

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000196632		PAGE 1 OF 16	
2. CONTRACT NO. SPE300-25-D-W014		3. AWARD/EFFECTIVE DATE 2025 JUN 01		4. ORDER NUMBER		5. SOLICITATION NUMBER SPE300-25-R-0032	
6. SOLICITATION ISSUE DATE 2025 MAR 17		7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No collect calls)	
8. OFFER DUE DATE/LOCAL TIME		9. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Local Admin: TIFFANIE BARTHELEMY DTB0184 Tel: 445-737-3252 Email: TIFFANIE.BARTHELEMY@DLA.MIL		CODE SPE300		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 311812 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 days		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS : None	
17a. CONTRACTOR/ OFFEROR BIMBO BAKERIES USA, INC. 355 BUSINESS CENTER DR HORSHAM PA 19044-3414 USA TELEPHONE NO. 7576460771		CODE 1RBL5		FACILITY CODE		18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM		CODE SL4701			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
		See Schedule					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$7,500,000.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED						<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. SPE300-25-R-0032 OFFER DATED 2025-May-06 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH , HEREIN IS ACCEPTED AS TO ITEMS: See Schedule of Items	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Amy Paradis</i>			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print) Amy Paradis Amy.Paradis@dla.mil		31c. DATE SIGNED 2025 MAY 22	

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Prescribed by GSA - FAR (48 CFR) 53.212

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

Form**I. SOLICITATION/CONTRACT FORM**

The terms and conditions set forth in solicitation SPE300-25-R-0032, Amendment 0001, dated April 2, 2025, and Amendment 0002, dated April 15, 2025 are incorporated into subject contract.

The following documents are incorporated by reference into the subject contract: your final offer, which is being accepted by the Government to form this contract, dated May 6, 2025.

II. PERFORMANCE PERIOD:**A. Effective Period of the Contract:**

June 1, 2025 through June 3, 2028

Ordering commences on June 2, 2025 with first deliveries beginning June 4, 2025 for Troop customers.

B. ESTIMATED DOLLAR VALUE/GUARANTEED MINIMUM/MAXIMUM

The guaranteed minimum on this contract is \$100,000.00. The maximum ceiling on this contract is \$7,500,000.00.

III. ORDERING CATALOGS

The following are part of Bimbo Bakeries offer and are hereby incorporated as part of subject contract:

SUPPLIES OF SERVICES AND PRICES

ITEMS: Fresh Bread and Bakery Items listed in Attachment 1 of this document.

CUSTOMERS: DoD Troop Customers in the South Carolina Zone listed in Attachment 2 of this document.

FOB TERMS: FOB Destination for all items.

CATALOG #: DoD Troop customers in Fort Jackson, Shaw AFB, and Charleston AFB will order under SPE300-25-D-W014. Bimbo Bakeries will invoice in accordance with the customer's orders.

Bimbo Bakeries will not invoke any additional charges for emergency orders (defined as an order that is placed for same day delivery).

DELIVERIES AND PERFORMANCE

The following are the designated plant locations for the performance of this contract for all contract line items:

CONTINUED ON NEXT PAGE

Form (CONTINUED)**Place of Performance:**

Bimbo Bakeries USA
272 Broughton St
Orangeburg, SC 29115

Bimbo Bakeries USA
3310 Panthersville Rd
Decatur, GA 30034

Bimbo Bakeries USA
320 E. Main Street
Valdese, NC 28690

St. Armands Baking Company
2811 59th Ave Dr E
Bradenton, FL 34203

REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2022)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 3862(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Officials Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including --

- (1) Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
- (2) Data other than certified cost or pricing data, in accordance with subsection [215.403-5](#) of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to --

- (1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
- (2) Final adjustments under an incentive provision of the contract.

(End of clause)

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-25-D-W014	PAGE 5 OF 16 PAGES
<p>Part 12 Clauses (CONTINUED)</p> <p>Part 12 Clauses</p> <p>52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders --Commercial Products and Commercial Services.</p> <p>As prescribed in 12.301(b)(4), insert the following clause:</p> <p>Contract Terms and Conditions Required To Implement Statutes or Executive Orders --Commercial Products and Commercial Services (Jan 2025)</p> <p>(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:</p> <p>(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)).</p> <p>(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).</p> <p>(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).</p> <p>(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).</p> <p>(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).</p> <p>(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).</p> <p>(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)).</p> <p>(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:</p> <p>[Contracting Officer check as appropriate.]</p> <p><input checked="" type="checkbox"/> (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with <i>Alternate I</i> (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).</p> <p><input type="checkbox"/> (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).</p> <p><input type="checkbox"/> (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.)</p> <p><input type="checkbox"/> (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).</p> <p><input checked="" type="checkbox"/> (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C.</p> <p style="text-align: right;">CONTINUED ON NEXT PAGE</p>		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-25-D-W014	PAGE 6 OF 16 PAGES
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Part 12 Clauses (CONTINUED)

[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](#).

X (12) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ([31 U.S.C. 6101 note](#)).

X (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](#)).

X (16) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (17) [Reserved]

___ (18) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

___ (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 (Feb 2024) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

X (21) (i) [52.219-9](#), Small Business Subcontracting Plan (Sep 2023) ([15 U.S.C. 637\(d\)\(4\)](#)).

___ (ii) Alternate I (Nov 2016) of [52.219-9](#).

X (iii) Alternate II (Nov 2016) of [52.219-9](#).

___ (iv) Alternate III (Jun 2020) of [52.219-9](#).

___ (v) Alternate IV (Sep 2023) of [52.219-9](#).

___ (22) (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-25-D-W014	PAGE 7 OF 16 PAGES
--------------------	--	--------------------

Part 12 Clauses (CONTINUED)

___ (ii) Alternate I (Mar 2020) of [52.219-13](#).

___ (23) [52.219-14](#), Limitations on Subcontracting (Oct 2022) ([15 U.S.C. 637s](#)).

X (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](#), Post Award Small Business Program Rerepresentation (Feb 2024) ([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 (Feb 2024).

___ (33) [Reserved]

___ (34) [Reserved]

___ (ii) Alternate I (Feb 1999) of [52.222-26](#).

X (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](#).

X (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](#).

X (37) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

X (38) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (39) (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).

___ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

___ (40) [52.222-54](#), Employment Eligibility Verification (May 2022) (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](#)

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-25-D-W014	PAGE 8 OF 16 PAGES
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Part 12 Clauses (CONTINUED)

[\(c\)\(3\)\(A\)\(ii\)](#). (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. 76711).

___ (47) (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).

___ (ii) Alternate I (Jan 2017) of [52.224-3](#).

X (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](#)).

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-25-D-W014	PAGE 9 OF 16 PAGES
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Part 12 Clauses (CONTINUED)

___ (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) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

___ (64) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

___ (iii) Alternate II (Nov 2021) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

___ (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

___ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

___ (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

___ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

X (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-25-D-W014	PAGE 10 OF 16 PAGES
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Part 12 Clauses (CONTINUED)

___ (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 (Feb 2024) ([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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-25-D-W014	PAGE 11 OF 16 PAGES
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Part 12 Clauses (CONTINUED)

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 (May 2022) (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) [52.247-64](#), 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](#).

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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-25-D-W014	PAGE 12 OF 16 PAGES
<p>Part 12 Clauses (CONTINUED)</p> <p>(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.</p> <p>(End of clause)</p> <p>52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR</p> <p>252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (JAN 2023) DFARS</p> <p>252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2024-O0013) (MAY 2024) DFARS</p> <p>(a) <i>Definitions.</i> As used in this clause</p> <p><i>Adequate security</i> means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.</p> <p><i>Compromise</i> means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.</p> <p><i>Contractor attributional/proprietary information</i> means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.</p> <p><i>Controlled technical information</i> means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.</p> <p><i>Covered contractor information system</i> means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.</p> <p><i>Covered defense information</i> means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI)</p> <p>Registry at http://www.archives.gov/cui/registry/category-list.html, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is --</p> <p>(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or</p> <p>(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.</p> <p><i>Cyber incident</i> means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.</p> <p><i>Forensic analysis</i> means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.</p> <p><i>Information system</i> means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.</p> <p><i>Malicious software</i> means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.</p> <p style="text-align: right;">CONTINUED ON NEXT PAGE</p>		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-25-D-W014	PAGE 13 OF 16 PAGES
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Part 12 Clauses (CONTINUED)

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data --Other Than Commercial Products and Commercial Services, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security.* The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

- (i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.
- (ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations", Revision 2 (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>).

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall --

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-25-D-W014	PAGE 14 OF 16 PAGES
<p>Part 12 Clauses (CONTINUED)</p> <p>(ii) Rapidly report cyber incidents to DoD at https://dibnet.dod.mil.</p> <p>(2) <i>Cyber incident report.</i> The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at https://dibnet.dod.mil.</p> <p>(3) <i>Medium assurance certificate requirement.</i> In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see https://public.cyber.mil/ecad/.</p> <p>(d) <i>Malicious software.</i> When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.</p> <p>(e) <i>Media preservation and protection.</i> When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.</p> <p>(f) <i>Access to additional information or equipment necessary for forensic analysis.</i> Upon request by DoD, the Contractor shall provide DoD with access to additional information equipment that is necessary to conduct a forensic analysis.</p> <p>(g) <i>Cyber incident damage assessment activities.</i> If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.</p> <p>(h) <i>DoD safeguarding and use of contractor attributional/proprietary information.</i> The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.</p> <p>(i) <i>Use and release of contractor attributional/proprietary information not created by or for DoD.</i> Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD --</p> <p>(1) To entities with missions that may be affected by such information;</p> <p>(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;</p> <p>(3) To Government entities that conduct counterintelligence or law enforcement investigations;</p> <p>(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or</p> <p>(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.</p> <p>(j) <i>Use and release of contractor attributional/proprietary information created by or for DoD.</i> Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph</p> <p>(i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.</p> <p>(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.</p> <p>(l) <i>Other safeguarding or reporting requirements.</i> The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.</p> <p>(m) <i>Subcontracts.</i> The Contractor shall --</p> <p>(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial products or commercial services, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as</p>		
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Part 12 Clauses (CONTINUED)

covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to --

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

- 252.204-7014 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS (JAN 2023) DFARS
- 252.215-7014 EXCEPTION FROM CERTIFIED COST OR PRICING DATA REQUIREMENTS FOR FOREIGN MILITARY SALES INDIRECT OFFSETS (DEC 2022) DFARS
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021) FAR
- 252.223-7009 PROHIBITION OF PROCUMENT OF FLOURINATED AQUEOUS FILM-FORMING FOAM FIRE-FIGHTING AGENT FOR USE ON MILITARY INSTALLATIONS (MAR 2024) FAR
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023) FAR
- 52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR
- 252.244-7000 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023) DFARS
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR
- 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023) DFARS
- 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023) FAR
- 52.204-28 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- FEDERAL SUPPLY SCHEDULES, GOVERNMENTWIDE ACQUISITION CONTRACTS, AND MULTI-AGENCY CONTRACTS (DEC 2023) FAR
- 52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- PROHIBITION (DEC 2023) FAR

Attachments

List of Attachments

Description	File Name
ATTACH_Attachment_1__Schedule_of_Items	Attachment 1 - Schedule of Items.xlsx
ATTACH_Attachment_2__Delivery_Schedule	Attachment 2 - Delivery Schedule.xlsx

PID Data - Custom Clause

Header

Attachments (CONTINUED)

Header
C1