COMBINED SYNOPSIS / SOLICITATION
Labor and Equipment for Warranty Repairs to Fort Wainwright Sprung Structures

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in the Federal Acquisition Regulation (FAR) Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested.

The combined synopsis/solicitation number is **W912D0-26-Q-A010** and is issued as a Request for Quote (RFQ) to establish a Firm Fixed Price (FFP) requirements type Service contract for the Labor and Equipment for Warranty Repairs to Fort Wainwright Sprung Structures.

The combined synopsis/solicitation document and incorporated provisions and clauses are those in effect through **Federal Acquisition Circular (FAC) 2026-01, effective 13 April 2026**. **The DFARS provisions and clauses are those in effect 7 May 2026.**

This requirement is solicited on a **100% Small Business Set-aside** basis in accordance with FAR 19.5.

The associated North American Industrial Classification System (NAICS) code for this procurement is **332311 Prefabricated Metal Building and Component Manufacturing** The small business size standard is **$8,000,000.00**.

DESCRIPTION OF REQUIREMENT:

This is a non-personnel services contract to provide manpower and equipment to conduct warranty repairs to existing Sprung Structures on Fort Wainwright, AK. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

In 2019 Army Material Command (AMC) erected 10 Sprung Shelters on Fort Wainwright in support of Army Quality of Life efforts to improve soldier living and working conditions at Fort Wainwright. AMC erected eight (8) warm maintenance facility shelters (WINMATs) and two (2) combat readiness training facility shelters (CRTF). AMC used its LOGCAP program to build the shelters. The LOGCAP program included one year of preventative maintenance and repairs after completion of the last shelter. The LOGCAP coverage has ended. The Sprung shelters are considered ‘re-locatable’ structures, not real property. The Fort Wainwright Directorate of Public Works (DPW) is not able to provide maintenance support to re-locatable structures due to IMCOM regulations.

The Three (3) of the Sprung structures require repairs to the membrane and insulation to ensure proper operation and function, as well as to preserve the service life of the shelters. The Sprung Structures have a warranty that covers materials and a company technical representative. This contract is to provide manpower and equipment to conduct repairs

under the direction of the technical representative. The contractor should be a Sprung Structures 'Preferred Contractor' with experience working on Sprung products.

The contractor shall provide all personnel, equipment, supervision, and non-personal services requested in this statement necessary to support this Performance Work Statement. The contractor shall perform to the standards in this contract.

2.0 OBJECTIVES

2.1 Provide Inspection, Preventative Maintenance and Repairs to the three existing 60' X 120' Sprung Structures located at Donnelly Training Area ISB in the vicinity of Fort Greely, AK. Assess current membranes, insulation, access doors and mechanical components and provide materials and expertise necessary to repair structure NLT 31 October 2026. Repairs shall be made in accordance with OEM manufacturer standards and with approved OEM materials.

2.2 Provide preventative maintenance, servicing and, if required, repairs of fuel-fired furnaces (2 per structure), fuel tanks (2 per structure) and associated plumbing as noted in the attached drawing. Repairs shall be made in accordance with OEM manufacturer standards and with approved OEM parts and materials. Technician repair will be required to facilitate full operations of the furnaces. Coordinate both service and repair of these furnaces.

2.3 Provide preventative maintenance, servicing and, if required, repairs of OEM Overhead Door rolling service doors (2 each, 14' X 14' rolling service doors per shelter). If repair is required to facilitate full operations of these doors, Technician will repair i/a/w OEM repair manuals.

2.4 Provide service of electrical wiring and components on interior of the shelters as noted in the attached drawing to ensure safety and standardized code compliance. If repairs are required, they must be completed i/a/w common safety standards and, if applicable, i/a/w shelter OEM requirements.

2.5 Provide repairs to the electrical system and/or connections to Sprung #2 (see map). The electrical system in Sprung #2 is not operational and shows signs of shorting out/arcing when power is turned on.

2.6 Perform repairs and re-installation of ceiling insulation retaining system. Some of the retaining bars that hold up the insulation have become loose and dislodged from the shelter structure.

2.7 Perform sub-surface burial of primary electrical conduit which runs from power pole to main distribution panel i/a/w common industry standards.

2.8 Photos and inclusions provided with this Statement of Work (Map, Drawings) allow contractor to gauge repair requirements. On site or virtual site visits can/should be coordinated with the contracting office and installation support staff to better gauge the requirement. Tele-conferencing can be coordinated with the installation to allow a virtual walk through and discussion of repair requirements. See information enclosure provided for details.

2.9 Contractor must coordinate Post Access requirements prior to site tour and Contract Startup.

PLACE OF PERFORMANCE:

Fort Wainwright, Alaska

PERIOD OF PERFORMANCE:

The Period of Performance is for the Date of award to 31 October 2026. Possible a week or two after.

CONTRACT LINE ITEM STRUCTURE (CLIN):

CLIN	Description	Quantity	Unit of Issue	Ordering Period
0001	Repair Sprung Shelter per the PWS	1	Job	DOA – 31 Oct 2026

QUOTE INFORMATION:

Offeror shall include in their quotes the following in order to be considered a responsive offeror:

- Price Sheet (Proposed Price)
- Response to FAR Provisions 52.204-24 and/or 52.204-26

SUBMISSION:

Quotes shall be submitted electronically, and no other method of quote's submission will be accepted. Adobe (.pdf), Microsoft Word (.doc) and Microsoft Excel (.xlsx) are acceptable formats for submitting quotes.

Quotes shall be electronically submitted and received no later than Thursday, 27 Aug 2026 at 1:00 PM (AKST). All quotes shall be emailed to Richard.F.Smith3.civ@army.mil.

If you are having issues submitting your proposal, please contact Richard Smith as soon as possible.

1. BASIS OF CONTRACT AWARD:

(1) The Government intends to award a firm-fixed-price contract to the responsible offeror meeting solicitation requirements, such as terms and conditions, representations, and certifications in order to be eligible for award. The award decision will be based on the lowest price quotation and technically acceptable as a Sprung Shelter Representative. The quote will be evaluated for price fair and reasonableness. Offerors are cautioned that an unrealistically low price, as proposed initially or subsequently, may be a ground for eliminating a quote from consideration, either on the basis that the offeror does not understand the required services, or he/she has made an imprudent offer.

(2) The government reserves the right to conduct a price realism analysis at any point during the evaluation process. The Government will evaluate prices for reasonableness using adequate competition and price analysis techniques.

(3) Only a vendor who is registered with the System for Award Management (SAM) under the assigned NAICS, have no active exclusions, and have completed the FAR & DFARS Representations and Certifications will be considered. Vendor must register at https://www.sam.gov.

(4) The Government reserves the right to award no contract at all, depending on the quality of quotes submitted and availability of funds.

2. AWARD FOR ALL THE WORK. The Government intends to award a single Contract as a result of this solicitation.

3. Evaluation Criteria: In lieu of the provision at 52.212-2 Evaluation-Commercial Products and Commercial Services the specific evaluation criteria included is **Price and Past Performance** as defined below:

Factor I – Price: The Government will evaluate the total price to determine if it is fair and reasonable IAW FAR 13.106-3. The price quote shall include a unit price for each item and a total firm-fixed-price for all line items. The total firm-fixed-price shall include all applicable taxes and all associated price as outlined in paragraph (v) above.

Factor II – Past Performance: The past performance evaluation will be accomplished by reviewing aspects of an Offeror's recent and relevant past performance, focusing on being a "Preferred Contractor" for Sprung Structures and targeting performance which is relevant to the effort as it directly relates to the work being procured under this solicitation and as defined in Addendum to FAR 52.212-2 Evaluation – Commercial Items

The Past Performance evaluation will assess the relative risks associated with an offeror's likelihood of success in performing the solicitation's requirements as indicated by that offeror's record of past performance. Performance risk is assessed at the factor level after evaluating aspects of the offeror's recent past performance and focusing on being a "Preferred Contractor" for Sprung Structures and targeting performance that is relevant to the services being procured under this solicitation. Past performance areas of evaluation include:

- Preferred Contractor Sprung Structures
- Quality of Service on Sprung Products
- Timeliness of Performance
- Business Practices
- Customer Satisfaction
- Personnel

Assigning Ratings. The Past Performance Factor will be assigned one of the ratings defined below. An award will not be made to any offeror who receives an "Unacceptable" past performance rating.

Past Performance Evaluation Ratings

Ratings	Description
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown.
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to

	successfully perform the required effort.

GENERAL INSTRUCTIONS

(1) The selection of a source for award purposes will be conducted utilizing simplified acquisition procedures as delineated in FAR Part 13.106-2, Evaluations of Quotations or Offers. Offers will be evaluated using the criteria under addendum to 52.212-2, "Evaluation – Commercial Items."

(2) It is the Government's intention to award without discussions, however the Government retains the right to conduct discussion if needed. Offerors are encouraged to present their best technical offer and prices in their initial offer submission. 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.

(3) In accordance with FAR Subpart 4.8 Government Contract Files, the Government will retain one copy of all unsuccessful offers. Unless the offeror requests otherwise, the Government will destroy extra copies of such unsuccessful offers.

(4) If an offeror believes that the requirements in these instructions contain an error, an ambiguity, omission, or are otherwise deemed unsound, the offeror shall immediately notify the KO in writing with supporting rationale. The offeror is reminded that the Government reserves the right to award this effort based on the initial offer, as received, without clarifications.

INVOICES:

The submission of invoices shall be in accordance with FAR clause 52.212-4(g). The contractor shall submit ALL invoices electronically utilizing Wide Area Work Flow (WAWF). Procedures for using WAWF are found in DFARS clause 252-232-7003, Electronic Submission of Payment Requests and Receiving Reports.

CONTRACTING OFFICE POINTS OF CONTACT:

Contracting Officer	Primary Contract Specialist
Jeff Morgan 907-353-1519 Jeffrey.A.Morgan69.civ@army.mil	Richard F. Smith 907-353-2460 Richard.F.Smith3.civ@army.mil

252.201-7000 Contracting Officer's Representative. 1991-12
252.232-7003 Electronic Submission of Payment Requests and Receiving Reports. 2018-12
252.232-7008 Assignment of Claims (Overseas). 1997-06

252.232-7006 Wide Area WorkFlow Payment Instructions. 2023-01
WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)
(a) Definitions. As used in this clause-

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.
"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).
"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.
"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
(c) WAWF access. To access WAWF, the Contractor shall-
(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and
(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.
(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/
(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:
(1) Document type. The Contractor shall submit payment requests using the following document type(s):
(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.
(ii) For fixed price line items-
(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.
N/A
(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)
(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.
2in1
(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)
(iii) For customary progress payments based on costs incurred, submit a progress payment request.
(iv) For performance based payments, submit a performance based payment request.
(v) For commercial financing, submit a commercial financing request.
(2)) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]
(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.
Routing Data Table*
Field Name in WAWF Data to be entered in WAWF
Pay Official DoDAAC HQ0490
Issue By DoDAAC W912D0
Admin DoDAAC W912D0
Inspect By DoDAAC W584FM
Ship To Code ____
Ship From Code ____
Mark For Code ____
Service Approver (DoDAAC) W584FM
Service Acceptor (DoDAAC) W584FM
Accept at Other DoDAAC ____
LPO DoDAAC ____
DCAA Auditor DoDAAC ____
Other DoDAAC(s) ____
(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")
(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)
(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.
(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.
(g) WAWF point of contact.
(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.
Chip Wallace, charels.n.wallace.civ@army.mil, 907-353-7463 and Eric Cool, eric.r.cool.civ@army.mil 907-353-6686
(Contracting Officer: Insert applicable information or "Not applicable.")
(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.
(End of clause)

52.202-1 Definitions. 2020-06
52.203-3 Gratuities. 1984-04
52.203-12 Limitation on Payments to Influence Certain Federal Transactions. 2020-06
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. 2017-01
52.204-9 Personal Identity Verification of Contractor Personnel. 2011-01

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038) 2026-02
52.204-13 System for Award Management-Maintenance. (Deviation 2026-O0038) 2026-02
52.204-19 Incorporation by Reference of Representations and Certifications. 2014-12
52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for 2026-02 Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)
52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038) 2026-02
52.212-4 Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)2026-02
52.219-6 Notice of Total Small Business Set-Aside. (Deviation 2026-O0038) 2026-02
52.222-50 Combating Trafficking in Persons. (Deviation 2026-O0038) 2026-02
52.223-5 Pollution Prevention and Right-to-Know Information. 2024-05
52.223-23 Sustainable Products. (Deviation 2026-O0038) 2026-02
52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving. 2024-05
52.229-12 Tax on Certain Foreign Procurements. (Deviation 2026-O0038) 2026-02
52.232-1 Payments. 1984-04
52.232-33 Payment by Electronic Funds Transfer-System for Award Management. 2018-10
52.232-39 Unenforceability of Unauthorized Obligations. 2013-06
52.232-40 Providing Accelerated Payments to Small Business Subcontractors. 2023-03
52.232-90 Fast Payment Procedure. (Deviation 2026-O0038) 2026-02
52.233-3 Protest after Award. (Deviation 2026-O0038) 2026-02
52.233-4 Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038) 2026-02
52.237-3 Continuity of Services. 1991-01
52.240-91 Security Prohibitions and Exclusions. (Deviation 2026-O0038)2026-02
52.242-13 Bankruptcy. 1995-07
52.243-1 Changes-Fixed-Price. (Deviation 2026-O0038) 2026-02
52.244-6 Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038) 2026-04
252.203-7000 Requirements Relating to Compensation of Former DoD Officials.2011-09
252.203-7002 Requirement to Inform Employees of Whistleblower Rights. 2022-12
252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting. 2024-05
252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services. 2023-01
252.204-7020 NIST SP 800-171 DoD Assessment Requirements. 2023-11
252.205-7000 Provision of Information to Cooperative Agreement Holders. 2024-10
252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism. 2019-05
252.217-7028 Over and Above Work. 1991-12
252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials. 2014-09
252.225-7048 Export-Controlled Items. 2013-06
252.225-7056 Prohibition Regarding Business Operations with the Maduro Regime. 2023-01
252.232-7010 Levies on Contract Payments. 2006-12
252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel. 2023-01

252.241-7001 Government Access. 1991-12
252.243-7001 Pricing of Contract Modifications. 1991-12
252.243-7002 Requests for Equitable Adjustment. 2022-12
252.244-7000 Subcontracts for Commercial Products or Commercial Services. 2023-11
252.246-7004 Safety of Facilities, Infrastructure, and Equipment for Military Operations.2010-10
252.247-7023 Transportation of Supplies by Sea. 2024-10
52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Products and Commercial Services. (DEVIATION 2025-O0003 and 2025-O0004) 2025-03 Deviation 2025-O0004 2025-03
Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (MAR 2025) (DEVIATION 2025-O0003 and 2025-O0004)
(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).
(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
[Contracting Officer check as appropriate.]
[ ] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).
[ ] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).
[ ] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
[ ] (4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community-see FAR 3.900(a).
[X] (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
[ ] (6) [Reserved].

[ ] (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
[ ] (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
[ ] (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
[ ] (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders-Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115-390, title II).
[ ] (11)
(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).
[ ] (ii) Alternate I (Dec 2023) of 52.204-30.
[ ] (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) (31 U.S.C. 6101 note).
[ ] (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
[ ] (14) [Reserved].
[ ] (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).
[ ] (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S. C. 657a).
[ ] (17) [Reserved]
[X] (18)
(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
[ ] (ii) Alternate I (Mar 2020) of 52.219-6.
[ ] (19)
(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
[ ] (ii) Alternate I (Mar 2020) of 52.219-7.
[ ] (20) 52.219-8, Utilization of Small Business Concerns (Jan 2025)(15 U.S.C. 637(d)(2) and (3)).
[ ] (21)
(i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).
[ ] (ii) Alternate I (Nov 2016) of 52.219-9.
[ ] (iii) Alternate II (Nov 2016) of 52.219-9.
[ ] (iv) Alternate III (Jun 2020) of 52.219-9.
[ ] (v) Alternate IV (Jan 2025) of 52.219-9.
[ ] (22)
(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
[ ] (ii) Alternate I (Mar 2020) of 52.219-13.
[ ] (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).
[ ] (24) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
[ ] (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024)

(15 U.S.C. 657f).
[ ] (26)
(i) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632 (a)(2)).
[ ] (ii) Alternate I (Mar 2020) of 52.219-28.
[ ] (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
[ ] (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).
[ ] (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S. C. 644(r)).
[ ] (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).
[X] (31) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
[X] (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2025)(E.O. 13126).
[ ] (33) [Reserved]
[ ] (34) [Reserved]
[ ] (35)
(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
[ ] (ii) Alternate I (Jul 2014) of 52.222-35.
[ ] (36)
(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
[ ] (ii) Alternate I (Jul 2014) of 52.222-36.
[ ] (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
[ ] (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
[ ] (39)
(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
[X] (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
[ ] (40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
[ ] (41)
(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
[ ] (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
[ ] (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, et seq.).
[ ] (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, et seq.).
[ ] (44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, et seq.).
[ ] (45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, et seq.).
[ ] (46) 52.223-23, Sustainable Products and Services (MAR 2025) (DEVIATION 2025-O0004))

(7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).
[ ] (47)
(i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
[ ] (ii) Alternate I (Jan 2017) of 52.224-3.
[ ] (48)
(i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
[ ] (ii) Alternate I (Oct 2022) of 52.225-1.
[ ] (49)
(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
[ ] (ii) Alternate I [Reserved].
[ ] (iii) Alternate II (Jan 2025) of 52.225-3.
[ ] (iv) Alternate III (Feb 2024) of 52.225-3.
[ ] (v) Alternate IV (Oct 2022) of 52.225-3.
[ ] (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
[X] (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
[ ] (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
[ ] (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
[ ] (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
[ ] (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).
[ ] (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
[ ] (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
[ ] (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
[X] (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).
[ ] (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
[ ] (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
[ ] (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
[ ] (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
[ ] (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
[ ] (65)
(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.

S.C. 55305 and 10 U.S.C. 2631).
[ ] (ii) Alternate I (Apr 2003) of 52.247-64.
[ ] (iii) Alternate II (Nov 2021) of 52.247-64.
(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
[Contracting Officer check as appropriate.]
[X] (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).
[X] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
[X] (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
[ ] (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).
[ ] (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
[ ] (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
[X] (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
[ ] (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
[ ] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U. S.C. 1792).
[ ] (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).
(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)
(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).
(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).
(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
(vii)
(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).
(B) Alternate I (Dec 2023) of 52.204-30.
(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(ix) [Reserved]
(x) [Reserved]
(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-
40.
(xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
(xvi)
(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).
(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).
(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan

2022).
(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
(xxii)
(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (Jan 2017) of 52.224-3.
(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U. S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.
(End of clause)
52.252-2 Clauses Incorporated by Reference. 1998-02
Clauses Incorporated By Reference (Feb 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
https://www.acquisition.gov/ ____ ____[Insert one or more Internet addresses]
(End of clause)
52.252-6 Authorized Deviations in Clauses. 2020-11
Authorized Deviations in Clauses (Nov 2020)
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation[insert regulation name] (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.
(End of clause)
252.204-7021 Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements. 2025-11
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 alphanumeric
characters assigned to each CMMC assessment and reflected in the Supplier

Performance Risk System (SPRS) for each contractor information system.
"Federal contract information (FCI)" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government. It does not include information provided by the Government to the public, such as on public websites, or simple transactional information, such as information necessary to process payments.
"Plan of action and milestones" means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special Publication 800-115 (32 CFR 170.21).
(b) Framework. The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).
(c) Duplication. The CMMC assessments will not duplicate efforts from any other comparable DoD assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.
(d) Requirements. The Contractor shall-
(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: CMMC Level 1 Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC) for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and
(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;
(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level required in paragraph (d)(1) of this clause, or higher;
(3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (https://piee.eb.mil) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;
(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and
(5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.
(e) Reporting. The Contractor shall-
(1) Submit to the Contracting Officer-
(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and
(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;
(2) Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered

by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and
(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.
(f) Subcontracts. The Contractor shall-
(1) Insert the substance of this clause, including this paragraph (f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services, excluding commercially available off-the-shelf items, if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and
(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.
(End of clause)
52.240-90 Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038) 2026-02
252.203-7005 Representation Relating to Compensation of Former DoD Officials. 2022-09
252.204-7008 Compliance with Safeguarding Covered Defense Information Controls. 2016-10
252.225-7055 Representation Regarding Business Operations with the Maduro Regime. 2022-05
52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation. (Deviation 2026-O0038) 2026-02
Prohibition on Contracting with Inverted Domestic Corporations-Representation (Feb 2026) (Deviation 2026-O0038)
(a) Definitions. As used in this clause-
Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).
Subsidiary means an entity in which more than 50 percent of the entity is owned-
(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation.
(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.
(c) Representation. The Offeror represents that-
(1) It [ ] is, [ ] is not an inverted domestic corporation; and
(2) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.
(End of provision)
52.209-11 Representation by Corporations 2026-02
Regarding Delinquent Tax
Liability or a Felony Conviction under any Federal Law. (Deviation 2026-O0038)
Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction

under any Federal Law (Feb 2026) (Deviation 2026-O0038)
(a) The Government will not enter into a contract with any corporation that-
(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
(b) The Offeror represents that-
(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
(End of provision)
52.212-3 Offeror Representations and 2025-03 Deviation 2025-03
Certifications-Commercial Products and Commercial Services. (DEVIATION 2025-O0003 and 2025-O0004)2025-O0004
Offeror Representations and Certifications-Commercial Products and Commercial Services (MAR 2025) (DEVIATION 2025-O0003 and 2025-O0004)
(a) Definitions. As used in this provision-
Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.
Forced or indentured child labor means all work or service-
(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.
Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.
Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and

equipment, and the common use of employees.
Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).
Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except-
(1) PSC 5510, Lumber and Related Basic Wood Materials;
(2) Product or Service Group (PSG) 87, Agricultural Supplies;
(3) PSG 88, Live Animals;
(4) PSG 89, Subsistence;
(5) PSC 9410, Crude Grades of Plant Materials;
(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) PSC 9610, Ores;
(9) PSC 9620, Minerals, Natural and Synthetic; and
(10) PSC 9630, Additive Metal Materials.
Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.
Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.
Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-
(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended."Sensitive technology"-
Sensitive technology-
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
(i) To restrict the free flow of unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3)of the

International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern-
(1)
(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or
(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).
(3) Service-disabled veteran, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.
Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that-
(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or
(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.
Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.
Small business concern-
(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.
(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.
Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that-
(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-
(i) One or more socially disadvantaged (as defined at13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and
(2) The management and daily business operations of which are controlled (as defined at 13. CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned-
(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation
Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.
Veteran-owned small business concern means a small business concern-
(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
(2) The management and daily business operations of which are controlled by one or more veterans.
Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women
Women-owned small business concern means a small business concern-
(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.
(b)
(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.
(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____.
[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.
These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]
(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.
(1) Small business concern. The offeror represents as part of its offer that-
(i) It [ ] is, [ ] is not a small business concern; or
(ii) It [ ] is, [ ] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]
(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.
(3) SDVOSB concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents that it [ ] is, [ ] is not an SDVOSB concern.
(4) SDVOSB concern joint venture eligible under the SDVOSB Program. The offeror represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]
(5) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1001.
(6) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is, [ ] is not a women-owned small business concern.
(7) WOSB joint venture eligible under the WOSB Program. The offeror represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]
(8) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]
Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.
(9) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is a womenowned business concern.
(10) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____
(11) HUBZone small business concern. [Complete only if the offeror represented itself as a

small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-
(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and
(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.
(d) [Reserved]
(e) Certification Regarding Payments to Influence Federal Transactions (31 http://uscode.house.gov/ U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)
(1)
(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.
(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".
(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).
(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."
(2) Foreign End Products:
Line Item No. Country of Origin Exceeds 55% domestic content
(yes/no)
____ ____ ____
____ ____ ____
____ ____ ____

[List as necessary]
(3) Domestic end products containing a critical component:
Line Item No. ____
[List as necessary]
(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.
(g)
(1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)
(i)
(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.
(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."
(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."
Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:
Line Item No. Country of Origin
____ ____
____ ____
____ ____
[List as necessary]
(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".
Other Foreign End Products:
Line Item No. Country of Origin Exceeds 55% domestic content
(yes/no)
____ ____ ____
____ ____ ____
____ ____ ____
[List as necessary]
(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. ____
[List as necessary]
(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.
(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":
Israeli End Products:
Line Item No.
____
____
____
[List as necessary]
(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:
(g)(1)(i)(B) The terms "Korean end product", "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."
(g)(1)(ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":
Korean End Products or Israeli End Products:
Line Item No. Country of Origin
____ ____
____ ____
____ ____
[List as necessary]
(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.
Other End Products:
Line Item No. Country of Origin
____ ____
____ ____
____ ____
[List as necessary]
(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-

made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-
(1) [ ] Are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
(3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
(4) [ ] Have, [ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.
(i) Taxes are considered delinquent if both of the following criteria apply:
(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
(ii) Examples.
(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).
(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]
(1) Listed end products.
Listed End Product Listed Countries of Origin
____ ____
____ ____
(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]
(i) [ ]
(ii) [ ]
(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-
(1) [ ] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
(2) [ ] Outside the United States.
(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]
(1) [ ] 22.1003-4(c)(1). The offeror [ ] does [ ] does not certify that-
(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
(2) [ ] 22.1003-4(d)(1). The offeror [ ] does [ ] does not certify that-
(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
(iii) Each service employee who will perform the services under the contract will spend only a

small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
(3) If paragraph (k)(1) or (k)(2) of this clause applies-
(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)
(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
(3) Taxpayer Identification Number (TIN).
[ ]TIN: ____.
[ ]TIN has been applied for.
[ ]TIN is not required because:
[ ]Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
[ ]Offeror is an agency or instrumentality of a foreign government;
[ ]Offeror is an agency or instrumentality of the Federal Government.
(4) Type of organization.
[ ]Sole proprietorship;
[ ]Partnership;
[ ]Corporate entity (not tax-exempt);
[ ]Corporate entity (tax-exempt);
[ ]Government entity (Federal, State, or local);
[ ]Foreign government;
[ ]International organization per 26 CFR1.6049-4;
[ ]Other ____.
(5) Common parent.
[ ]Offeror is not owned or controlled by a common parent;
[ ]Name and TIN of common parent:
Name ____.
TIN ____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
(n) Prohibition on Contracting with Inverted Domestic Corporations.
(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.
(2) Representation. The Offeror represents that-
(i) It [ ] is, [ ] is not an inverted domestic corporation; and
(ii) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.
(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.
(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-
(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).
(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-
(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
(ii) The offeror has certified that all the offered products to be supplied are designated country end products.
(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).
(1) The Offeror represents that it [ ] has or [ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.
(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:
Immediate owner CAGE code: ____.
Immediate owner legal name: ____.
(Do not use a "doing business as" name)
Is the immediate owner owned or controlled by another entity: [ ] Yes or [ ] No.
(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the

immediate owner is owned or controlled by another entity, then enter the following information:
Highest-level owner CAGE code: ____.
Highest-level owner legal name: ____.
(Do not use a "doing business as" name)
(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.
(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that-
(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
(2) The Offeror represents that-
(i) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(ii) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)
(1) The Offeror represents that it [ ] is or [ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.
(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):
Predecessor CAGE code: ____(or mark "Unknown").
Predecessor legal name:____.
(Do not use a "doing business as" name).
(s) [Reserved]
(t) [Reserved]
(u)
(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting

such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).
(v) Covered Telecommunications Equipment or Services-Representation. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.
(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
(2) The Offeror represents that-
(i) It [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
(ii) After conducting a reasonable inquiry for purposes of this representation, that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.
(End of Provision)

52.229-11 Tax on Certain Foreign Procurements-Notice and Representation. (Deviation 2026-O0038) 2026-02 Tax on Certain Foreign Procurements-Notice and Representation (Feb 2026) (Deviation 2026-O0038)
(a) Definitions. As used in this provision-
Foreign person means any person other than a United States person.
Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area of the United States.
United States person as defined in 26 U.S.C. 7701(a)(30) means
(1) A citizen or resident of the United States;
(2) A domestic partnership;
(3) A domestic corporation;
(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
(5) Any trust if-
(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
(ii) One or more United States persons have the authority to control all substantial decisions of the trust.
(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement

payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.
(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.
(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that
(1) It [ ] is [ ] is not a foreign person; and
(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 [ ] a full exemption, or [ ] partial or no exemption [Offeror must select one] from the excise tax.
(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-
(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and
(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.
(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.
(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.
(End of provision)
252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation. 2021-05
PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)
The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."
(a) Definitions. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.
(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions

that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.
(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:
The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.
(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:
(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).
(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.
(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).
(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).
(End of provision)
52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. 2017-01
52.204-7 System for Award Management-Registration. (Deviation 2026-O0038)2026-02
52.212-1 Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038) 2026-02
52.214-12 Preparation of Bids. 1984-04
52.214-34 Submission of Offers in the English Language. 1991-04
52.214-35 Submission of Offers in U.S. Currency. 1991-04
52.233-2 Service of Protest. (Deviation 2026-O0038) 2026-02
252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements. 2023-11

252.204-7024 Notice on the Use of the Supplier Performance Risk System. 2023-03

52.216-1 Type of Contract. (Deviation 2026-O0038) 2026-02

Type of Contract (Feb 2026) (Deviation 2026-O0038)
The Government contemplates award of a Firm-Fixed Price[Contracting Officer insert specific type of contract] contract resulting from this solicitation.
(End of provision)

52.219-4 Notice of Price Evaluation Preference for HUBZone SmallBusiness Concerns. (Deviation 2026-O0038) 2026-02
Notice of Price Evaluation preference for HUBZone Small Business Concerns (Feb 2026) (Deviation 2026-O0038)
(a) Evaluation preference.
(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-
(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
(ii) Otherwise successful offers from small business concerns.
(b) Waiver of evaluation preference. A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.
[ ] Offeror chooses to waive the evaluation preference.
(c) Joint venture. A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.
(End of provision)

52.252-1 Solicitation Provisions Incorporated by Reference. 1998-02
Solicitation Provisions Incorporated by Reference (Feb 1998)
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
https://www.acquisition.gov/_____[Insert one or more Internet addresses]
(End of provision)

52.252-5 Authorized Deviations in Provisions. 2020-11
Authorized Deviations in Provisions (Nov 2020)
(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
(b) The use in this solicitation of any Defense Federal Acquisition Regulation[insert regulation name](48 CFR ChapterChapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.
(End of provision)

252.204-7025 Notice of Cybersecurity Maturity 2025-11

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)

LIST OF ATTACHMENTS:

A. All documents are contractually binding.

B. Document Listing:

Performance Work Statement	Attachment 1 – SOW – FWA DTA ISB Sprung Shelter Repair	28 May 2026
Wage Determination	Attachment 2 – 2015-5683 Rev. No 27	14 May 2026
Solicitation W912D026QA010		

*Not contractually binding and will be removed at time of award.