

**ITES-4H OCONUS TERMS AND CONDITIONS**

**BETWEEN**

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\_\_\_\_\_  
\_\_\_\_\_

(Also Referred to as **Subcontractor, Offeror** or **Seller**)

**AND**

**Iron Bow Technologies, LLC**  
2121 Cooperative Way, Suite 500  
Herndon, VA 20171

(Also Referred to as **Prime Contractor** or **Buyer**)

**ADDITIONAL OR DIFFERING TERMS, CONDITIONS OR LIMITATIONS OF LIABILITY PROPOSED BY SELLER, WHETHER IN A QUOTE, ACCEPTANCE OR DELIVERY DOCUMENT SHALL HAVE NO EFFECT UNLESS ACCEPTED IN WRITING BY BUYER. IN PARTICULAR, ANY LIMITATION OF LIABILITY OR DISCLAIMER OF WARRANTY IS EXPRESSLY REJECTED.**

**\*\*ALL DELIVERY ORDERS/EFFORTS AWARDED UNDER ITES-4H, UNLESS OTHERWISE SPECIFIED, DELIVERY IS REQUIRED WITHIN 35 DAYS OF RECEIPT OF THE DO FOR OCONUS\*\***

**I. CONTRACT CLAUSES, SPECIAL PROVISIONS AND ADDENDUM**

52.212-4 -- Contract Terms and Conditions - Commercial Items (Nov 2023)

**(a) Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

**(b) Assignment.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

**(c) Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

**(d) Disputes.** This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

**(e) Definitions.** The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

**(f) Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**(g) Invoice.**

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**(h) Patent indemnity.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

**(i) Payment.**

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

**(j) Risk of loss.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

**(k) Taxes.** The contract price includes all applicable Federal, State, and local taxes and duties.

**(l) Termination for the Government's convenience.** The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

**(m) Termination for cause.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**(n) Title.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

**(o) Warranty.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

**(p) Limitation of liability.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

**(q) Other compliances.** The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**(r) Compliance with laws unique to Government contracts.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

**(s) Order of precedence.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

**(t) System for Award Management (SAM).**

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review

and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to:

(A) Change the name in the SAM database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor’s SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

**(u) Unauthorized Obligations.**

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

**(v) Incorporation by reference.** The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

## II. ADDENDUM TO FAR 52.212-4 SPECIAL PROVISIONS

### Pricing Terms \_\_\_\_\_

The contractor shall perform the ITES-4H effort in accordance with the Statement of Work (SOW) and provide all of the items identified in Part B of the Schedule over the life of the contract, which includes Contract Line Item Numbers (CLINs) for Catalog Items, Noncatalog Items, and Unpriced Items.

(a) Catalog Items (CLINs 0101 through 0702 and corresponding option CLINs). The contractor shall provide all of the items in the CLIN description for each of the equipment categories identified. The items shall be provided from a catalog. All items proposed in the catalogs must be commercial in nature and meet the definition of commercial items as set forth in FAR 2.101. The contract type for Catalog Items CLINs is firm fixed price.

(1) Discounts. A single discount percentage shall be identified for each of the ITES-4H catalogs and shall apply to all the equipment identified in that catalog. A single discount percentage shall be identified for warranty variance for each of the ITES-4H catalogs (except Catalog VII). The discount percentage may be different for each catalog.

(A) Items shall be provided from the catalog at a price that reflects the discount for the equipment category when applied to the catalog price, or a lesser price.

(B) RESERVED.

(C) The discount for the equipment category shall apply to items provided from the catalog and any replacement or revision to the catalog to include logical derivatives and descendants.

(D) The catalog discount shall be fixed and shall apply to the entire life of the contract, including option periods.

(E) Additional discounts, from the established catalog discount, may be provided under individual orders as negotiated by the ordering contracting officer. Any and all agreements to reduce pricing shall be subject to all other terms and conditions set forth in this contract. Contract terms and conditions may not be waived nor additional products (not specified in Part B - Supplies or Services and Prices/Costs) be sold as part of the price reduction agreement.

(2) Catalogs established expressly for this contract are not acceptable.

(3) In addition to use of offerors commercial catalog, publically published price list, the use of a GSA Schedule or other Government contract vehicles, such as NASA SEWP IV, NIH, etc. as a catalog is permissible.

(4) For each of the equipment categories, the contractor shall identify a catalog, catalogs, or portions of a catalog, from which it will provide the items. The contractor shall identify the catalog for each equipment category by unique name/publication number or similar unique identifier. The contractor shall likewise identify all subsequent publications of that catalog (descendants or logical derivatives).

(5) Items provided from a catalog shall be compliant with the terms and conditions of the ITES-4H contract; the contractor shall provide items that are compliant with Federal laws and regulations.

(6) The contractor shall establish and maintain a web-based ordering catalog for items provided under this contract that will include a description of the items available through the catalogs.

(7) Catalog Ordering Constraints. The contractor is responsible for assuring that items furnished under the contract from the specified catalogs are within the scope of the equipment category descriptions as set forth in Part B of the contract, they comply with the terms and conditions of the contract, and they comply with Federal laws and regulations (e.g., TAA). Non-compliant and out-of-scope items shall be eliminated from the catalogs for ordering purposes and shall not be purchasable under the contract. The Government reserves the right to have noncompliant items eliminated from ordering. Additionally, in the event that the contractor provides items from catalogs that exceed the scope established by the catalog equipment category descriptions, the Government reserves the right to suspend ordering under the contract. The right of suspension is in addition to and not in substitution of any other rights of the Government under the contract.

(b) Unpriced Items. CLINs in this series are for unpriced items.

(1) Non-Catalog Items (CLIN 0801 and corresponding option CLINS) and Related Software (CLIN 0803 and corresponding option CLINS). Pricing for these items shall be based on existing commercial, GSA agreements, or other Government contract vehicle prices and established by the ordering contracting officer at the time of order. Price is To Be Determined (TBD). These CLINs are provided for the ordering of items not covered by other contract CLINs that are within the scope of the contract for ITES-4H as indicated in the SOW. These CLINs include items or new technology needed to complete an order under ITES-4H in order to be fully responsive to the particular needs of a user. Items shall otherwise comply with the provisions of the contract. Pricing for all items furnished under this CLIN shall be firm fixed price.

(A) DoD Enterprise Software Initiative (ESI) (CLIN 0807 and corresponding option CLINS). Contractors shall, when authorized by the Government, order from the DoD ESI sources to obtain the software to satisfy the requirement. Commercial software purchased by the contractor to satisfy the requirement shall be firm fixed price with no markups (e.g. G&A, OH, Profit). Price is TBD.

(2) Related Services (CLIN 0804 and corresponding option CLINS). The contractor shall provide services related to equipment acquired under this contract. Related services include but are not limited to system configuration and integration, physical site analysis, installation and relocation, and high availability configuration. Pricing for services provided under this CLIN shall be firm fixed price. Price is TBD.

(3) Other Direct Expenses (CLIN 0808 and corresponding option CLINS). Items used in providing the services shall be priced on a firm fixed price basis. Travel and per diem will be quoted on a firm fixed price basis and shall be priced in accordance with the then current version of the Federal Travel Regulations (FTR) and the Joint Travel Regulations (JTRs). Price is TBD.

(4) OCONUS Shipping (CLIN 0805 and corresponding option CLINS). The contractor shall provide OCONUS shipping under this contract on a firm fixed price basis. Price is TBD. Delivery prices for OCONUS shipments shall be separately negotiated as a firm fixed price CLIN under individual delivery orders.

(5) Shipping Variations (CLIN 0806 and corresponding option CLINS). The contractor shall provide shipping variation options under this contract on a firm fixed price basis for individual delivery orders. Price is TBD. Shipping variations include alternate or additional delivery terms or schedules, such as ship-in-place, expedited shipping or shipping to APO addresses.

(6) Ordering contracting officers must establish prices for orders of unpriced items using the policies and methods of FAR

15.4.

(c) Non-Catalog Items (CLIN 0801 and corresponding option CLINS). The Government reserves the right to add CLINs for individual items to Section B that are not catalog items, as necessary.

#### **Clauses by Addendum to 52.212-4**

The following are incorporated by reference:

52.203-3 GRATUITIES

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

52.232-22 LIMITATION OF FUNDS

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT

252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES

252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS

**Clauses Incorporated by Reference.** In accordance with FAR 52.252-2, this contract incorporates the following FAR and DFARS clauses by reference. In any FAR and DFARS clauses by reference included herein by reference, the term “Contractor” shall mean Subcontractor and the term “Government” shall mean Prime Contractor, provided the use of such terms shall convey data and patent rights only to the U.S. Government, and that in provisions relating to Government property, audit or compliance with federal regulations, the U.S. Government will act on its own behalf.

1	52.203-3	GRATUITIES	APR/1984
2	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
3	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	
		AUG/2020	
4	52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS and COMMERCIAL SERVICES	NOV/2023
5	52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	
		DEC/2007	
6	52.223-16	ACQUISITION OF EPEAT <sup>[supreg]</sup> -REGISTERED PERSONAL COMPUTER PRODUCTS	OCT/2015
7	52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN/1997
8	52.232-18	AVAILABILITY OF FUNDS	APR/1984
9	52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY/1999
10	52.242-13	BANKRUPTCY	JUL/1995
11	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/2012
12	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
13	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
14	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	
		DEC/2022	
15	252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES.	JAN 2023
16	252.216-7010	POSTAWARD DEBRIEFINGS FOR TASK ORDERS AND DELIVERY ORDERS	DEC 2022
17	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	
		APR/1992	
18	252.204-7004	ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS	
		JAN/2023	
19	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	
		MAY/2024	
20	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
21	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	OCT/2015
22	252.219-7004	SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)	
		OCT/2014	
23	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	
		DEC/2012	
24	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	
		APR/2022	
25	252.225-7021	TRADE AGREEMENTS--BASIC	OCT/2015
26	252.225-7039	DEFENSE CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES	JAN/2015
27	252.225-7040	CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES	OCT/2015
28	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997

29 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS JAN/2023

30 252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS FEB/2014

31 252.227-7015 TECHNICAL DATA--COMMERCIAL ITEMS FEB/2014

32 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA JUN/2013

33 252.228-7003 CAPTURE AND DETENTION DEC/1991

34 252.231-7000 SUPPLEMENTAL COST PRINCIPLES DEC/1991

35 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS DEC/2018

36 252.232-7010 LEVIES ON CONTRACT PAYMENTS DEC/2006

37 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL JUN/2013

38 252.239-7018 SUPPLY CHAIN RISK OCT/2015

39 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT DEC/2022

40 252.244-7000 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES NOV/2023

41 252.204-7022 EXPEDITING CONTRACT CLOSEOUT MAY/2021

42 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM FEB/2024

43 252.247-7003 PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER JUN/2013

44 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA—BASIC APR/2014

45 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA MAR/2000

46 252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES AUG/2012

47 252.237-7019 TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES JUN/2013

48 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS JAN/2016

49 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION JUN 2023

50 252.246-7008 SOURCES OF ELECTRONIC PARTS JAN 2023

51 252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES MAY/1999

52 252.225-7048 EXPORT-CONTROLLED ITEMS JUN/20

DFARS CLAUSES INCORPORATED BY FULL TEXT

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

(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 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](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/cc/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

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(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

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(If items are identified in the Schedule, insert “See Schedule” in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables 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 (i), (ii), (iii), or (iv) 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.\*\*

(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

(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.

### **III. 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial PRODUCTS AND COMMERCIAL SERVICES (JAN 2025) DEVIATION 2025-O0004 (MAR 2025) (DEVIATION 2025-O0003 AND 2025-O0004)**

#### **CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2025) DEVIATION 2025-O003 AND 2025-O0004)**

(a) The subcontractor 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 items:

[52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#) Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (DEC 2023)

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(5) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( [31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).

(6) [52.233-3](#), Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Subcontractor shall comply with the FAR clauses in this paragraph (b) that the Prime Contractor has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021)(41 U.S.C. 4704 and 10 U.S.C. 4655).

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)(41 U.S.C.3509))

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.)

52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)) (Pub. L. 109-282) (31 U.S.C. 6101 note).

52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328)

52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (JAN 2025) (31 U.S.C. 6101 note).

52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

52.219-8, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C. 637(d)(2) and (3)).

52.219-9, Small Business Subcontracting Plan (JAN 2025) (15 U.S.C. 637(d)(4)).

52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

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)

52.219-28, Post Award Small Business Program Representation (JAN 2025)(15 U.S.C. 632(a)(2))

[52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ( [15 U.S.C. 644\(r\)](#))

[52.219-33](#), Nonmanufacturer Rule (Sep 2021) ( [15 U.S.C. 637\(a\)\(17\)](#))

52.222-3, Convict Labor (June 2003)(E.O. 11755)

52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2025) (E.O. 13126).

52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212)

52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020)(29 U.S.C. 793)

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

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

52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627)

52.225-5, Trade Agreements (NOV 2023) ( [19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

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 Treasury)

52.226-8, Encouraging Contractor Policies to Ban Text Messaging while Driving (May 2024) (E.O. 13513)

52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b)

52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514)

52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513)

52.232-33, Payment by Electronic Funds Transfer -- System for Award Management (Oct2018)(31 U.S.C. 3332)

52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332)

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

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

(d) Comptroller General Examination of Record. The Subcontractor 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 Contractors 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 items 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 by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91)
- (v) 52.204-25, Prohibition on Contracting Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021) (Section 889 (a)(I)(A) of Pub. L. 115-232)
- (vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328)
- (vii) (A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub L. 115-390, title II)
- (B) Alternate I (Dec 2023) of 52.204-30.
- (viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of the subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (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)52.2222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O.13627)
  - (B) Alternate I (Mar 2015) of 52.2222-5 (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) 52.225-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67)
- (xix)52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989)
- (xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022)
- (xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706)
- (xxii)
  - (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a)
  - (B) Alternate I (Jan 2017) (5 U.S.C. 552a)
- (xxiii) 52.225-26, Contractors
  - (xvii) 52.226-6, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as mended, of the National Defense Authorization for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note)
  - (xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C.1792) Flow down required in accordance with paragraph ( e) of FAR clause 52.226-6
  - (xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( 31 U.S.C. 3903 and 10 U.S.C. 3801) Flow down required in accordance with paragraph ( c ) of 52.232-40
  - (xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec)
  - (xxvii) 52.247-64, Preference for Privately Owned U.S. Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631) Flow down required in accordance with paragraph (d) of FAR clause 52.247-64
  - (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

#### **IV. Standards and Policies:**

The following specifications, standards, policies and procedures represent the constraints placed on this acquisition. All documents listed are mandatory, as applicable. Applicability is as defined in the document. The list is not all-inclusive. Web links are provided wherever possible. Documents can be found on the Army Publishing Directorate (APD) open directory for public documentation at

<https://armypubs.army.mil/>. In addition, Defense Information Systems Agency (DISA) for Department of Defense (DoD) scope at <https://disa.mil/About/DISA-Issuances>, and National Institute of Standards and Technology (NIST) for Government scope found at <https://www.nist.gov/publications>.

**(1) Army Enterprise Standardization**

- Army Enterprise Desktop Software Standardization (TECHCON 2003-005c) 13 September 2006.
- Army Regulation: *AR 25-1 (15 July 2019), ARMY INFORMATION TECHNOLOGY*.  
2–3. Assistant Secretary of the Army (Acquisition, Logistics and Technology) “Ensure Army utilization of CHES and common hardware systems (CHS) as the mandatory sources for commercial IT hardware, software, services, and tactical/operational hardware solutions consistent with the requirements of this AR.”  
3–16. Execution  
a. All hardware and software solutions must be acquired through CHES or CHS procurement vehicles or receive an approved waiver through the ITAS,
- DFARS SUBPART 208.74-ENTERPRISE SOFTWARE AGREEMENTS (Revised January 31, 2023) Departments and agencies shall fulfill requirements for commercial software and related services, such as software maintenance, in accordance with the DoD Enterprise Software Initiative (ESI) (see website at <http://www.esi.mil/>). ESI promotes the use of enterprise software agreements (ESAs) with contractors that allow DoD to obtain favorable terms and pricing for commercial software and related services. ESI does not dictate the products or services to be acquired.
- DoD Instruction 8010.01 Department Of Defense Information Network (DoDIN) Transport - This is the policy directing the authorized use of DoDIN by all military branches and US Coast Guard.
- Army Regulation AR-25-2 (04 April 2019), ARMY CYBERSECURITY  
Summary: This regulation establishes the Army Cybersecurity Program and sets forth the mission, responsibilities, and policies to ensure uniform implementation of public law and Office of Management and Budget, Committee on National Security Systems, and Department of Defense issuances for protecting and safeguarding Army information technology, to include the Army-managed portion of the Department of Defense Information Network, (hereafter referred to as information technology) and information in electronic format (hereafter referred to as information). Information technology includes infrastructure, services, and applications used directly by the Army or for the Army by legal agreements or other binding contracts

**(2) Army Knowledge Management**

- Memorandum, Secretary of the Army and Chief of Staff of the Army: Army Knowledge Management (AKM) Guidance Memorandum: Capabilities-Based Information Technology (IT) Port-folio Governance, 20 July 2015 )
- AFARS -- Part 5139, Acquisition of Information Technology. (Revised 17 March 2025)
- AR 25-1, 4–17. Maintaining the Army’s Hardware and Software Baseline - Organizations must use only authorized products listed on the UC Approved Products List at <https://aplits.disa.mil/>.

### **(3) Information Assurance – Army and DOD Policy**

- AR 25-2, Information Management, Army Cybersecurity, 04 April 2019.
- CJCSI 6212.01E Interoperability and Supportability of Information Technology and National Security Systems, 15 December 2008.
- DoD Instruction (DoDI) 8500.01, Cybersecurity, 7 October 2019.
- DoDI 8510.01, Risk Management Framework (RMF) for DoD Information Systems, 19 July 2022.
- DODI 8580.1, Information Assurance (IA) in the Defense Acquisition System, 9 July 2004.
- DoD Directives (DoDD) 8000.01, Management of The Department of Defense Information Enterprise (DoD IE) 17 March 2016.
- DODD 8115.01, Information Technology Portfolio Management, 10 October 2005.
- Defense Acquisition Guidebook \_ Chapter 7 Acquiring Information Technology and National Security Systems, Section 7.5 Information Assurance
- Director of Central Intelligence (DCI) Directive 6/3, "Protecting Sensitive Compartmented Information Within Information Systems," 24 May 2000
- DOD CIO Memorandum, "Encryption of Sensitive Unclassified Data at Rest on Mobile Computing Devices and Removable Storage Media," 3 July 2007.

### **(4) Information Assurance – National Security Telecommunications and Information Systems Security (NIST) Policy and Guidelines**

- Committee on National Security Systems (CNSS) [formerly National Security Telecommunications and Information Systems Security Committee (NSTISSC)], Policy No. 11, National Policy Governing the Acquisition of Information Assurance (IA) and IA-Enabled Information Technology Products 10 June 2013 [supersedes (NSTISSP) Policy No. 11,] Subject: National Policy Governing the Acquisition of Information Assurance (IA) and IA-Enabled Information Technology (IT) Products. January 2000.
- National Institute of Standards and Technology (NIST) Special Publication (SP) 800-35, Guide to Information Technology Security Services. 09 October 2003.
- NIST SP 800-37 Rev. 2. Risk Management Framework for Information Systems and Organizations: A System Life Cycle Approach for Security and Privacy. 20 December 2018.
- NIST SP 800-123. Guide to General Server Security. 25 July 2008.
- Common Criteria
- NIST SP 800-53 Rev. 5. Security and Privacy Controls for Information Systems and Organizations, 10 December 2020
- NIST SP 800-147. Basic Input/Output System (BIOS) Protection Guidelines. 29 April 2011

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- DoD CIO Memorandum for Chief Management Officer of DoD. Internet Protocol Version 6 Implementation Direction and Guidance. 27 February 2019.
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#### **(7) Collaboration Tools**

- Department of Defense (DOD) Cloud Strategy. *December 2018.*
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**(8) Smart Cards**

- AR 600-8-14, Identification Cards for Members of the Uniformed Services, Their Family Members, and Other Eligible Personnel. 21 Oct 2020.
- NIST Federal Information Processing Standard (FIPS) 201-3, Personal Identity Verification (PIV) of Federal Employees and Contractors. 24 January 2022.
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**(9) Radio Frequency Identification (RFID)**

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**(10) Logistics**

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**(11) Voice Over IP (VOIP)**

- DoD CIO, DoD UCR Change 2, Section 2, Session Control Products, VoIP. September 2017.

**(12) Wireless**

- DoD CIO, DoD UCR Change 2, Section 7.3, Wireless LAN. September 2017.

**(13) Section 508**

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**(14) Energy Star**

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- Federal Acquisition Regulation (FAR) Subpart 23.203, Energy Efficient Products.
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**Attachments/Addendum Referenced or Incorporated Herein By Reference:**

Attachment 0001	ITES-4H STATEMENT OF WORK (SOW)	21-AUG-2025
Attachment 0002	ITES-4H ORDERING GUIDE	03-SEP-2025
Attachment 0003	PERFORMANCE REQUIREMENTS SUMMARY (PRS)	27-MAR-2025
Attachment 0004	STANDARDS & POLICIES	01-AUG-2025
Attachment 0005	SMALL BUSINESS SUBCONTRACTING PLAN	16-OCT-2023
Attachment 0006	B001-EQUIPMENT FAILURE (EF) REPORT	22-MAR-2021
Attachment 0007	B002-ORDER TRANSACTION (OT) REPORT	22-MAR-2021

This contract, with its Attachments/Exhibits, constitutes the entire agreement between the parties. It supersedes all prior understandings, written or oral, between the parties with respect to the subject matter hereof and is not the result of any representations, statements, or agreements other than those expressed here. The contract shall not be changed except by an instrument in writing of a later date that has been duly executed by authorized representatives of both parties.

Unless otherwise expressly stated to the contrary herein, the laws of the Commonwealth of Virginia shall govern the validity, construction, scope, and performance of this contract. By signing this contractual agreement the Subcontractor certifies, to the best of its knowledge and belief, that the Subcontractor is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency and meets all the certification requirements of FAR 52.209-5.

**ADDITIONAL OR DIFFERING TERMS, CONDITIONS OR LIMITATIONS OF LIABILITY PROPOSED BY SELLER, WHETHER IN A QUOTE, ACCEPTANCE OR DELIVERY DOCUMENT SHALL HAVE NO EFFECT UNLESS ACCEPTED IN WRITING BY BUYER. IN PARTICULAR, ANY LIMITATION OF LIABILITY OR DISCLAIMER OF WARRANTY IS EXPRESSLY REJECTED.**

In witness whereof, the parties hereto have, through duly authorized officials, accepted and signed this contract based on the terms, conditions, and provisions contained here, as of the dates set forth below.

**SUBCONTRACTOR**

**Iron Bow Technologies, LLC**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Name)*

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*(Name)*

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Addendum 1

**Clauses Incorporated by Reference from the Prime Contract Delivery Order**