and final cost objectives;

(5) Accumulation of costs under general ledger control;

(6) Reconciliation of subsidiary cost ledgers and cost objectives to general ledger;

(7) Approval and documentation of adjusting entries;

(8) Management reviews or internal audits of the system to ensure compliance with the Contractor's established policies, procedures, and accounting practices;

(9) A timekeeping system that identifies employees' labor by intermediate or final cost objectives;

(10) A labor distribution system that charges direct and indirect labor to the appropriate cost objectives;

(11) Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account;

(12) Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of Federal Acquisition Regulation (FAR) part 31, Contract Cost Principles and Procedures, and other contract provisions;

(13) Identification of costs by contract line item and by units (as if each unit or line item were a separate contract), if required by the contract;

(14) Segregation of preproduction costs from production costs, as applicable;

(15) Cost accounting information, as required—

(i) By contract clauses concerning limitation of cost (FAR 52.232-20), limitation of funds (FAR 52.232-22), or allowable cost and payment (FAR 52.216-7); and

(ii) To readily calculate indirect cost rates from the books of accounts;

(16) Billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms;

(17) Adequate, reliable data for use in pricing follow-on acquisitions; and

(18) Accounting practices in accordance with standards promulgated by the Cost Accounting Standards Board, if applicable, otherwise, Generally Accepted Accounting Principles.

(d) Material weaknesses.

(1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any material weaknesses. The initial determination will describe the underlying deficiency in sufficient detail to allow the Contractor to understand the weakness or deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies material weaknesses in the Contractor's accounting system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—

(i) Remaining material weaknesses;

(ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the Contracting Officer determines that one or more material weaknesses remain.

(e) If the Contractor receives the Contracting Officer's final determination of material weaknesses, the Contractor shall, within 45 days of receipt of the final determination, either correct the material weaknesses or submit an acceptable corrective action plan showing milestones and actions to eliminate the material weaknesses.

(f) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's accounting system, and the contract includes the clause at 252.242-7998, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(End of clause)

252.270-7002 PILOT PROGRAM TO INCENTIVIZE CONTRACTING WITH EMPLOYEE-OWNED BUSINESSES (NOV 2024)

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

Qualified business means an S corporation as defined in 26 U.S.C. 1361(a)(1) for which 100 percent of the outstanding stock is held through an employee stock ownership plan as defined in 26 U.S.C. 4975(e)(7).

(b) Limitations on subcontracting. In performance of the contract, the Contractor shall not expend more than 50 percent of the amount paid under the contract on subcontracts, unless--

(1) The subcontract is awarded to a qualified business;

(2) The contract is for products and the subcontract is for materials not available from another qualified business; or

(3) A waiver is granted.

(c) Reporting requirement. Not later than 30 days after the end of the contract period of performance, the Contractor shall submit to the Contracting Officer the following information in writing:

(1) The number of years the Contractor has been wholly-owned by its employee stock ownership plan.

(2) Challenges, if any, the Contractor experienced in attracting and retaining a talented workforce in a competitive market due to the Contractor's corporate ownership structure.

(3) Challenges, if any, the Contractor experienced that hinder its ability to contract with DoD to scale its technologies and capabilities due to the Contractor's corporate ownership structure.

(4) Challenges, if any, the Contractor experienced, due to its corporate ownership structure, in obtaining capital necessary to bridge funding gaps, for example, between prototype demonstration and full-scale development.

(End of clause)

G1 POINTS OF CONTACT (FEB 2025)

Communications with the Contractor will be conducted with the identified Point(s) of Contact (POC). Should a change in POC be required, the Contractor shall initiate this request through notification to the Contracting Officer.

Contracting Officer
Name:
Organization/Office Symbol:
Phone No.:
E-Mail Address:

Contract Specialist
Name:
Organization/Office Symbol:
Phone No.:
E-Mail Address:

COR/Mission Partner Point of Contact (**Note**: To be filled in upon contract award)
Name:
Organization/Office Symbol:
Phone No.:

E-Mail Address:

Contractor Point of Contact (**Note**: To be filled in upon contract award)
Contractor Legal Business Name:
UEI:
CAGE CODE:
Contractor POC:
E-Mail Address:
Phone Number:

(End of Text)

G2 LINE ITEM AND CONTRACT/ORDER CLOSEOUT (OCT 2021)

Dormant and/or excess funds consist of funds that are primarily in "expired" or "cancelled" status. Expired funds are no longer available for new obligations, but are available for upward adjustments and payments on prior obligations to include payments on contractor invoices. Cancelled funds are no longer available for upward adjustments to obligations or to pay contractor invoices.

Timely contract closeout of the entire contract/order and of completed individual contract line item number(s) (CLIN) and/or sub line item number(s) (SLIN) is a priority under this contract/order. As such, the Contractor shall submit a final invoice no later than ninety (90) calendar days after the expiration of this contract/order and/or at the expiration of any individual CLIN(s)/SLIN(s) that expire before the final expiration of the contract/order (i.e., end item(s) was scheduled to be delivered or the period of performance (base or option year) was completed), unless the Contractor requests and is granted a written extension by the Contracting Officer. In addition, and concurrent with the submission of the final invoice for a specific CLIN/SLIN or for the contract/order in its entirety, the Contractor shall notify the Contracting Officer of the amount of excess funds that can be deobligated from the CLIN/SLIN or contract/order so the deobligation of any excess funds can be completed as soon as possible.

After ninety (90) days from expiration of a CLIN/SLIN, end item delivery, or contract/order in its entirety, unless an extension had been requested and granted by the Contracting Officer in writing, a bilateral contract/order modification to deobligate excess funds and/or closeout the contract/order in its entirety will be forwarded to the Contractor by the Contracting Officer. The modification must be signed and returned to the Contracting Officer within thirty (30) calendar days of receipt . A Contractor's failure to respond and/or sign the bilateral modification within thirty (30) calendar days of receipt will constitute approval of the terms of the modification and the modification will subsequently be processed unilaterally by the Contracting Officer to deobligate excess funds and/or closeout the contract/order.

For cost reimbursement CLINs/SLINs, contracting officers will use FAR 42.708, Quick-closeout procedures to the maximum extent possible after the contract/order is physically complete. Should the contract/order require audit/review (e.g., audits conducted by the Defense Contract Audit Agency), excess funds/balances from CLIN(s)/SLIN(s) that are not required to satisfy potential adjustments as a result of the review/audit will be removed from the CLIN(s)/SLIN(s) through a bilateral modification. The modification will be forwarded by the Contracting Officer and must be signed by the Contractor and returned within thirty (30) calendar days of receipt. A Contractor's failure to respond within thirty (30) calendar days of receipt will constitute approval of the terms of the modification and the modification will subsequently be processed unilaterally by the Contracting Officer to remove the excess funds/balances on the associated CLINs/SLINs. If the Contractor disagrees with amount for deobligation they will notify the Contracting Officer promptly with the proposed amount and rationale for deobligation.

Communications with the Contractor will be conducted with the identified Point(s) of Contact (POC) identified in G1 of this contract/order. Should a change in POC be required, the Contractor shall immediately notify the Contracting Officer.

(End of Text)

G4. Submitting Credits to DISA – WAWF Contracts (Dec 2023)

G4 SUBMITTING CREDITS TO DISA – WAWF CONTRACTS (DEC 2023)

If the contractor owes DISA money, the following methods shall be used to process the credit. These are the only methods approved for processing credits; checks will not be accepted.

1. Include Credit in Current Invoice in Wide Area Work Flow (WAWF). The contractor may only use this method if the total invoice amount (current charges minus credit amount) is greater than $0.

2. Submit a Stand-alone Credit Invoice in WAWF. The contractor may only use this method if a future WAWF invoice(s) will be submitted, and the total of the future invoice(s) exceeds the credit amount. DISA will offset the payment of the future invoice(s) by the credit amount.

3. Zero Dollar Invoice in WAWF. The contractor may only use this method to move a previously paid amount on a CLIN/ACRN to a different CLIN/ACRN. The $0 invoice in WAWF shall include a credit to the incorrect CLIN/ACRN and a positive amount to the correct CLIN/ACRN. An alternative method to moving a previously paid amount on a CLIN/ACRN to a different CLIN/ACRN is to submit two invoices: one credit invoice for the incorrect CLIN/ACRN and one invoice for the correct CLIN/ACRN.

4. Pay.gov. The contractor may only use this method if none of the above credit methods are feasible. To submit a credit via Pay.gov, the contractor shall complete the form at https://www.pay.gov/public/form/start/999077677.

When submitting a credit line on an invoice in WAWF, the contractor shall ensure the 4-digit CLIN is listed in the Item Number field and the ACRN is listed in the ACRN field. Invoices referencing an infoSLIN or invoices missing an ACRN for every CLIN will be rejected.

(End of text)

PAYMENT INSTRUCTION TABLE

https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm#payment_instructions

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	FEB 2026
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.225-7053	Representation Regarding Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation	AUG 2021
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region - Representation	JUN 2023

CLAUSES INCORPORATED BY FULL TEXT

52.204-90 OFFEROR IDENTIFICATION (FEB 2026)
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)

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

(a) This solicitation contains a reserve for one or more small business concerns identified at 19.000(a)(3). The small business program eligibility requirements apply.

(b) The small business concern(s) eligible for participation in the reserve shall submit one offer that addresses each portion of the solicitation for which it wants to compete. Award of the contract will be based on criteria identified elsewhere in the solicitation.

(End of provision)

52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (FEB 2026)
(a) Definitions. As used in this provision-—
Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.
Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.
Marginalized populations of Sudan means—
(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.
Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—
(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.
Sensitive technology—
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
(i) To restrict the free flow of unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
(b) Procedures.
(1) Covered telecommunications and video surveillance. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”
(2) FASCSA Orders.
(i) The Offeror shall search in SAM for the phrase “FASCSA order” for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.
(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).
(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.
(c) Covered telecommunications equipment or services representations. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror’s possession but does not need to include an internal or third-party audit)—
(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and
(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).
(d) FASCSA Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror’s possession but does not need to include an internal or third-party audit.
(e) Sudan certification. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror’s possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.
(f) Iran Representation and Certifications.
(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror’s possession but does not need to include an internal or third-party audit), by submission of its offer—
(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions

may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) Disclosure.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) Executive agency review of disclosures. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

252.204-7025 NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)
(a) Definitions. As used in this provision, controlled unclassified information (CUI), current, Cybersecurity Maturity Model Certification (CMMC) status, Cybersecurity Maturity Model Certification unique identifier (CMMC UID), Federal contract information (FCI), and Plan of action and milestones have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.
(b)(1) Cybersecurity Maturity Model Certification (CMMC) level. The CMMC level required by this solicitation is: ___ [Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC)]. This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.
(2) The Offeror will not be eligible for award of a contract, task order, or delivery order resulting from this solicitation if the Offeror does not have, for each of the contractor information systems that will process, store, or transmit FCI or CUI and that will be used in performance of a contract resulting from this solicitation--
(i) The current CMMC status entered in the Supplier Performance Risk System (SPRS) (https://piee.eb.mil) at the CMMC level required by paragraph (b)(1) of this provision; and
(ii) A current affirmation of continuous compliance with the security requirements identified at 32 CFR part 170 in SPRS.
(c) Plan of action and milestones. If the Offeror has a CMMC Status of Conditional, the Offeror shall successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.
(d) CMMC unique identifiers. The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for each contractor information system that will process, store, or transmit FCI or CUI during performance of a contract, task order, or delivery order resulting from this solicitation. The Offeror also shall update the list when new CMMC UIDs are generated in SPRS. The CMMC UIDs are provided in SPRS after the Offeror enters the results of self-assessment(s) for each such information system.
(End of provision)

252.223-7997 PROHIBITION ON PROCUREMENT OF CERTAIN ITEMS CONTAINING PERFLUOROOCTANE SULFONATE OR PERFLUOROOCTANOIC ACID —REPRESENTATION (DEVIATION 2022-O0010) (SEP 2022)
(a) Effective April 1, 2023, in accordance with section 333 of the William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021 (Pub. L. 116-283) the Department of Defense may not procure any covered items that contain perfluorooctane sulfonate (PFOS) or perfluorooctanoic acid (PFOA). A covered item is defined as:
(1) Nonstick cookware or cooking utensils for use in galleys or dining facilities; and
(2) Upholstered furniture, carpets, and rugs that have been treated with stain-resistant coatings.
(b) Representation. By submission of its offer, the Offeror represents that it is not providing as part of its offer any covered items containing PFOS or PFOA.
(End of provision)

252.225-7973 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS—REPRESENTATION (AUG 2024) (DEVIATION 2024-O0014)

(a) Definition. As used in this provision, "covered foreign country" has the meaning given in the 252.225-7972, Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2024-O0014), clause of this solicitation.

(b) Prohibition. Section 848 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2020 (Pub. L. 116-92) and section 817 of the NDAA for FY 2023 (Pub. L. 117-263) prohibit DoD from—

(1) Using or procuring an unmanned aircraft system (UAS), or any related services or equipment, that -

(i) Is manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;

(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;

(iii) Uses a ground control system or operating software developed in a covered foreign country, or by an entity domiciled in a covered foreign country; or

(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, a covered foreign country;

(2) Using or procuring a system for the detection or identification of a UAS, or any related services or equipment, that is manufactured in a covered foreign country or by an entity domiciled in a covered foreign country; or

(3) On or after October 1, 2024, entering into or renewing a contract with an entity that operates, as determined by the Secretary of Defense, equipment from -

(i) Da-Jiang Innovations (or any subsidiary or affiliate of Da-Jiang Innovations);

(ii) Any entity that produces or provides unmanned aircraft systems and is included on the Consolidated Screening List maintained by the International Trade Administration of the Department of Commerce (https://www.trade.gov/consolidated-screening-list); or

(iii) Any entity that produces or provides unmanned aircraft systems and -

(A) Is domiciled in a covered foreign country; or

(B) Is subject to unmitigated foreign ownership, control, or influence by a covered foreign country, as determined by the Secretary of Defense in accordance with the National Industrial Security Program.

(c) Representations.

(1) By submission of its offer, the Offeror represents that -

(i) It will not provide or use a UAS, as described in paragraph (b)(1) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation; and

(ii) It will not provide or use a system for the detection or identification of a UAS, as described in paragraph (b)(2) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation.

(2) It is not an entity described in paragraph (b)(3) of this provision.

(End of provision)

252.232-7015 PERFORMANCE-BASED PAYMENTS--REPRESENTATION (DEC 2022)

(a) In accordance with 10 U.S.C. 3802(c), the Contractor's financial statements shall be in compliance with Generally Accepted Accounting Principles in order to receive performance-based payments.

(b) The Offeror represents that its financial statements are [ ] are not [ ] in compliance with Generally Accepted Accounting Principles.

(End of provision)

252.232-7016 NOTICE OF PROGRESS PAYMENTS OR PERFORMANCE-BASED PAYMENTS (APR 2020)

(a) The need for customary progress payments in accordance with subpart 32.5 of the Federal Acquisition Regulation (FAR) or performance-based payments in accordance with FAR subpart 32.10 will not be considered as a handicap or adverse factor in the award of the contract.

(b) This solicitation includes a FAR and Defense Federal Acquisition Regulation Supplement (DFARS) clause for performance-based payments and a FAR clause for progress payments. The resultant contract will include either performance-based payments or progress payments, not both, except as may be authorized on separate orders subject to FAR 32.1003(c).

(1) The performance-based payments clauses will be included in the contract if--

(i) The Offeror has provided positive representation in response to DFARS 252.232-7015, Performance-Based Payments--Representation;

(ii) The Offeror proposes a performance-based payment arrangement in accordance with FAR 52.232-28, Invitation to Propose Performance-Based Payments, including proposed events and timing, event completion criteria, event values, and expected expenditure profile; and

(iii) The Offeror and the Government reach agreement on all aspects of the arrangement.

(2) If performance-based payments clauses are not included in the resultant contract, the progress payments clause included in this solicitation will be included in any resultant contract, modified or altered if necessary in accordance with FAR 52.232-16 and its Alternate I. Even though the progress payments clause is included in the contract, the clause shall be inoperative during any time the contractor's accounting system and controls are determined by the Government to be inadequate for segregation and accumulation of contract costs.

(End of provision)

252-239-7098 PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES—REPRESENTATION (DEVIATION 2021-O0003) (APRIL 2021)

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

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

(End of provision)

252.240-7998 PROHIBITION ON THE PROCUREMENT OF COVERED SEMICONDUCTOR PRODUCTS AND SERVICES FROM COMPANIES PROVIDING COVERED SEMICONDUCTOR PRODUCTS AND SERVICES TO HUAWEI—REPRESENTATION (SEP 2025) (DEVIATION 2025-O0007)

(a) Prohibition. Section 853 of the National Defense Authorization Act for Fiscal Year 2025 (Pub. L. 118-159) prohibits DoD from entering into or renewing a contract for the procurement of any covered semiconductor products and services for the Department of Defense with any entity that knowingly provides covered semiconductor products and services to Huawei.

(b) Definitions.

(1) "Covered semiconductor products and services" means—

(i) Semiconductors;

(ii) Equipment for manufacturing semiconductors; and

(iii) Tools for designing semiconductors.

(2) "Huawei" means—

(i) Huawei Technologies Company;

(ii) Any entity that is a subsidiary, owner, beneficial owner, affiliate, or successor of Huawei Technologies Company; and

(iii) Any entity that is directly or indirectly controlled by Huawei Technologies Company.

(c) Representation. By submission of its offer, the Offeror represents that it will not knowingly provide covered semiconductor products and services to Huawei, as described in paragraphs (a) and (b) of this provision, in the performance of any contract resulting from this solicitation.

(End of provision)

252.270-7000 PILOT PROGRAM TO INCENTIVIZE CONTRACTING WITH EMPLOYEE-OWNED BUSINESSES--REPRESENTATION (NOV 2024)

(a) Definition. As used in this provision, qualified business has the meaning given in the Defense Federal Acquisition Regulation Supplement 252.270-7002, Pilot Program to Incentivize Contracting with Employee-Owned Businesses, clause of this solicitation.

(b) Representation. The Offeror represents that it is a qualified business.

(End of provision)

252.270-7001 PILOT PROGRAM TO INCENTIVIZE CONTRACTING WITH EMPLOYEE-OWNED BUSINESSES--SUBCONTRACTING CERTIFICATION (NOV 2024)

(a) Definition. As used in this provision, qualified business has the meaning given in the Defense Federal Acquisition Regulation Supplement 252.270-7002, Pilot Program to Incentivize Contracting with Employee-Owned Businesses, clause of this solicitation.

(b) Limitations on subcontracting. The Offeror certifies that in performance of the contract it will not expend more than 50 percent of the amount paid under the contract on subcontracts unless--

(1) The subcontract is awarded to a qualified business;

(2) The contract is for products and the subcontract is for materials not available from another qualified business; or

(3) A waiver is granted.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) Period for acceptance of offers. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) Debriefings. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2026)

(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:

Evaluation Factors and Basis for Award Determination:

Award will be made to the contractor whose quotation is determined to represent the overall best value to the Government using an LPTA evaluation process. Quotations will be evaluated with regard to technical compliance and price submissions. All aspects of Attachment 1 must be addressed for a quotation to be considered for award. The quotation should include all information the contractor wants the Government to consider and evaluate regarding its company's ability to conform to all required terms and conditions. The below evaluation factors and subfactors will be used in the determination of technical acceptable.

a. The Government anticipates awarding to the lowest technically acceptable respondent from initial contractor responses, without engaging in exchanges with respondents. Respondents are strongly encouraged to submit their best technical solution and price/cost in response to this solicitation. Once the Government determines the respondent that is lowest (i.e., the apparent successful awardee), the Government reserves the right to negotiate solely with that respondent or a group of low respondents to address any remaining issues, as necessary, to finalize an order. Issues may include technical, price, and/or term and conditions.
If the parties cannot successfully address remaining issues, as determined pertinent and at the sole discretion of the Government, the Government reserves the right to engage in negotiations to address issues with the next lowest or a group of similarly low respondents, until the respondent(s) are no longer the lowest based on the initial evaluations. Once the Government has begun communications with the next lowest respondent(s), no further communications with the previous respondent(s) will be entertained until after the order has been awarded. This process described above shall continue until issues are resolved and there is an award.

The agency intends to award an FFP order using the LPTA methodology. After receipt of proposal, the Government will first evaluate the lowest priced proposal. If the lowest price proposal is determined to be technically acceptable and otherwise properly awardable, award will be made to that contractor. The Government reserves the right to evaluate only the lowest price proposal or to conduct further evaluations of additional quotes.

b. The standards for determining technical acceptability are listed below. Proposal must be submitted on the RFQ_EPL document in MS Excel format utilizing Attachment 2. Failure to provide pricing on the DISA provided template (Attachment 2) may result in removal of your proposal from further consideration. All formulas shall remain present in the spreadsheet for verification. The Government reserves the right not to consider for award any proposal that does not adhere to the administrative requirements of this RFQ.

c. Partial quotations of the listed items will not be accepted.
In the event that all requested items are not available from a single contractor, the Government reserves the right to award multiple orders in the combination that is in the best interest of the Government based upon this RFQ.

d. Taxes. The Federal Government is exempt from sales tax. If requested, the Contracting Officer can provide a tax exempt certificate after award. However, if there are any valid applicable taxes such as the Arizona Half Tax or Hawaii GET for supplies or services, contractors must include the costs in their quotation as a separate line item. Such taxes will not be considered or paid unless they are included in the quotation at the time of submission. Price quotations must be complete at the time of submission.

e. Delivery Address. Proposed prices shall include all costs associated with delivering the required items to the delivery address listed in Attachment 2. Schedule Contractors shall include the contract number on any shipping labels.

(1) Technical Approach Factor: The Technical Subfactors will be evaluated and rated either Acceptable or Unacceptable IAW the evaluation table below. In order for a quotation to be rated overall Technically Acceptable, the schedule contractor must be able to provide all of the equipment set forth in the Attachment 1 and 2, unless the equipment is no longer available. If a requested hardware item is end of life and no longer available from the Original Equipment Manufacturer (OEM) the contractor at the direction of the OEM can quote a substitution, this substitution must be clearly identified in the quotation and documented with information from the OEM. All hardware items must be new products.

EACH OF THE FOLLOWING SUBFACTORS MUST BE RATED ACCEPTABLE:

(a) Subfactor 1: Quotations must be from authorized resellers of the OEM proposed/quoted.

For the purposes of this procurement only, an authorized reseller is defined as an entity authorized by the OEM to sell their products to the Federal Government and to provide support for the OEM items, including new releases, version upgrades, revisions, corrections of reported errors, enhancements (to include instructions for implementation and operation for all software support levels and product versions), technical support, schedule contractor resolutions to problems or failures, and the most current commercial release or version of the software.
The Contracting Officer may request the schedule contractor provide a letter from the OEM confirming that the schedule contractor is an authorized reseller, as defined above, as of the quotation due date. The letter from the OEM shall not be older than 30 days from the date quotations are due, shall be submitted on the OEM's letterhead, and shall be signed by an authorized representative of the OEM.

(b) Subfactor 2: : The contractor must provide proof the items quoted are available on the NASA SEWP contract for which the quotation is being submitted.

The contractor shall use Contract Line Item Number (CLIN) verification on NASA SEWP.

(c) Subfactor 3: The schedule contractor must provide the completed Attachments as applicable in response to this RFQ.

(2) Price Factor:

(a) Price quotations will be evaluated to determine if they are reasonable and complete. Price reasonableness is established through cost and price analysis techniques as described in FAR 15.404. For a price to be complete, all solicitation requirements must be priced, figures correctly calculated, and prices presented in a clear and useful format. The total evaluated price will consist of the schedule contractor's quoted price for all items listed on Attachment 1.

(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). **N/A**

(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)