REQUEST FOR QUOTATIONS

THIS RFQ ☒ IS ☐ IS NOT A SMALL BUSINESS SET-ASIDE

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT.FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
SPE3SE-27-Q-0075	2026 NOV 09	7018911023		

5. ISSUED BY

DLA TROOP SUPPORT
SUBSISTENCE FSE SUPPLY CHAIN
700 ROBBINS AVENUE
PHILADELPHIA PA 19111-5096
USA
Buyer: John Golden DJG0014 Tel: DSN(312) 444-3123
Email: John.Golden@dla.mil

6. DELIVER BY *(Date)*
30 DAYS ADO

7. DELIVERY
☒ FOB DESTINATION ☐ OTHER *(See Schedule)*

8. TO:

9. DESTINATION
a. NAME OF CONSIGNEE
See Schedule
b. STREET ADDRESS
c. CITY
d. STATE e. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5 ON OR BEFORE CLOSE OF BUSINESS *(Date)*

2026 NOV 11

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

11. SCHEDULE *(See Continuation Sheets)*

See attached schedule to complete quote information.

Quoter must also complete the following:

a. Quotation is valid for 90 days from date specified in Block 10 above unless otherwise indicated: _____ .
b. Prices quoted are:
___ Contained in Commercial Catalog or Published Price List No. _____ dated _____ page _____ .
___ Contained in Internal Price List No. _____dated _____, which may be examined at our facility.
___ Commercial sales of comparable quantities: Quantity _____ ; Price _____;
___ Customer _____.
___ Other (provide basis) _____ _____ .
c. FOB Point: ____ Destination
____ Origin Shipping Point (City, State) _____ .
d. If delivery period shown in Block 6 is unacceptable, provide best possible delivery: _____.
e. Remittance Address (Name, Street, City, State, ZIP): Same as Block 13 unless otherwise indicated below:
_____ _____
_____ _____
_____ _____
_____ _____
f. Vendor FAX Number: _____ Vendor Toll-Free Number: _____ Vendor E-mail: _____

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS *(%)*	b. 20 CALENDAR DAYS *(%)*	c. 30 CALENDAR DAYS *(%)*	d. CALENDAR DAYS NUMBER	d. CALENDAR DAYS PERCENTAGE

NOTE: Additional provisions and representations ☒ are ☐ are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE OF QUOTATION
a. NAME OF QUOTER CAGE				
b. STREET ADDRESS			16. SIGNER	
			a. NAME *(Type or Print)*	b. TELEPHONE AREA CODE
c. COUNTY				
d. CITY	e. STATE	f. ZIP CODE	c. TITLE *(Type or Print)*	NUMBER

RFx Notes & Attachments Language MICROPURCHASE
THIS SOLICITATION INCORPORATES THE TERMS AND CONDITIONS SET FORTH IN THE DLA MASTER SOLICITATION FOR EPROCUREMENT AUTOMATED SIMPLIFIED ACQUISITIONS (PART 13) REVISION 104 (February 24, 2026) WHICH CAN BE FOUND ON THE WEB AT: https://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx
ALL QUOTES MUST BE SUBMITTED VIA THE DLA INTERNET BID BOARD SYSTEM (DIBBS) AT https://www.dibbs.bsm.dla.mil

MICRO-PURCHASE QUOTES MAY BE AWARDED PRIOR TO RETURN DATE.
In the event of a conflict between provisions/clauses explicitly cited in the solicitation and award and those located in the DLA Master Solicitation, the provisions/clauses in the solicitation/award will take precedence.

Offerors are encouraged to submit price-break information with their quotes. Solicitations which are manually evaluated and awarded at increased quantities may be awarded based on the Aprice-break information submitted with the offeror's original quotation without further solicitation or discussion.

Offeror must submit a realistic delivery schedule with their quote. If awarded, failure to meet the awarded delivery date may result in termination of the purchase order, monetary consideration to the Government, and/or negative impacts to the offeror’s performance records.

IN ACCORDANCE WITH MASTER SOLICITATION CLAUSE L22, ALTERNATE PARTS WILL NOT BE ACCEPTED FOR THIS SOLICITATION. OFFERORS MAY SUBMIT ALTERNATE PARTS FOR EVALUTION FOR FUTURE PROCUREMENTS.

NON-ACCEPTABILITY OF GOVERNMENT SURPLUS MATERIAL:

(a) Definition, “Surplus material,” as used in this clause, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the DLA Disposition Services, by Contractors authorized by DLA Disposition Services, or through another Federal Government surplus program. The terms “surplus” and “Government surplus” are used interchangeably in this clause.
(b) The Government has determined that offers of surplus material will not be considered for this acquisition. However, the Government reserves the right to evaluate a quote offering surplus material for award, if the contracting officer determines it is in the best interest of the Government. When permitted, quotes offering surplus material must be submitted in accordance with master solicitation clause C04 and will be evaluated in accordance with master solicitation clause M05.

If commercial, add:

This procurement is using the procedures of 41 U.S.C. 1901, as implemented by Class Deviation 2026-O0028 – Revolutionary Federal Acquisition Regulation (FAR) Overhaul Part 12, Defense FAR Supplement (DFARS) Part 212 and Revolutionary FAR Overhaul Part 12.201-1.

RFx Notes & Attachments Language ABOVE MP
THIS SOLICITATION INCORPORATES THE TERMS AND CONDITIONS SET FORTH IN THE DLA MASTER SOLICITATION FOR EPROCUREMENT AUTOMATED SIMPLIFIED ACQUISITIONS (PART 13) REVISION 104 (February 24, 2026) WHICH CAN BE FOUND ON THE WEB AT: https://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx
ALL QUOTES MUST BE SUBMITTED VIA THE DLA INTERNET BID BOARD SYSTEM (DIBBS) AT https://www.dibbs.bsm.dla.mil
In the event of a conflict between provisions/clauses explicitly cited in the solicitation and award and those located in the DLA Master Solicitation, the provisions/clauses in the solicitation/award will take precedence.
Offerors are encouraged to submit price-break information with their quotes. Solicitations which are manually evaluated and awarded at increased quantities may be awarded based on the price-break information submitted with the offeror's original quotation without further solicitation or discussion.
Offeror must submit a realistic delivery schedule with their quote. If awarded, failure to meet the awarded delivery date may result in termination of the purchase order, monetary consideration to the Government, and/or negative impacts to the offeror’s performance records.
IN ACCORDANCE WITH MASTER SOLICITATION CLAUSE L22, ALTERNATE PARTS WILL NOT BE ACCEPTED FOR THIS SOLICITATION. OFFERORS MAY SUBMIT ALTERNATE PARTS FOR EVALUTION FOR FUTURE PROCUREMENTS.

NON-ACCEPTABILITY OF GOVERNMENT SURPLUS MATERIAL:

(a) Definition, “Surplus material,” as used in this clause, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the DLA Disposition Services, by Contractors authorized by DLA Disposition Services, or through another Federal Government surplus program. The terms “surplus” and “Government surplus” are used interchangeably in this clause.
(b) The Government has determined that offers of surplus material will not be considered for this acquisition. However, the Government reserves the right to evaluate a quote offering surplus material for award, if the contracting officer determines it is in the best interest of the Government. When permitted, quotes offering surplus material must be submitted in accordance with master solicitation clause C04 and will be evaluated in accordance with master solicitation clause M05.

If commercial, add:

This procurement is using the procedures of 41 U.S.C. 1901, as implemented by Class Deviation 2026-O0028 – Revolutionary Federal Acquisition Regulation (FAR) Overhaul Part 12, Defense FAR Supplement (DFARS) Part 212 and Revolutionary FAR Overhaul Part 12.201-1.

Award Language
THE PURCHASE ORDER CLAUSES ARE APPLICABLE AS INDICATED IN THE DLA MASTER SOLICITATION FOR EPROCUREMENT AUTOMATED SIMPLIFIED ACQUISITIONS (PART 13) REVISION 104 (February 24, 2026) WHICH CAN BE FOUND ON THE WEB AT: https://www.dla.

CONTINUED ON NEXT PAGE

mil/HQ/Acquisition/Offers/eProcurement.aspx
Failure to meet the required delivery date may result in termination of the purchase order, monetary consideration to the Government, and/or negative impacts to the awardees performance records.
Vendors must EDI Invoices for each purchase order via the WAWF System. See website list below for additional information:

Wide Area Workflow (WAWF): https://wawf.eb.mil

Submission of the EDI invoice initiates the payment process, and your corresponding Proof of Delivery (POD) serves as documentation for DLA Troop Support that the required material was delivered. PODs must be submitted to DLA Troop Support Food Service Equipment Post Award DLA.FSE.Post_Award@dla.mil to ensure prompt receipt and release of payment.

CONTINUED ON NEXT PAGE

SUPPLIES/SERVICES: 7310-01-226-1697

ITEM DESCRIPTION:

WELL, HOT FOOD STORAGE
RP001: DLA PACKAGING REQUIREMENTS FOR PROCUREMENT

RA001: THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS (IDENTIFIED BY AN 'R' OR AN 'I' NUMBER) SET FORTH IN FULL TEXT IN THE DLA MASTER LIST OF TECHNICAL AND QUALITY REQUIREMENTS FOUND ON THE WEB AT:

http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx

FOR SIMPLIFIED ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE SOLICITATION ISSUE DATE OR THE AWARD DATE CONTROLS. FOR LARGE ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE RFP ISSUE DATE APPLIES UNLESS A SOLICITATION AMENDMENT INCORPORATES A FOLLOW-ON REVISION, IN WHICH CASE THE AMENDMENT DATE CONTROLS.

RQ011: REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES

115 V, AC, 60 HZ, 1 PHASE
05063, NSU APPROVED/NAVSEA, NSWCCD
USE OF OZONE DEPLETING SUBSTANCES:

THIS ITEM DOES NOT REQUIRE THE USE OF CLASS I OZONE DEPLETING SUBSTANCES PER DLA MEETING, 3-4 AUG 93, SUBJECT: DLA TECHNICAL/STANDARDIZATION MEETING ON AUTHORITY TO IMPROVE CUSTOMER SUPPORT.

TECH DATA AVAILABILITY:
MERCURY OR MERCURY CONTAINING COMPOUNDS SHALL NOT BE INTENTIONALLY ADDED TO<(>,<)> OR COME IN DIRECT CONTACT WITH<(>,<)> ANY HARDWARE OR SUPPLIES FURNISHED UNDER THIS CONTRACT. EXCEPTION: FUNCTIONAL MERCURY USED IN BATTERIES, FLUORESCENT LIGHTS, REQUIRED INSTRUMENTS; SENSORS OR CONTROLS; WEAPON SYSTEMS; AND CHEMICAL ANALYSIS REAGENTS SPECIFIED BY NAVSEA. PORTABLE FLUORESCENT LAMPS AND PORTABLE INSTRUMENTS CONTAINING MERCURY SHALL BE SHOCK PROOF AND CONTAIN A SECOND BOUNDARY OF CONTAINMENT OF THE MERCURY OR MERCURY COMPOUND. (IAW NAVSEA 5100-003D).

RD003, COVERED DEFENSE INFORMATION POTENTIALLY APPLIES

LOW TEMP INDUSTRIES, INC. 09791 P/N LTD-1515D
C N C CO 56917 P/N LTD-1515D

DLA issues this document using the DoD authorized unit of issue, please refer to the following URL to determine the corresponding ANSI X12 unit of issue.

https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.dla.mil%2FPortals%2F104%2FDocuments%2FDLMS%2FeApplications%2FLogDataAdmin%2FUnit_of_Issue_and_Purchase_Unit.xlsx&wdOrigin=BROWSELINK

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	7310-01-226-1697 WELL,HOT FOOD STORAGE	75.000	EA	$ _____	$ _____

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: DESTINATION

ACCEPTANCE POINT: DESTINATION

CONTINUED ON NEXT PAGE

SUPPLY/SERVICE: 7310-01-226-1697 CONT'D

FOB: DESTINATION DELIVERY DATE: 30 DAYS ADO

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1E
QUP:001 PRES MTHD:10 CLNG/DRY:1 PRESV MAT:00
WRAP MAT:00 CUSH/DUNN MAT:00 CUSH/DUNN THKNESS:0
UNIT CONT:10 OPI:O
INTRMDTE CONT:ZZ INTRMDTE CONT QTY:AAA
PACK CODE:U
MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
SPECIAL MARKING CODE:00 -00 No special marking

PRESERVATION METHOD CODE 10: ITEMS MAY BE
PACKAGED IAW ASTM D3951 STANDARD PRACTICE
FOR COMMERCIAL PACKAGING

PARCEL POST ADDRESS:

W25G1U

W1A8 DLA DISTRIBUTION
DDSP NEW CUMBERLAND FACILITY
2083 NORMANDY DRIVE DOOR 113 TO 134
NEW CUMBERLAND PA 17070-5002
US

FOR TRANSPORTATION SEE DLAD DLAD PROC NOTE C19. FOR FIRST DESTINATION TRANSPORTATION SEE DLAD PROC NOTE C20 AND CONTRACT

FREIGHT SHIPPING ADDRESS:

W25G1U

W1A8 DLA DISTRIBUTION
DDSP NEW CUMBERLAND FACILITY
2083 NORMANDY DRIVE DOOR 113 TO 134
NEW CUMBERLAND PA 17070-5002
US

GOVT USE

ITEM	PR	PRLI	External PR	External PRLI	External Material	Customer RDD/ Need Ship Date
0001	7018911023	0001	N/A	N/A	N/A	02/22/2027

* * * *

Part 12 Clauses

52.212-4 TERMS AND CONDITIONS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2026-O0038) (FEB 2026) FAR

CLAUSES ADDED TO PART 12 BY ADDENDUM

52.203-14 DISPLAY OF HOTLINE POSTER (NOV 2021) FAR

As prescribed in 3.1004(b), insert the following clause:
(a) Definition.
"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.
(b) Display of fraud hotline poster(s). Except as provided in paragraph (c).
(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites.
(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.
(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.
(3) Any required posters may be obtained as follows:

Poster(s)	**Obtain from**
&ZF_203_14_01&	**&ZF_203_14_02&**
&ZF_203_14_03&	**&ZF_203_14_04&**

(Contracting Officer shall insert ---
(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
(ii) The website(s) or other contact information for obtaining the poster(s).)
(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.
(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract—
(1) Is for the acquisition of a commercial product or commercial service; or
(2) Is performed entirely outside the United States.

(End of clause)

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022) DFARS

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2026-O0038) (FEB 2026) FAR

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

252.204-7014 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS (JAN 2023) DFARS

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023) DFARS

52.211-5 MATERIAL REQUIREMENTS (DEVIATION 2026-O0038) (FEB 2026) FAR

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023) DFARS

As prescribed in 211.274-5(a), use the following clause:
(a) *Definitions.* As used in this clause -
Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.
Concatenated unique item identifier means -
(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.
Data matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

Electrotechnical Commission (IEC) 16022.
Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.
DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at *https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html*.
DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.
Enterprise means the entity (*e.g.*, a manufacturer or vendor) responsible for assigning unique item identifiers to items.
Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.
Government's unit acquisition cost means -
(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.
Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at *http://www.aimglobal.org/?Reg_Authority15459*.
Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.
Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.
Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.
Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.
Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.
Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.
Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.
Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.
Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.
Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.
Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.
Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.
Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at *https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html* .
(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
(c) *Unique item identifier*.
(1) The Contractor shall provide a unique item identifier for the following:
(i) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line items

Contract Line, Subline, or Exhibit Line Item Number	Item Description

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number .
(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number .
(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.
(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.
(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.
(4) *Data syntax and semantics of unique item identifiers.* The Contractor shall ensure that -
(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:
(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.
(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.
(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and
(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.
(5) *Unique item identifier.*
(i) The Contractor shall -
(A) Determine whether to -
(*1*) Serialize within the enterprise identifier;
(*2*) Serialize within the part, lot, or batch number; or
(*3*) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and
(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;
(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and
(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.
(ii) The issuing agency code -
(A) Shall not be placed on the item; and
(B) Shall be derived from the data qualifier for the enterprise identifier.
(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:
(1) Unique item identifier.
(2) Unique item identifier type.
(3) Issuing agency code (if concatenated unique item identifier is used).
(4) Enterprise identifier (if concatenated unique item identifier is used).
(5) Original part number (if there is serialization within the original part number).
(6) Lot or batch number (if there is serialization within the lot or batch number).
(7) Current part number (optional and only if not the same as the original part number).
(8) Current part number effective date (optional and only if current part number is used).
(9) Serial number (if concatenated unique item identifier is used).
(10) Government's unit acquisition cost.
(11) Unit of measure.
(12) Type designation of the item as specified in the contract schedule, if any.
(13) Whether the item is an item of Special Tooling or Special Test Equipment.
(14) Whether the item is covered by a warranty.
(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
(2) Unique item identifier of the embedded subassembly, component, or part.
(3) Unique item identifier type.**

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

(4) Issuing agency code (if concatenated unique item identifier is used).**
(5) Enterprise identifier (if concatenated unique item identifier is used).**
(6) Original part number (if there is serialization within the original part number).**
(7) Lot or batch number (if there is serialization within the lot or batch number).**
(8) Current part number (optional and only if not the same as the original part number).**
(9) Current part number effective date (optional and only if current part number is used).**
(10) Serial number (if concatenated unique item identifier is used).**
(11) Description.
** Once per item.
(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:
(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.
(2) Embedded items shall be reported by one of the following methods -
(i) Use of the embedded items capability in WAWF;
(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or rmats at http://dodprocurementtoolbox.com/site/uidregistry/; or
(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) , Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.
(g) *Subcontracts.* If the Contractor acquires by subcontract any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

(End of clause)

C03 CONTRACTOR RETENTION OF SUPPLY CHAIN TRACEABILITY DOCUMENTATION (JUN 2023)

C01 SUPERSEDED PART NUMBERED ITEMS (FEB 2025)

52.222-37 EMPLOYMENT REPORTS ON VETERANS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.223-23 SUSTAINABLE PRODUCTS (DEVIATION 2026-O0038) (FEB 2026) FAR

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (FEB 2024) DFARS

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM, ALT II (FEB 2024) DFARS

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (MAR 2022) DFARS

252.225-7006 ACQUISITION OF THE AMERICAN FLAG (DEC 2022) DFARS

252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013) DFARS

252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JAN 2023) DFARS

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022) DFARS

252.225-7013 DUTY-FREE ENTRY (OCT 2025) DFARS

252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUN 2005) DFARS

252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013) DFARS

252.225-7060 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION (JUN 2023) DFARS

52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024) FAR

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023) FAR

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

As prescribed in 232.7004 (b), use the following clause:
(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 System (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.
(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

Invoice (stand-alone) and Receiving Report (stand-alone) or Invoice and Receiving Report (combination)

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

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)
(iii) For customary progress payments based on costs incurred, submit a progress payment request.
(iv) For performance based payments, submit a performance based payment request.
(v) For commercial financing, submit a commercial financing request.
(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.
[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]
(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table *

Field Name in WAWF	Data to be entered in WAWF	Guidance
Pay Official DoDAAC	See Block 12 (SF26), 15 (DD 1155), or 18a (SF1449)	(If blank, see resulting award)
Issue By DoDAAC	See Block 5 (SF26), 6 (DD 1155), or 9 (SF1449)	(If blank, see resulting award)
Admin DoDAAC	See Block 6 (SF26), 7 (DD 1155), or 16 (SF1449)	(If blank, see resulting award)
Inspect By DoDAAC	SEE SECTION B	(If blank, see resulting award)
Ship To Code	SEE SECTION B	(If blank, see resulting award)
Ship From Code	SEE SECTION B	(If blank, see resulting award)
Mark For Code	SEE SECTION B	(If blank, see resulting award)

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

Field Name in WAWF	Data to be entered in WAWF	Guidance
Service Approver (DoDAAC)		(If blank, see resulting award)
Service Acceptor (DoDAAC)		(If blank, see resulting award)
Accept at Other DoDAAC		(If blank, see resulting award)
LPO DoDAAC		(If blank, see resulting award)
DCAA Auditor DoDAAC		(If blank, see resulting award)
Other DoDAAC(s)		(If blank, see resulting award)

(* 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.

See administer listed on page 1

(*Contracting Officer: Insert applicable information or “Not applicable.”*)
(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of Clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS

52.233-3 PROTEST AFTER AWARD (DEVIATION 2026-O0038) (FEB 2026) FAR

52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS, ALT I (DEVIATION 2026-O0038) (FEB 2026) FAR

Alternate I As prescribed in 40.205(b), substitute the following paragraph (e)(1) for paragraph (e)(1) of the basic clause:
(e) *Governmentwide exclusion and removal orders*.
(1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (e)(1). [*Contracting Officer must select either “yes” or “no” for each of the following types of FASCSA orders*:]
Yes **[]** No **[]** DHS FASCSA Order
Yes **[]** No **[]** DoD FASCSA Order
Yes **[]** No **[]** DNI FASCSA Order

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (JAN 2023) DFARS

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2026-O0025) (JUN 2026) DFARS

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023) DFARS

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

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

252.240-7995 PROHIBITION ON CONTRACT AWARDS WITH ENTITIES THAT CONTRACT WITH LOBBYISTS FOR CHINESE MILITARY COMPANIES -- REPRESENTATION (DEVIATION 2026-O0025) (SEP 2026) DFARS

Standard Element ZB_240_7999 has no Title

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR

252.244-7000 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023) DFARS

52.246-2 INSPECTION OF SUPPLIES FIXED PRICE (AUG 1996) FAR

252.246-7004 SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS (OCT 2010) DFARS

252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (JAN 2023) DFARS

252.246-7008 SOURCES OF ELECTRONIC PARTS (JAN 2023) DFARS

52.247-34 F.O.B. DESTINATION (JAN 1991) FAR

52.247-60 GUARANTEED SHIPPING CHARACTERISTICS (JAN 2017) FAR

(a) The offeror is requested to complete paragraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in paragraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box [ ] Fiber Box [ ], Barrel [ ], Reel [ ], Drum [ ], Other (Specify) ;

(ii) Shipping configuration: Knocked-down [ ], Set-up [ ], Nested [ ], Other (specify) ;

(iii) Size of container: ” (Length), × ” (Width), × ” (Height) = Cubic Ft;

(iv) Number of items per container each;

(v) Gross weight of container and contents Lbs;

(vi) Palletized/skidded [ ] Yes [ ] No;

(vii) Number of containers per pallet/skid ;

(viii) Weight of empty pallet bottom/skid and sides Lbs;

(ix) Size of pallet/skid and contents Lbs Cube ;

(x) Number of containers or pallets/skids per railcar *

(A) Size of railcar

(B) Type of railcar

(xi) Number of containers or pallets/skids per trailer *

(A) Size of trailer Ft

(B) Type of trailer

* Number of complete units (line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation ;

(ii) Tender/Tariff ;

(iii) Item .

(b) The guaranteed shipping characteristics requested in paragraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

in accordance with paragraph (a) of this clause.

(End of clause)

252.247-7023 TRANSPORATION OF SUPPLIES BY SEA --- BASIC (OCT 2024) DFARS

Basic. As prescribed in 247.574(b) and (b)(1), use the following clause:
(a) Definitions. As used in this clause --
"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.
"Ocean transportation" means any water-borne transportation aboard a ship, vessel, boat, barge, ferry, or the like outside the internal waters of the United States as defined in 33 CFR 2.24.
"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
"Supplies" means supplies that are clearly identifiable for eventual use by or owned by DoD at the time of transportation by sea, or are otherwise transported by DoD, regardless of ownership or use by DoD. An item is clearly identifiable for eventual use by DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
"U.S.-flag vessel" means either a vessel belonging to the United States or a vessel of the United States as that term is defined in 46 U.S.C. 116.
(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if --
(i) This contract is a construction contract; or
(ii) The supplies being transported are --
(A) Other than commercial products; or
(B) Commercial products that --
(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
(c) The Contractor and its subcontractors may request, via the Contracting Officer, a waiver of the requirement to use a U.S.-flag vessel, or identification of any available U.S.-flag vessels, if the Contractor or a subcontractor sufficiently explains that --
(1) U.S.-flag vessels are not available at a fair and reasonable rate for commercial vessels of the United States; or
(2) U.S.-flag vessels are otherwise not available.
(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, however, if a DoD waiver is not approved prior to shipper's sailing date, this will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --
(1) Type, weight, and cube of cargo;
(2) Required shipping date;
(3) Special handling and discharge requirements;
(4) Loading and discharge points;
(5) Name of shipper and consignee;
(6) Prime contract number; and
(7) A documented description of current, diligent efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of quotes will suffice for this purpose. Copies of telephone notes, emails, and other relevant communications will otherwise be considered for this purpose.
(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
(1) Prime contract number;
(2) Name of vessel;
(3) Vessel flag of registry;
(4) Date of loading;
(5) Port of loading;
(6) Port of final discharge;
(7) Description of commodity;
(8) Gross weight in pounds and cubic feet if available;
(9) Total ocean freight in U.S. dollars; and
(10) Name of the carrier.
(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief --
(1) No ocean transportation was used in the performance of this contract;
(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
(3) Ocean transportation was used, and the Contractor had received a prior-approved waiver for U.S.-flag vessels for all foreign-flag ocean transportation; or
(4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of DoD. The Contractor shall describe these shipments in the following format:

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

*	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
(h) If the Contractor indicated in response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies; however, after the award of this contract, the Contractor learns that supplies will be transported by sea, the Contractor --
(1) Shall notify the Contracting Officer of that fact; and
(2) Hereby agrees to comply with all the terms and conditions of this clause.
(i) Subcontracts. In the award of subcontracts, for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial products, the Contractor shall flow down the requirements of this clause as follows:
(1) The Contractor shall insert the substance of this clause, including this paragraph (i), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR

As prescribed in 52.107(b), insert the following clause:
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):
FAR: https://www.acquisition.gov/far-overhaul/far-part-deviation-guide
DFARS: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html
DLAD: https://www.dla.mil/Acquisition/Policy-and-Directives/

52.253-1 COMPUTER GENERATED FORMS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) FAR

Part 12 Provisions

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2026-O0038) (FEB 2026) FAR

52.212-2 EVALUATION -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 12.205(a)(2), insert a provision substantially as follows:
(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

(b) *Options (if applicable)*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).
(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

PROVISIONS ADDED TO PART 12 BY ADDENDUM

52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION (JAN 2017) FAR

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022) DFARS

52.207-4 ECONOMIC PURCHASE QUANTITY---SUPPLIES (AUG 1987) FAR

As prescribed in 7.203 , insert the following provision:

CONTINUED ON NEXT PAGE

Part 12 Provisions (CONTINUED)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 9.108-6(a), insert the following provision:
(a) *Definitions*. As used in this clause --
Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).
Subsidiary means an entity in which more than 50 percent of the entity is owned --
(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation.
(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.
(c) *Representation*. The Offeror represents that-
(1) It **[]** is, **[]** is not an inverted domestic corporation; and
(2) It **[]** is, **[]** is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 9.104-7(d), insert the following provision:
Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Deviation Date)
(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)

M05 EVALUATION FACTOR FOR USED, RECONDITIONED, REMANUFACTURED SUPPLIES OR UNUSED FORMER GOVERNMENT SURPLUS PROPERTY (SEP 2016)

H18 DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (DPAS) (JUL 2026)

252.215-7013 SUPPLES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (JAN 2023) DFARS

M06 EVALUATION OF OFFERS OF ALTERNATE PRODUCT FOR PART NUMBERED ITEMS (SEP 2016)

L04 OFFERS FOR PART NUMBERED ITEMS (SEP 2016)

(a) For part numbered items, identified in the item description only by the name of an approved source (CAGE code), a part number, and a brief description. Exact product –applies to contract line-item(s) (CLIN(s)):
CAGE code _ Part number

CONTINUED ON NEXT PAGE

Part 12 Provisions (CONTINUED)

Alternate product - applies to CLIN(s):
CAGE code _ Part number
Superseding part number - applies to CLIN(s):
CAGE code _ Part number
Identify reason for superseding Part number:
Administrative P/N change only: Yes _ No
Minor change/No change in configuration: Yes _ No
Previously-approved product - applies to CLIN(s):
Contract or Solicitation Number:
CAGE code _ Part number
Correction to CAGE/Part Number - applies to CLIN(s)
CAGE code in error/same corporation, different division Yes _ No
CAGE code in error/sold to different corporation Yes _ No
Part number not recognized Yes _ No
Obsolete part number Yes _ No
Other Yes _ No
(b) Exact product means a product described by the name of an approved source and its corresponding part number cited in the item description; and manufactured by, or under the direction of, that approved source. An offeror of an exact product must meet one of the descriptions below.
(1) An approved source offering its part number cited in the item description;
(2) A dealer/distributor offering the product of an approved source and part number cited in the item description;
(3) A manufacturer who produces the offered item under the direction of an approved source; and has authorization from that approved source to manufacture the item, identify it as that approved source's name and part number, and sell the item directly to the Government.
(4) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (3) above.
(c) Alternate product.
(1) The offeror must indicate that an alternate product is being offered if the offeror is any one of the following:
(i) An offeror who manufactures the item for an approved source cited in the item description, but does not have authorization from the approved source to identify it as the approved source part number, and sell the item directly to the Government;
(ii) A dealer/distributor offering the product of a manufacturer that meets the description in (i) above;
(iii) An offeror of a reverse-engineered product that is not cited in the item description; or
(iv) An offeror whose product does not meet the criteria of exact product, superseding product or previously approved product.
(2) An offer of an alternate product is an alternate offer.
(d) The offeror must indicate that a superseding part number is being offered if the offered item otherwise qualifies as an exact product, except that the part number cited in the item description has been superseded due to an administrative part number change with no change in configuration of the item.
(e) The offeror must indicate that a previously-approved product is being offered if the product offered has previously been delivered to the Government or otherwise previously evaluated and approved.
(f) Correction to CAGE/Part Number Cited in the Item Description
Submitted by offeror to notify the Government if there is a CAGE code error: same corporation/different division; sold to different corporation; part number not recognized; obsolete part number; other.
(g) Traceability documentation.
(1) The contracting officer may request evidence of the technical acceptability of the product offered. The evidence must be submitted within 2 days, or as otherwise specified, or the offer will not be considered.
(2) For offers of exact product, offerors other than the approved manufacturing source must retain evidence and provide the traceability evidence of the identity of the item and its manufacturing source when requested by the contracting officer.
(i) If offered item(s) are not in stock or not yet manufactured a copy of an original quotation from the approved source to the offeror identifying exact item cited in item description and a quantity sufficient to satisfy the solicitation requirement.
(ii) If offered item(s) are shipped or in stock, a copy of invoice on approved source's letterhead; or a copy of packing slip which accompanied shipment from approved source to offeror. The invoices and packing slips must identify exact item cited in item description and a quantity sufficient to satisfy the solicitation requirement.
(iii) If the offeror is an authorized dealer/distributor, or manufactures the item for an approved source, a copy of the contractual agreement with, or the express written authority of, the approved source to buy, stock, repackage, sell, or distribute the part. The agreement must specifically identify the exact item, or otherwise ensure that the offeror is authorized by the approved source to manufacture or distribute the exact item being acquired. If the agreement covers a general product line or is otherwise not product specific, the offeror must furnish additional documentation to address the exact item being acquired.
(iv) Other verifiable information.
(1) For superseding part number, the offeror may be requested to furnish evidence to establish that there are no changes in the configuration of the part.
(2) For previously approved products, upon request of the contracting officer, the offeror must furnish the contract, solicitation, source approval request (SAR) package, or letter of approval under which the product was previously furnished or approved.
(h) Alternate offer data.
(1) The contracting officer may request drawings, specifications, or other data necessary to clearly describe the characteristics and features of an alternate offer. Data submitted shall cover design, materials, performance, function, interchangeability, inspection or testing criteria, and other characteristics of the offered product. The contracting officer may also request drawings and other data covering the design, materials, etc., of the exact product cited in the item description if the Agency does not possess data sufficient to evaluate the alternate product. The data must be submitted within 10 days, or as otherwise specified, or the offer will not be considered.
(2) If the alternate product is a reverse-engineered product, the offeror shall provide: technical documentation to establish that the offered item represents the exact item specified in the item description (i.e., invoice from an approved source or submission of samples having markings of an approved source); number

CONTINUED ON NEXT PAGE

Part 12 Provisions (CONTINUED)

of samples that were examined; the process/logic used; raw data (measurements, lab reports, test results) used to prepare drawings or specifications for the offered item; any additional evidence that indicates the reverse-engineered item will function properly in the end item; and any evidence that life cycle/ reliability considerations have been analyzed.
(j) Evaluation of alternate offers
If the solicitation does not provide for evaluation of alternate offers for the current procurement, the offeror may submit a request for evaluation of the alternate product's technical acceptability for future procurements of the same item. The request for evaluation shall cite the national stock number (NSN) of the exact product and include the applicable level of technical data. The level of technical data that the Government has available for use to evaluate the acceptability of an alternate product offered, and the corresponding level of technical data that must be furnished with an offer of alternate product, will be identified in the item description and/or via correspondence with the appropriate location below.
(1) For solicitation numbers beginning with SPE7:
DLA Land and Maritime
Directorate of Procurement Alternate offer monitor, BPP
Post Office (P.O.) Box 3990
Columbus, Ohio 43218-3990
(2) For solicitation numbers beginning with SPE4:
DLA Aviation
Office of the Competition Advocate
Attention: BPC
8000 Jefferson Davis Highway
Richmond, Virginia 23297-5100
(3) For solicitation numbers beginning with SPE1, SPE2, SPE3, SPE5, or SPE8:
DLA Troop Support
Attention: (see note below)
700 Robbins Avenue
Philadelphia, Pennsylvania 19111-5096
Note: The address (attention line) will change based on the 4th digit of the PIIN as follows:
SPE1 = Clothing and Textile (C&T)
SPE2 = Medical
SPE3 = Subsistence
SPE5 = Industrial Hardware (formerly Aviation or L&M detachments)
SPE8 = Construction and Equipment (C&E)
(4) For solicitation numbers beginning with SPRRA1 and SPRRA2:
Defense Logistics Agency - DLA Aviation
Office of the Competition Advocate
Building 5201
Redstone Arsenal, Alabama 35898
(5) For solicitation numbers beginning with SPRPA1:
DLA Philadelphia
Competition Advocate Office
700 Robbins Avenue Building 1
Philadelphia, Pennsylvania 19111-5098
(6) For Tank-Automotive and Armaments Command (TACOM) Depot Level Repairable (DLR) - DLA Land and Maritime solicitations beginning with SPRDL1:
Defense Logistics Agency
DLR Procurement Operations - ZG
6501 East Eleven Mile Road
Warren, Michigan 48397-5000
(7) For Communications-Electronics Command (CECOM) DLR-DLA Land and Maritime solicitations beginning with SPRBL1: Defense Logistics Agency
DLR Procurement Operations - ZL
6001 Combat Dr., Rm. C1-301
Aberdeen Proving Ground, MD 21005-1846

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

252.225-7000 BUY AMERICAN -- BALANCE OF PAYMENTS PROGRAM CERTIFICATE (FEB 2024) DFARS

Basic. As prescribed in 225.601(1), use the following provision:
(a) Definitions. “Commercially available off-the-shelf (COTS) item,” “component,” “critical component,” “critical item,” “domestic end product,” “foreign end product,” “qualifying country,” “qualifying country end product,” and “United States,” as used in this provision, have the meanings given in the 252.225-7001, Buy American and Balance of Payments Program --Basic clause of this solicitation.
(b) Evaluation. The Government --
(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.
(c) Certifications and identification of country of origin.
(1) For all line items subject to the Buy American and Balance of Payments Program --Basic clause of this solicitation, the Offeror certifies that --

CONTINUED ON NEXT PAGE

Part 12 Provisions (CONTINUED)

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(4) of this provision contains a critical component or a critical item; and
(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country. For those 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".
(2) The Offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin

(3) The following end products are other foreign end products, including 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".

Line Item Number	Country of Origin (If known)	Exceeds 55% Domestic Content (yes/no)

(4) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component or a critical item (see Federal Acquisition Regulation 25.105).
Domestic end products containing a critical component or a critical item: Line Item Number _[List as necessary]

(End of provision)

252.225-7059 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION -- REPRESENTATION (JUN 2023) DFARS

252.225-7966 PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS - REPRESENTATION (CLASS DEVIATION 2024-O0006, REVISION 1) (MAR 2024) DFARS

Use the following provision in solicitations that include the clause at 252.225-7967:

(a) *Definitions*. The terms *business operations* and *fossil fuel company* have the meanings given in the 252.225-7967 clause of this solicitation.

(b) *Representation*. By submission of an offer, the Offeror represents it is not, or that it does not knowingly have fossil fuel business operations with an entity or individual that is, 50 percent or more owned, individually or collectively, by --
(1) An authority of the government of the Russian Federation; or
(2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company transports oil or gas --
(i) Through the Russian Federation for sale outside of the Russian Federation; and
(ii) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions as of the date on which the contract is awarded.

(End of provision)

L06 AGENCY PROTESTS (DEC 2016)

52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 40.205(a), insert the following provision:
(a) *Definitions.* As used in this provision- --
Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.
Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.
Marginalized populations of Sudan means --
(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

CONTINUED ON NEXT PAGE

Part 12 Provisions (CONTINUED)

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate --
(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.

Sensitive technology --
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically --
(i) To restrict the free flow of unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.
(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”
(2) *FASCSA Orders*.
(i) The Offeror shall search in SAM for the phrase “FASCSA order” for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.
(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).
(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.
(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit) --
(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and
(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).
(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.
(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.
(f) *Iran Representation and Certifications*.
(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer --
(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)
(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if --
(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and
(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.
(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
(g) *Disclosure*.
(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

CONTINUED ON NEXT PAGE

Part 12 Provisions (CONTINUED)

(i) Contract number and order number, if applicable;
(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;
(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);
(vii) Whether alternative products or services are available that would be compliant with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions undertaken or recommended.
(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:
(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.
(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.
(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016) DFARS

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019) DFARS

(a) *Definitions.* As used in this provision, *covered defense telecommunications equipment or services* has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.
(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (*https://www.sam.gov*) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".
(c) *Representation.* The Offeror represents that it [ ] does, [ ] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

252.204-7017 PROHIBITION ON THE ACQUISITON OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (MAY 2021) DFARS

As prescribed in 240.270-6(b), use the following provision:
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

CONTINUED ON NEXT PAGE

Part 12 Provisions (CONTINUED)

Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

252.240-7996 PROHIBITION ON CONTRACT AWARDS TO CHINESE MILITARY COMPANIES -- REPRESENTATION (DEVIATION 2026-O0025) (SEP 2026) DFARS

252.240-7998 PROHIBITION ON THE PROCUREMENT OF COVERED SEMICONDUCTOR PRODUCTS AND SERVICES FROM COMPANIES PROVIDING COVERED SEMICONDUCTOR PRODUCTS AND SERVICES TO HUAWEI -- REPRESENTATION (SEP 2026) (DEVIATION 2026-O0025) DFARS

252.204-7024 NOTICE ON THE USE OF THE SUPPLIER PERFORMANCE RISK SYSTEM (MAR 2023) DFARS

252.239-7098 PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES---REPRESENTATION (DEVIATION 2021-O0003) (APR 2021)

Include the following provision in all solicitations, including solicitations for the acquisition of commercial items under FAR part 12, that will use funds made available by the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions as contained in section 8116, division C, title VIII, of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260).

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

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

(End of provision)