DEFENSE LOGISTICS AGENCY
HEADQUARTERS
8725 JOHN J. KINGMAN ROAD
FORT BELVOIR, VIRGINIA 22060-6221

May 15, 2026

Elizabeth Haddix
1030 15th Street NW
Suite b255
DC 20005

Dear Ms. Haddix,

This letter responds to a referral of records that the Defense Logistics Agency (DLA) received from the Office of the Secretary of War (OSW) on May 5, 2026, assigned DLA FOIA case number DLAR-2026-0013. On April 13, 2026, you submitted a FOIA request to OSW (26-F-1974) seeking records related to Palantir Technologies. OSW referred to DLA only the portion of your request seeking: "...Contract SP470125P0061 (including all attachments) and all contracts or subcontracts, agreements, memoranda of understanding, or other written agreements between your agency and Palantir Technologies."

Our search identified the attached records responsive to your request. We reviewed the documents in accordance with the Freedom of Information Act (FOIA). Our review included consideration of the FOIA foreseeable harm standard. Under this standard, the content of a particular record should be reviewed, and a determination made as to whether the agency reasonably foresees that disclosing it would harm an interest protected by one of the FOIA exemptions. All reasonably segregable, non-exempt information has been released.

DLA conducted a thorough search of records and following extensive review has determined that portions of the attached record must be withheld pursuant to §552(b)(6), personal privacy. Exemption (b)(6) of the FOIA, 5 U.S.C. §552(b)(6), protects information about individuals when disclosure of the information would constitute a clearly unwarranted invasion of personal privacy. Therefore, pursuant to this exemption, we withheld portions of the records that contain financial/banking information, names, and email addresses of individuals and DoD personnel who are below the Directorate or GS-15 level or are not in the public domain.

If you would like to appeal this provisional response, please let me know by **May 22, 2026.** If so, we will issue an Initial Denial Authority decision letter that will include appeal rights. There are no fees associated with the processing of this request. Should you have any questions or require further information, please contact me at Tamara.Jessen@dla.mil. Please reference case number DLA-DLAR-2026-0013 all correspondence.

Sincerely,

Tamara L. Jessen

TAMARA L. JESSEN
DLA FOIA Branch Chief

AMERICAN OVERSIGHT

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
7013576385	SP4701-25-P-0061	2025 SEP 17			

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY CODE SP4701

DCSO PHILADELPHIA
700 ROBBINS AVENUE
PHILADELPHIA PA 19111
USA
Local Admin: John Garbarino (b) (6) Tel: (b) (6)
Email: (b) (6)

10. THIS ACQUISITION IS

☒ UNRESTRICTED OR ☐ SET ASIDE: _____ % FOR:

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

NAICS: 541511
SIZE STANDARD:$34,000,000.00

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
☐ SEE SCHEDULE	Net 30 days	☐	RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE SP4701

SEE BLOCK 9
Criticality: C PAS : None

17a. CONTRACTOR/ OFFEROR CODE 51W88 FACILITY CODE SL4730

PALANTIR USG INC
DBA PALANTIR USG INC
635 WAVERLEY ST
PALO ALTO CA 94301-2550
USA

TELEPHONE NO. 6508150200

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

18a. PAYMENT WILL BE MADE BY CODE SL4701

DEF FIN AND ACCOUNTING SVC
BSM
P O BOX 182317
COLUMBUS OH 43218-2317
USA

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

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

25. ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 5CBX 76000EB 001 2511 S33189 $7498785.00

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

$7,498,785.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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

☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED 0000-00-00 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH , HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE (b) (6)

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
GARBARINO.JOHN.A (b) (6)
Digitally signed by GARBARINO.JOHN.A (b) (6)
Date: 2025.09.24 07:02:18 -04'00'

30b. NAME AND TITLE OF SIGNER *(Type or Print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or Print)*	31c. DATE SIGNED
(b) (6)	September 23, 2025		

AMERICAN OVERSIGHT

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

AMERICAN OVERSIGHT

PO # 8511648242

1. Purchase Order SP4701-25-P-0061, DLA Ontology - ENDOR, awarded to Palantir for a period of performance from September 29, 2025 through June 28, 2026.

IMPORTANT: Invoicing Instructions - The quantity and unit price have been flipped. When invoicing in WAWF, please input the required dollar amount in WAWF's quantity field and a unit price of $1.00.

AMERICAN OVERSIGHT

CONTINUED ON NEXT PAGE

SECTION B

SUPPLIES/SERVICES: DA01-V00006570

ITEM DESCRIPTION:

See Attached Statement of Work.

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

https://www.dla.mil/Portals/104/Documents/DLMS/eApplications/LogDataAdmin/Unit_of_Issue_and_Purchase_Unit.xlsx

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	DA01-V00006570 Palantir Platform	7,498,785.000	UN	$ 1.00	$ 7,498,785.00

PREP FOR DELIVERY:

See Attached Statement of Work.

PERIOD OF PERFORMANCE: 09/29/2025 - 06/28/2026

SB4200

LCDS IT PORTFOLIO MANAGER
DLA INFORMATION OPERATIONS - J62
74 WASHINGTON AVENUE N
BATTLE CREEK MI 49017
US

SB4200

LCDS IT PORTFOLIO MANAGER
DLA INFORMATION OPERATIONS - J62
74 WASHINGTON AVENUE N
BATTLE CREEK MI 49017
US

GOVT USE

ITEM	PR	PRLI	External PR	External PRLI	External Material	Customer RDD/ Need Ship Date
0001	7013576385	0001	N/A	N/A	N/A	N/A

* *

AMERICAN OVERSIGHT

Section 1: Schedule of Supplies

Base Period	
Period of Performance (PoP):	September 29, 2025 through June 28, 2026.

CLIN	DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL
0001	Palantir Platform: PT-PG-TERM Base Period: 9 months Firm Fixed-Price	UN	9	$833,198.33	$7,498,785.00
				TOTAL:	**$7,498,785.00**

AMERICAN OVERSIGHT

Section 2: PERFORMANCE WORK STATEMENT

2.1 BACKGROUND

The Defense Logistics Agency (DLA) is a United States (U.S.) Department of Defense (DoD) agency that provides worldwide logistics support for the missions of the Military Departments and the Unified Combatant Commands under conditions of peace and war.

The Defense Logistics Agency (DLA) Information Operations J6 is the Agency's knowledge broker, providing comprehensive, best practice Information Technology (IT) support to the Department of Defense (DOD) and DLA Business Community resulting in high quality information systems, customer support, efficient and economical computing, data management, electronic business, and telecommunications services. This mission of the DLA J62 includes the development, delivery, and sustainment of combat support IT for DLA and DoD enterprises including the on-going modernization, testing support and maintenance of the Enterprise Advanced Analytics (EA2) business systems, Analytical capabilities and Tools, Data management, and Agile development.

The DLA Information Operations Enterprise Applications (J62) has enabled a scalable enterprise IT architecture for data warehousing through the development and implementation of an EA2 based on, but not limited to, SAP Business Warehouse on SAP Hana (BWoH), SAP Business Objects (BO) and SAP Business Explorer (BEx), Qlik Sense, Statistical Analysis System (SAS), and Big Data through the Cloudera Data Platform, in order to establish a single enterprise-wide data repository for business intelligence and analysis. This capability is further enhanced through data analytics and visualization tools which have been integrated into the EA2 landscape providing DLA descriptive reporting, prescriptive analytics, predictive modeling, and cognitive machine learning.

The EA2 is DLA's Analytics Platform responsible for managing DLA enterprise data combined with Military Services, other DoD Agencies, and commercial data sets to provide data-driven insights for tactical decision support operations and advanced analytics capabilities integrated with DLA mission support business processes. The EA2 Analytics Platform supports all 8 DLA supply chains, 6 Major Subordinate Commands (MSCs), and core DLA business process areas: Procurement (PR), Order Fulfillment (OF), Inventory Management (IM), Technical Quality (TQ), Planning (PL) and Finance (FI). In addition to data warehousing, EA2 provides DLA with a centralized data repository, a standardized data and visualization toolset, and advanced analytics capabilities to support analysis and decision-making by internal and external users.

DLA provides high quality IT support through the use of strategic, tactical and operational monitoring capabilities. DLA's decision to move from a point in time IT health reporting approach to a near real-time dashboard capability has enabled the organization to transform from being reactive to being proactive. DLA can be more predictive in knowing when IT issues will occur, take action to address and notify the customer to minimize disruption to the business and improve communication. The Enterprise Advanced Analytics initiative has provided DLA with the ability to consolidate what was disparate data into a single consolidated visualization pane capability being utilized for data center health, enterprise IT health, operations, cyber and more.

DLA requires comprehensive enhancement and expansion of the existing ENDOR platform (Palantir Foundry instance) to expand on DLA's distributed architecture for unified data access. The need for data and

AMERICAN OVERSIGHT

analytic tools is a growing and enduring requirement. Technology is changing at an exponential rate. It is also increasing the capabilities of our competitors, risks to our supply chains and operations. EA2 capabilities support Digital Business Transformation that enable us to enhance performance, reduce costs, and make more predictive and data-driven decisions.

2.2 SCOPE

This PWS requires the Contractor to continue to configure the existing ENDOR platform while delivering an enterprise ontology that reflects the core concepts of DLA missions and supply chain operations, data fabric architecture, and integration with multiple DLA systems and Google Cloud Platform (GCP) services.

Upon mutual agreement between the Contracting Officer's Representative (COR) Contracting Officer (KO) and the Contractor, they may modify, reprioritize, or redirect any portion of the scope of work based on evolving business requirements, technological advancements, or strategic priorities. The Contractor shall provide recommendations and alternatives when scope modifications are requested.

This is a non-personal services contract to provide IT support services to applications within the program office. The Government shall not exercise any supervision or control over the contract service providers performing the services herein.

Such contract service providers shall be accountable solely to the Contractor who, in turn, is responsible to the Government. The Government and the Contractor understand that the services to be provided under this contract by the Contractor are non-personal services and that no employer-employee relationship exists.

The Contractor shall provide all labor, software licenses, storage capacity, and technical services necessary to deliver the following capabilities:

2.3 Task Requirements

2.3.1 Task Order Management

Contract Kick-Off: The Contractor shall prepare and present an executive overview within 7 calendar days of contract start date. The executive overview will demonstrate the contractor's plans to manage scope, schedule, and resources for the contract. Contractor shall introduce to DLA J6 management the Contractor personnel and plans for personnel sustainment. The contractor shall also meet with J6 stakeholders during this time to discuss expectations and details of contract execution. Non-Disclosure Agreements shall be submitted for all Contractor personnel within 5 business days of starting on the Task Order.

The COR has the responsibility to monitor the progress of the work of the Contractor personnel assigned to the task. Additionally, in the absence of other agreements negotiated with respect to time provided for government review, standards and actions shall be inspected and the contractor notified of the COR's findings within 5 workdays of normally scheduled review.

The Monthly Status Report shall include, but not be limited to:

a) Contract number
b) Brief task description
c) A review of project plans including work accomplished during the reporting period and/or significant events
d) Deliverable progress

AMERICAN OVERSIGHT

e) Problem areas
f) Anticipated activity for the next reporting period

Endor Platform License

Within 7 days of contract kickoff, the Contractor shall furnish the license for and confirm the DLA users can log in to the Endor IL5 environment. License will be provided subject to Palantir's LSA.

Transition Plan

The contractor shall provide a Transition Plan NTE seven (7) pages which includes the following: provides a strategy to execute the transition-in of all service areas; strategy to transition-out all services to include knowledge transfer to personnel designated by the government.

Deliverable: Kick-Off Meeting
Deliverable: Non-Disclosure Agreements
Deliverable: Monthly Status Reports
Deliverable: Monthly CAC (Name, CAC EDIPI#, Issuance Date, Turn-In Date) & GFE Reports
Deliverable: Other Miscellaneous Reports such as Lost/Stolen CAC Police Report; CAC Turn-In Receipt
Deliverable: Transition Plan due within 120 days of task order award start date

2.3.2 Platform Enhancement and DLA Enterprise Ontology Configuration

2.3.2.1 Subject Matter Expert Workshops for Data Understanding

The Contractor shall conduct iterative and ongoing workshops with DLA Subject Matter Experts (SMEs) from various source systems as needed throughout the project lifecycle. Workshop frequency, focus areas, and participants may be adjusted based on evolving understanding and project priorities. These workshops are critical to understanding how data differs across systems such as FLIS versus EBS, and how similar data elements may have different meanings, structures, or business contexts depending on their source system.

As needed to support the scope of work, the Contractor will facilitate detailed sessions with SMEs from each major data domain to capture the nuanced differences in data definitions, business rules, hierarchies, and relationships that exist across DLA's diverse operational systems. These workshops shall inform the configuration of the enterprise ontology by ensuring all system-specific data contexts are properly understood and appropriately mapped within the unified ontological framework.

2.3.2.2 DLA Enterprise Ontology Creation

Building upon insights gained from SME workshops, the Contractor shall leverage the ENDOR environment to configure, a comprehensive enterprise ontology specifically tailored for DLA operations. The enterprise ontology and taxonomy configuration shall be iterative and adaptive, allowing for continuous refinement based on stakeholder feedback, changing business requirements, and evolving understanding of DLA's data landscape. The Contractor shall tailor the ontology framework to accommodate significant modifications without requiring complete redesign.

AMERICAN OVERSIGHT

The new DLA ontology shall be configured to work seamlessly with the existing MetaVault metadata management system to leverage and enhance the wealth of metadata already stored within that platform. The ontology must incorporate and utilize existing data element definitions, data quality metrics, business glossaries, data lineage information, and governance metadata stored in MetaVault. The Contractor shall establish bidirectional integration between the ontology and MetaVault, ensuring that ontological relationships and semantic mappings enhance MetaVault's metadata while MetaVault's detailed data definitions and quality assessments inform and enrich the ontology structure. This integration shall enable the ontology to dynamically access real-time data quality scores, data freshness indicators, usage statistics, and stewardship information from MetaVault to provide users with comprehensive context about data assets and their fitness for specific analytical purposes.

This ontology must serve as the foundational data model that defines all business entities, relationships, attributes, and semantic connections across DLA's diverse operational domains including supply chain, logistics, procurement, inventory management, and financial operations. The ontology shall standardize data definitions and business rules while accommodating the inherent differences in how similar data concepts are implemented across disparate source systems. The ontology must reconcile and harmonize data from systems where the same logical concept may be represented differently, ensuring consistent understanding and usage of data across all DLA systems and user communities. The ontology framework shall leverage MetaVault's existing data element definitions as foundational building blocks while extending them with semantic relationships, business context, and cross-system mappings that enable enterprise-wide data understanding and discovery. The ontology must be designed to accommodate future growth and evolution of DLA's business processes while maintaining backward compatibility and continuous synchronization with MetaVault's evolving metadata repository.

Deliverable: Ontology Configuration - Comprehensive technical configuration within Endor environment including entity relationships, attributes, and business rules
Deliverable: Integration of MetaVault capability within Endor
Deliverable: Ontology Governance Framework – Implement version and change control processes for ongoing maintenance, updates, and version control

2.3.2.3 SME Collaboration for Taxonomy Configuration

The Contractor shall work closely with DLA SMEs through dedicated workshops to configure and implement a sophisticated hierarchical taxonomy that makes the ontology easily searchable and browsable for all user types, including non-technical users. These taxonomy workshops shall leverage the deep system knowledge of SMEs to create intuitive organizational schemes that reflect how DLA personnel actually think about and categorize their data across different functional areas. The taxonomy design process must account for the fact that users from different DLA domains may conceptualize the same data differently based on their operational context and system experience. The resulting taxonomy shall provide multiple navigation paths, enabling users to discover relevant data assets through various organizational schemes including functional areas, data types, business processes, operational domains, and source system perspectives. The taxonomy must include advanced search capabilities, auto-suggestion features, and semantic search functions that leverage the underlying ontology relationships to provide contextually relevant results and recommendations.

- Enhance the existing ENDOR platform utilizing the current infrastructure while maintaining security and compliance standards

AMERICAN OVERSIGHT

- Implement metadata management integration with MetaVault (existing ENDOR platform solution)

Deliverable: Taxonomy Implementation - Hierarchical structure, navigation paths, and search capabilities implemented within Endor platform
Deliverable: Search and Discovery Validation – Provide users with interfaces to test results for auto-suggestion, semantic search, and contextual recommendations
Deliverable: Taxonomy Implementation Guide - Technical documentation for deployment and maintenance including publishing a SDK for scoped data.

2.3.2.4 Data Fabric Architecture Implementation

The Contractor shall implement a comprehensive data fabric architecture that establishes DLA as a data-driven organization by creating a unified, enterprise-wide data backbone that serves as the central hub for data connectivity and distribution across all DLA systems and applications. This data fabric shall function as the foundational data infrastructure that ingests, processes, standardizes, and distributes data to a diverse ecosystem of consuming applications, both modern and legacy. The architecture must enable seamless data provisioning to existing DLA applications such as SABER, ensuring that legacy systems can continue to operate while benefiting from enhanced, standardized data feeds from the centralized fabric.

The data fabric shall serve as the authoritative data backbone, collecting data from source systems, applying the enterprise ontology for standardization and enrichment, and then making this enhanced data available through various interfaces and protocols to support the full spectrum of DLA's analytical and operational applications. The architecture must support both real-time streaming and batch processing paradigms, providing flexible data delivery mechanisms that can accommodate the varying technical requirements of different consuming applications. The fabric shall incorporate intelligent data routing capabilities, ensuring that each consuming system receives appropriately formatted and contextualized data while maintaining consistency across the enterprise.

Key systems to be integrated, assuming government furnishes any necessary third-party approvals, service accounts, and credentials, include:

- Advana analytics platform (Mercury community space)
- Cloudera Data Science Workbench (CDSW)
- SAS Viya analytics platform
- SAP ERP systems (i.e. Federal Logistics Information System (FLIS), Warehouse Management System (WMS), Enterprise Business System (EBS))
- Enterprise Advanced Analytics (EA2) platform
- Other enterprise systems mutually identified during implementation.

The data fabric must be designed to serve as the enterprise data distribution backbone, ensuring that all connected systems and applications can access consistent, high-quality data while maintaining security, governance, and performance standards across the entire DLA data ecosystem.

Deliverable: Technical Architecture Document - Detailed system design, component specifications, and interface definitions
Deliverable: Cloud Integration Implementation - GCP services integration including storage, analytics, and AI capabilities

AMERICAN OVERSIGHT

Deliverable: Integration Testing Results - Validation of connections to all specified systems (SABER, Advana, CDSW, SAS Viya, etc.)
Deliverable: Data Pipeline Documentation - Real-time and batch processing workflows, error handling, and recovery procedures. Will be made available through Endor's Data Quality and Data Lineage applications.
Deliverable: External Data Sharing - Capabilities for data export and integration with Advana, MSS, and COCOM initiatives
Deliverable: Interoperability Functionality – Deployment of Data Connection Application to support connection and interoperability with specified external systems.
Deliverable: Disaster Recovery Plan – Provide documentation for backup procedures, failover mechanisms, and business continuity protocols
Deliverable: Administrator Training Materials - Technical documentation for system administrators
Deliverable: End-User Training Curriculum – Access to Foundry user documentation with supplemental role-based documentation for different DLA functional areas
Deliverable: Operations and Maintenance Manual – Access to Foundry developer documentation.

2.4 MEASURE OF SUCCESS

2.4.1 Data Fabric Backbone and Ontology Integration Demonstration: As a key measure of success for this enterprise data integration effort, the Contractor shall demonstrate that the implemented data fabric successfully functions as the central data backbone serving multiple DLA applications and systems, enhanced by a comprehensive enterprise ontology and intuitive taxonomy structure. Specifically, the implementation shall prove that data ingested from source systems, processed and standardized through the DLA enterprise ontology, and enriched with semantic relationships can be effectively distributed and consumed by diverse applications including legacy systems such as SABER. The demonstration must show that the ontology successfully harmonizes disparate data concepts across different source systems, ensuring that similar data elements from FLIS, WMS, and EBS are properly reconciled and presented consistently to consuming applications.

The Contractor must demonstrate that the data fabric operates as intended - as the authoritative data distribution hub enhanced by semantic understanding that improves rather than replaces existing DLA analytical capabilities. This demonstration shall include proof that the taxonomy enables users to intuitively discover and navigate data assets across the enterprise, with legacy applications like SABER receiving not only appropriately formatted data feeds but also enriched metadata and semantic context derived from the enterprise ontology. The test shall validate that the fabric's intelligent data routing capabilities, informed by ontological relationships, successfully deliver consistent, semantically enriched data to multiple consuming systems simultaneously.

The successful implementation will confirm that the integrated ontology and taxonomy enable improved data discovery, understanding, and quality across DLA's diverse application ecosystem while the data fabric serves as the enterprise backbone, preserving investments in existing analytical tools while enhancing their capabilities through standardized, semantically rich data feeds.

This measure represents one concrete example of successful data fabric, ontology, and taxonomy implementation working in concert and should not be construed as the overall goal or primary objective of the contract, but rather as a validation that these components effectively serve their intended role as the enterprise data distribution and semantic understanding infrastructure.

2.4.2 Data Integration and Ingestion with Automation and Redundancy

AMERICAN OVERSIGHT

- Configure flexible data integration capabilities to ingest and process data from DLA enterprise systems as prioritized and directed by the Government. The Contractor shall provide a configurable integration framework capable of connecting to any DLA data source as requirements evolve or are clarified. Initial integration targets may include systems such as EA2, FLIS, WMS, and EBS, however the Government may redirect integration efforts to alternative or additional systems based on operational priorities.
- Establish automated data pipelines using HyperAuto (SAP integration) capabilities for real-time and batch processing with built-in error recovery.
- Implement automated data validation processes for all ingested data with self-healing capabilities.
- Maintain complete automated data lineage from source systems through ENDOR to end-user applications.
- Implement a high availability system architecture ensuring automatic failover and recovery from service interruptions.
- Implement automated monitoring and alerting for all data processes with self-remediation where possible.

2.4.3 Interoperability and Data Sharing

At the request of the government, data integrated into the data fabric and ontology can be exported or made retrievable for consumption by Advana, MSS, and any other service or COCOM-led data sharing initiatives.

2.4.4 Cloud Integration Requirements

The Contractor shall establish comprehensive integration between the ENDOR platform and Google Cloud Platform (GCP) services to create a hybrid cloud analytics ecosystem. This integration must encompass Google Cloud Storage for scalable data lake capabilities, BigQuery for enterprise data warehousing and analytics, Dataform for automated data transformation workflows, Dataprep for intelligent data preparation and cleansing operations, Vertex Workspace for collaborative analytics environments, and Vertex AI for advanced machine learning and artificial intelligence capabilities. All integrations must be designed with automation at their core, featuring automated data synchronization, intelligent error handling, and seamless failover mechanisms to ensure uninterrupted service delivery and optimal performance across the hybrid environment.

2.4.5 Software Licensing Requirements

- Palantir Foundry licenses for DLA users (estimated but not limited to 3,000 users) that need to access or to utilize the scoped ontology, data fabric, or taxonomy.
- No restrictions on concurrent DLA users, data volume, or API calls for data integrated from the scoped DLA source systems.
- Enterprise-level support included with all licenses.

2.4.6 Storage and Performance Requirements

- Minimum 750TB initial storage capacity with automatic scaling capabilities.
- Storage growth to accommodate enterprise data related to the scoped ontology, data fabric, or taxonomy for data integrated from the scoped DLA source systems.
- Real-time data processing capabilities for streaming data sources.

AMERICAN OVERSIGHT

- 24/7 technical support for high-priority issues (e.g. platform outages) – to include weekends and federal holidays to ensure continuous platform operations and rapid issue resolution

2.4.7 Scope Adaptation and Pivoting

The Contractor shall maintain the capability to rapidly adapt to Government feedback on project direction relating to configuration of ENDOR DLA Data Fabric, lessons learned, or changing requirements. This includes:

- Redirecting technical approaches while maintaining overall project objectives
- Substituting equivalent deliverables when business priorities shift
- Accelerating or deferring specific capabilities based on operational urgency
- Incorporating emerging technologies or methodologies that provide superior value

Deliverable: The Contractor shall provide impact assessments and recommendations for any requested scope modifications within 5 business days of Government request.

2.4.8 Technical Approach Flexibility

The Contractor shall maintain flexibility in technical implementation approaches and be prepared to:

- Modify architectural approaches based on performance results or changing requirements
- Rapidly Iterate with DLA to test configured solutions before full-scale deployment
- Integrate with additional or alternative systems as DLA's enterprise architecture evolves

2.4.9 Technical Performance Standards

- Access to platform control panel application to monitor platform configuration and access
- Monthly platform utilization reports
- Continuous compliance monitoring with DLA security and data governance policies

Performance monitoring shall consider when delays or modifications result from Government-directed scope changes, reprioritization, or strategic pivots. The Contractor shall proactively communicate any potential impacts from scope modifications.

Deliverable: Monthly capacity and utilization reports with trend analysis

2.5 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

In fulfillment of this effort, the Contractor shall provide the deliverables identified in this section. All deliverables shall be submitted to the Contracting Officer's Representative (COR) for acceptance unless otherwise directed by the Government.

Unless otherwise specified, the Government will review draft deliverables and provide comments back to the contractor or approve or disapprove the deliverable(s). The contractor will have a maximum of ten (10) working days from the day comments are received to incorporate all changes and submit the final deliverable to the Government. All days identified are intended to be workdays unless otherwise specified.

AMERICAN OVERSIGHT

The format for the individual deliverables will be determined through consultation between the COR and the contractor with recommendations from the Government Program Management Office (PMO). The QASP identifies the methods the government will use to measure performance of the service provider against the requirements and performance standards of the PWS. The QASP consists of guidelines for performance surveillance, evaluation, reporting, deficiency notification, and adjustments.

2.5.1 Performance Requirements Summary

The tasks the Contractor shall perform are defined in Section 2.3. All deliverables will be submitted to the COR/Government PMO for review and the PMO will make recommendations to the COR for acceptance unless otherwise agreed upon.

The Government will make objective and subjective assessments of the contractor's performance to determine whether contract performance is acceptable. The contractor is expected to perform all functions in a professional manner and prepare accurate and timely documentation. Progress will normally be tracked based on the milestone event when the contractor receives a specific tasking. Performance may vary with the complexity of the acquisition and/or technical document. It is expected that the documentation and procedures will comply with all major regulatory and process requirements and agency policies and procedures.

2.5.2 Method of Surveillance

The Government will ensure quality assurance and timeliness of all tasks via COR Inspections and Customer Feedback that is consolidated and submitted by the PMO. The Government will inspect and evaluate performance of each completed task or deliverable required in the PWS.

2.5.2.1 Inspection and Acceptance Criteria

Final inspection and acceptance of all work performed, reports and other deliverables will be performed at the place of delivery by the COR based on PMO recommendations. All deliverables will be inspected for content, completeness, accuracy, legibility and conformance to contract requirements by the COR based on PMO recommended input. At the discretion of the Government, inspection may include validation of information or software through the use of automated tools and/or testing of the deliverables, as specified in the PWS.

If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, improper format, or otherwise does not conform to the requirements stated within the PWS, the document may be immediately rejected without further review and returned to the Contractor for correction and re-submission. If the Contractor requires additional Government guidance to produce an acceptable draft, the Contractor shall arrange a meeting with the COR/Government PMO.

The basis for acceptance shall be compliance with the requirements set forth in this PWS, the Contractor's proposal and other terms and conditions of the contract. Deliverable items rejected shall be corrected in accordance with the applicable clauses. Reports and document deliverables will be accepted when all discrepancies, errors or other deficiencies identified in writing by the COR have been corrected to the Government's satisfaction.

The Contractor shall provide electronic copies of deliverables. Electronic copies shall be delivered via e-mail attachment or other media by mutual agreement of the parties. The electronic copies shall be compatible with

AMERICAN OVERSIGHT

the current DLA Microsoft (MS) Office products or other applications as appropriate and mutually agreed to by the parties. The Contractor shall use best commercial practices for formatting deliverables under this contract. If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version. All of the Government's comments to deliverables must either be incorporated in the succeeding version or the Contractor must demonstrate to the Government's satisfaction why such comments should not be incorporated.

2.5.3 General Acceptance Criteria

General quality measures, as set forth below, will be applied to each work product received from the contractor under the resultant task order. These performance measurements are defined as:

Quality

- Accuracy – Work products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- Clarity – Work products shall be clear and concise. Any/all diagrams shall be easy to understand and be relevant to the supporting narrative.
- Consistency to Requirements – All work products must satisfy the requirements of this Performance Work Statement.
- Format – Work products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified Directives or Manuals. All text and diagrammatic files shall be editable by the Government.

Timeliness

- Work products shall be submitted on or before the due dates determined/specified between the task order COR and contractor or submitted in accordance with a later scheduled date determined by the Government.

2.5.3.1 Fixed Price Performance Based Service Contract Payments

This is a Firm Fixed Price (FFP) contract. The Contractor's price shall include:

- All labor costs for adequate staffing
- All software licenses (DLA users within the scope of work)
- All storage and cloud costs aligned to systems integrated under the scope of work
- All technical support and maintenance
- All training and documentation
- All SME workshop facilitation and documentation

Palantir provides its software and associated services in accordance with Palantir’s License and Services Agreement.

AMERICAN OVERSIGHT

2.6 DELIVERABLES

The Table below identifies the deliverables resulting from the tasks defined in Section 2.3. All completed deliverables shall be forwarded to the COR/PMO.

AMERICAN OVERSIGHT

DOD-26-0952-A-000016

TABLE 1: DELIVERABLES:

Table 1 identifies the Deliverables resulting from the tasks defined in Section 2.3

Deliverable	Deliverable Reference #	Quantity: No. of Reports/Data Calls	Deliverable Due Date
Kick-Off Meeting	2.3.1	1	By the 7th calendar day after contract start date
Non-Disclosure Agreements	2.3.1	As Required	Within 5 business days of Contractor personnel starting on the Task Order
Monthly Status Reports	2.3.1	9	By the 5th business day of each month
Monthly CAC Report	2.3.1	9	By the 5th business day of each month
Other Miscellaneous Reports	2.3.1	As Required	As required
Endor Platform License	2.3.1		7 days after kick-off
Transition Plan	2.3.1	1	Included in RFQ and updated within 60 calendar days of contract start date
Contractor Workshops with DLA Subject Matter Experts	2.3.2.1	As Required	As Required
Ontology Configuration	2.3.2.2	As Required	As Required
Integration of Metavault	2.3.2.2	As Required	As Required
Ontology Governance Framework	2.3.2.2	As Required	As Required
Taxonomy Implementation	2.3.2.3	As Required	As Required
Search and Discovery Validation	2.3.2.3	As Required	As Required
Taxonomy Implementation Guide	2.3.2.3	As Required	As Required
Technical Architecture Document	2.3.2.4	As Required	As Required
Cloud Integration Implementation	2.3.2.4	As Required	As Required
Integration Testing Results	2.3.2.4	As Required	As Required
Data Pipeline Documentation	2.3.2.4	As Required	As Required
External Data Sharing Capabilities	2.3.2.4	As Required	As Required
Interoperability Functionality	2.3.2.4	As Required	As Required
Disaster Recovery Plan	2.3.2.4	As Required	As Required
Administrator Training Materials	2.3.2.4	As Required	As Required
End-User Training Curriculum	2.3.2.4	As Required	As Required
Operations and Maintenance Manual	2.3.2.4	As Required	As Required
Impact Assessments & Recommendations	2.4.7	As Required	Within 5 business days of Government request
Monthly Platform Utilization Report	2.4.9	9	By the 5th business day of each month

AMERICAN OVERSIGHT

TABLE 2: PERFORMANCE REQUIREMENTS:

Table 2 identifies the Performance Requirements resulting from the Deliverables in Table 1.

Deliverable Title	Deliverable Reference #	Surveillance Method and Performance Standards	Surveillance Schedule (Daily, Weekly, Monthly, Quarterly)
Kick-Off Meeting	2.3.1	100% COR Inspection Performance Standards – see Section 2.5.3.2	As required
Non-Disclosure Agreements	2.3.1	100% COR Inspection Performance Standards – see Section 2.5.3.2	As required
Monthly Status Reports	2.3.1	100% COR Inspection	Monthly
Monthly CAC Report	2.3.1	100% COR Inspection	Monthly
Other Miscellaneous Reports	2.3.1	100% COR Inspection Performance Standards – see Section 2.5.3.2	As required
Endor Platform License	2.3.1	100% COR Inspection	As required
Transition Plan	2.3.1	100% COR Inspection Performance Standards – see Section 2.5.3.2	As required
Contractor Workshops with DLA Subject Matter Experts	2.3.2.1	100% COR Inspection Performance Standards – see Section 2.5.3.2	As required
Ontology Configuration	2.3.2.2	100% COR Inspection Performance Standards – see Section 2.5.3.2	As required

AMERICAN OVERSIGHT

Integration of Metavault	2.3.2.2	100% COR Inspection Performance Standards – see Section 2.5.3.2	As required
Ontology Governance Framework	2.3.2.2	100% COR Inspection Performance Standards – see Section 2.5.3.2	As required
Taxonomy Implementation	2.3.2.3	100% COR Inspection Performance Standards – see Section 2.5.3.2	As required
Search and Discovery Validation	2.3.2.3	100% COR Inspection Performance Standards – see Section 2.5.3.2	As required
Taxonomy Implementation Guide	2.3.2.3	100% COR Inspection Performance Standards – see Section 2.5.3.2	As required
Technical Architecture Document	2.3.2.4	100% COR Inspection Performance Standards – see Section 2.5.3.2	As required
Cloud Integration Implementation	2.3.2.4	100% COR Inspection Performance Standards – see Section 2.5.3.2	As required
Integration Testing Results	2.3.2.4	100% COR Inspection Performance Standards – see Section 2.5.3.2	As required
Data Pipeline Documentation	2.3.2.4	100% COR Inspection Performance Standards – see Section 2.5.3.2	As required

AMERICAN OVERSIGHT

External Data Sharing Capabilities	2.3.2.4	100% COR Inspection Performance Standards – see Section 2.5.3.2	As required
Interoperability Functionality	2.3.2.4	100% COR Inspection Performance Standards – see Section 2.5.3.2	As required
Disaster Recovery Plan	2.3.2.4	100% COR Inspection Performance Standards – see Section 2.5.3.2	As required
Administrator Training Materials	2.3.2.4	100% COR Inspection Performance Standards – see Section 2.5.3.2	As required
End-User Training Curriculum	2.3.2.4	100% COR Inspection Performance Standards – see Section 2.5.3.2	As required
Operations and Maintenance Manual	2.3.2.4	100% COR Inspection Performance Standards – see Section 2.5.3.2	As required
Impact Assessments & Recommendations	2.4.7	100% COR Inspection Performance Standards – see Section 2.5.3.2	As required
Monthly platform utilization report	2.4.9	100% COR Inspection Performance Standards – see Section 2.5.3.2	Monthly

AMERICAN OVERSIGHT

2.7 PERFORMANCE REQUIREMENTS

- There are multiple contractors supporting DLA and other DOD activities who are working on similar or related activities. The contractor shall work with these contractors, as required, to satisfy DLA requirements, goals, and objectives as efficiently and effectively as possible. This may include, but is not limited to, sharing or coordinating information resulting from the work required by this PWS and/or working as a team to perform tasks in concert.

- The Contractor shall provide sufficient management to ensure that these tasks are performed efficiently, accurately, on time, and in compliance with the requirements of this document.

- In order to ensure a smooth and orderly startup of this contract, it is essential that personnel be available on the effective start date of the contract.

- The contractor is expected to minimize employee turnover with respect to personnel performing under this Performance Work Statement. Any replacement personnel proposed shall, at a minimum, be at least as qualified as the individual being replaced.

- When working at DLA locations, or other Government locations, the contractor shall work within the duty hours of that location. The normal Government work hours range between 0600 and 1730 hours local time, Monday through Friday, excluding Federal holidays. The Government may require the contractor to work longer hours on given days and/or weekends, depending on operational needs and contingencies, (i.e., installation and testing during non-peak hours).

- This contract is a "non-personal services contract" as defined in FAR 37.101. It is, therefore, understood and agreed that the contractor and/or the contractor's employees: (1) shall perform the services specified herein as independent contractors, not as employees of the Government; (2) shall be responsible for their own management and administration of work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any Government employee with respect to the manner or method of performance of the services specified; but (4) shall, pursuant to the Government's right and obligation to inspect, accept, or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative of the Contracting Officer as is necessary to ensure accomplishment of the contract requirements.

- The contractor shall return all government-furnished Common Access Cards (CACs), Access ID Badges, electronic key cards, and any other government issued passes, e.g., vehicle pass, to the COR/Government Point-of-Contact (POC) within 7 days of the completion of the contract or upon termination of an individual's employment, whichever comes first. Contractor personnel failing to return their CAC, Access ID Badges, and electronic key cards are subject to criminal charges under United States Code (USC) Title 18, Chapter 1, Section 499 and 701.

  Security requirements apply to the prime Contractor and any Sub-Contractors the prime Contractor may employ during the course of this contract, as well as any temporary employees that may be hired by the Contractor. The Government retains the right to request removal of Contractor personnel whose actions, while assigned to this contract, are determined by the Contracting Officer

AMERICAN OVERSIGHT

to conflict with the interests of the Government. If such removal occurs, the Contractor shall assign qualified personnel to any vacancy.

For contractors not meeting the CAC eligibility requirements, the COR/Government POC must contact the local security office for access control requirements and the local badging process.

Contractor employees must follow procedures for Installation Access (Non-DOD Cardholders/Visitors). Multi-day visits or access to Restricted Areas may require Personally Identifiable Information to allow for a local records check. Physical Security will run a criminal history check on Contractor employees as a condition of access to the installation. If entry is denied, the Contractor will be immediately notified. Physical Security may require updating or rechecking criminal history based on the duration of the contract. NOTE: The Vetting Official will deny access to any person who the Installation Commander has deemed unfit for unaccompanied access. Depending on the site, a Government escort may be required.

The Contractor is responsible for employees and Sub-Contractors under their employment. Contractors will ensure that employees are familiar with and obey installation traffic, safety, and security regulations. Contractor employees, including Sub-Contractors, are required to wear the ID card conspicuously on their outer clothing and above the waist at all times while working on a Government Facility. Personnel are subject to challenge and removal from the work area if the ID card is not being worn. It is the CO or designee's responsibility to enforce this requirement. Failure to do so is just cause for ordering that work on a contract be stopped.

Expired, invalid, inaccurate, inoperative or terminated Pass or Access Control Badge shall be returned to the Contracting Officer or his designee for disposition. These cards are the property of the U.S. Government and shall not be retained by the cardholder upon expiration, replacement, or when the DoD affiliation of the employee has been terminated. The Contracting Officer or his designee shall deliver all returned Contractor badges to the Welcome Center within 5 business days. If the Pass or Access Control Badge is lost or stolen, a police report will be completed, and the Contracting Officer or designee will submit a new request. Compliance with this requirement is mandatory and certification thereof to the Contracting Officer is required prior to submitting final invoices. Failure to return badges will hold up Contractor's final payment.

- The Contractor will not employ any person whose employment will violate the requirements of DOD5500.7, Joint Ethics Regulation.

- All Contractor personnel shall observe local policy and procedures provided by the Office of Information Resources governing the use of computer equipment and passwords. Violations of local policy shall include password sharing, performing personal work, file access violations or browsing files outside the scope of the contract. The Contracting Officer shall adjudicate each case and his/her decision shall be final.

- Where the Government has requested removal of contractor personnel, the contractor will provide an appropriately trained replacement. Individuals removed from this task order are removed for the duration of the task order. The contractor will notify the COR within 24 hours when for reasons of personnel resignations, reassignments, terminations, or completion of portions of the task order, or contractor personnel no longer require access to Government computers.

AMERICAN OVERSIGHT

- Contractor personnel **are only** authorized to attend meetings, town halls, etc., as they relate to the performance of the tasks outlined in the PWS.

2.7.1 Personnel Requirements

The Contractor shall provide sufficient qualified personnel with appropriate skills, experience, and certifications to successfully implement all aspects of the PWS within the period of performance. Contractor personnel must obtain and maintain appropriate security clearances to access the DLA network. As needed, DLA will sponsor the clearances and CACs for qualified Contractor personnel. The Contractor must demonstrate adequate staffing capacity to simultaneously execute all phases of this project/PWS while maintaining quality standards and meeting all deliverable requirements. All personnel must possess relevant experience in enterprise data management, Palantir Foundry implementation, cloud integration, and large-scale system implementations within federal government environments. The Contractor must also provide personnel skilled in facilitation and requirements gathering and capable of adapting to changing project requirements, alternative technical approach, and evolving scope priorities. Staff assignments may be modified to match changing project phases and emerging requirements.

2.7.2 Task Specific Personnel Minimum Requirements

- Personnel must be staffed on Day 1 of the task order award and that failure to fully staff positions will not excuse failure to perform all required services.
- The awardee shall deliver no interruption in production support operations and/or Request for Comment (RFC) emerging technical delivery.

2.7.3 Security and Compliance

- Support DLA's maintenance of existing ENDOR ATO by providing all necessary documentation and technical specifications Coordinate with DLA CERT as the designated Cybersecurity Service Provider (CSSP) for all security implementations and assessments. Refer to **APPENDIX 2: Software as a Service (SaaS)**
- FedRAMP compliance (IL5) for all cloud integrations
- NIST 800-53 controls implementation support
- Continuous security monitoring and vulnerability management support

2.7.3.1 Access to Classified and Sensitive Information

The provisions listed below apply to the Prime Contractor and any subcontractors the Prime Contractor may employ during the course of this contract.

This Project is categorized as **unclassified.**

Contractors are required to comply with the DoD 5220.22-M National Industrial Security Program Operating Manual (NISPOM) in the handling, protection, and safeguarding of classified information in their possession. Security requirements outside the scope of the NISPOM, if required, will be defined in the accompanying DD Form 254.

AMERICAN OVERSIGHT

Personnel security investigations conducted for access to classified information will be conducted by the contractor company Facility Security Officer (FSO).

2.7.3.2 Sensitive Information Access

Contractor personnel, who perform work on sensitive IT systems or applications will be required to obtain and maintain the appropriate investigation and adjudication or suitability determination commensurate with the information contained within the application or system. The Contractor shall assure that individuals assigned to the positions of this task order, as determined by the Government, have obtained the proper eligibility as required by DODI 5200.2. Note that sensitive information access does not imply or convey access to classified information. Instructions for access to classified information, if necessary, will be included on the DD Form 254 attached to this contract.

Tiered Investigation Standards					
Position	Low-Risk	Moderate Risk		High Risk	
		Confidential	Secret	Top Secret	SCI
Position Sensitivity	Non-Sensitive	Non-Critical Sensitive		Critical Sensitive	Special Sensitive
Investigation	Tier 1/NACI	Tier 3/NACLC/ANACI		Tier 5/SSBI	
Formerly Known As	IT-III or IT-3	IT-II or IT-2		IT-I or IT-1	

DLA requires that all Contractor personnel assigned to this project shall have attained a favorable outcome to the investigative requirement and be available to initiate work immediately upon delivery order award. Sensitive information access positions are designated based on access to government networks and IT systems and may exceed classified access requirements for this contract.

For sensitive information access positions, the required investigation shall be completed or interim access granted for individuals assigned to sensitive duties. The provisions outlined above apply to the prime contractor and any subcontractors the prime contractor may employ during the course of this contract. In lieu of the correct investigations being completed when contract employees start, a waiver interim clearance may be submitted if no issues exist within the e-QIP Questionnaire for Public Trust Positions or Questionnaire for National Security Positions. The contractor shall have the e-QIP form filled out, with any other requirements (fingerprints taken and, if required, an OF306), and reviewed by DLA Intelligence before officially hiring any contractor employee into sensitive information access positions. Foreign Nationals are only eligible to perform non-sensitive duties and will not be investigated by the US Government.

DLA retains the right to request removal of Contractor personnel, regardless of prior clearance or adjudication status, whose actions, while assigned to this contract, clearly conflict with the interest of the Government. The reason for removal shall be documented in writing by the Contracting Officer. When and if such removal occurs, the Contractor shall within a two to four-week timeframe, assign qualified personnel to vacancy(s) thus created . Current personnel security investigations conducted for access to classified information may satisfy investigation requirements for sensitive information access positions. Personnel security investigations for sensitive information access will be initiated by the DLA Personnel Security Office.

2.7.4 Software

AMERICAN OVERSIGHT

The Contractor shall observe all copyright agreements and shall be held liable for any infringement of copyrighted software licensing agreements and shall compensate the appropriate contractor for each instance of copyright violation. In the interest of protecting Government systems from computer viruses, the Contractor shall not use public domain software nor shall Contractor personnel download software from public bulletin boards. The Contractor shall use the Microsoft Office suite of software for preparation of all documentation required in the delivery order. Should the introduction of a computer virus or malicious destruction of computer software, stored information, or hardware result from the use of public domain software or from software taken from a public bulletin board, the Contractor shall be required to repair the damage at no expense to the Government and without impact on delivery schedules or daily operation.

2.7.5 Data Use, Disclosure of Information and Handling of Sensitive Information (including Personally Identifiable Information)

The contractor will maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use, and disclosure of information. The contractor will provide information only to employees, Contractors, and subcontractors having a need to know such information in the performance of their duties for this project.

Information made available to the contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer. Contractor personnel will be required to sign a non-disclosure statement.

If proprietary information is provided to the contractor for use in performance or administration of this effort, the contractor may not use such information for any other purpose except with the written permission of the Contracting Officer. If the contractor is uncertain about the availability or proposed use of information provided for the performance or administration, then the contractor will consult with the COR regarding use of that information for other purposes.

The contractor agrees to assume responsibility for protecting the confidentiality of Government records which are not public information. Each employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

Performance of this effort may require the contractor to access and use data and information proprietary to a Government agency or Government Contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

Contractor and contractor personnel shall not divulge, or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorized Government personnel or upon written approval of the Contracting Officer. The contractor will not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the Government between the contractor and the data owner that provides for greater rights to the contractor.

All data received, processed, evaluated, loaded, and/or created as a result of a task order shall remain the sole property of the Government unless specific exception is granted by the Contracting Officer.

AMERICAN OVERSIGHT

Contractor and contractor personnel shall sign a Non-Disclosure Agreement prior to commencing work on a task order.

2.7.6 Government Furnished Equipment/Government Furnished Information

The Government will not provide computer hardware (GFE) and software to contractor personnel working off-site. Any travel required to pick up or drop off GFE including CAC cards, Smart Card tokens, phones, hardware, software, etc., will be accomplished at no additional cost to the Government and is not directly reimbursable.

The Government will provide:

- Access to existing ENDOR platform and current system documentation
- Access to relevant systems and environments as required to support integration with the ENDOR platform.
- Access to source system environments and data
- Subject matter experts for requirements clarification and workshop participation
- Existing MetaVault system access and documentation
- DLA CERT coordination for security requirements
- Dedicated SME time for ontology and taxonomy configuration workshops

2.8 TRAVEL

The Contractor will not be required by the Government to perform CONUS and OCONUS travel in performance of the resulting task order related expenses (per diem, airfare, transportation etc.). Any travel conducted will be at no additional cost to the Government and is not directly reimbursable.

2.9 PLACE OF PERFORMANCE

The primary place of performance will be at the contractor's place of performance and/or Off-Site. Personnel shall be available to periodically support meetings at DLA Battle Creek, HQ DLA (Fort Belvoir, VA) or other places of performance in the Washington, DC metropolitan area. **Coordination meetings, SME workshops, and demonstrations may be conducted at DLA Battle Creek and other DLA facilities as specified by the Government.**

2.10 PERIOD OF PERFORMANCE

The Period of Performance (POP) shall be for a period of nine (9) months with an anticipated start date of September 29, 2025 through June 28, 2026.

2.11 INVOICING AND PAYMENT SCHEDULE

The Contractor shall invoice no more frequently than MONTHLY. Travel charges, if any, must contain location and dates, and items must be identified by subject, e.g. meals, rental car, and airfare. The invoice should include the specific line items performed on and accepted, and associated performance payments being invoiced for the month. Other invoice requirements are set forth in FAR 52.232-25 and DFARS

AMERICAN OVERSIGHT

252.232-7003.

Contractor shall use the program Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) for Memo of Shipments (MS). WAWF-RA is a web-enabled application that allows contractors to create and send electronic MS receiving reports and/or invoices to government inspectors/acceptors for approval, thereby eliminating paper distribution of MS.

Invoices shall be submitted to **Acceptor DoDAAC SB4200** for acceptance.

2.11.1 Invoice Receipt

Within seven days of the receipt of the invoice, the COR will review for accuracy, verifying services, supplies, and travel. Inaccurate invoices will be returned to the contractor within seven days for correction.

2.12 POINTS OF CONTACT

2.12.1 Contracting Officer Representative (COR)

Wendy Wassa, COR
(b) (6)

2.13 CONTRACTOR ALTERNATE WORKSITE AUTHORIZATION

The contractor may be authorized to work at an alternate worksite pending prior authorization from either the COR or Contracting Officer. Each alternate worksite effort will be for a definitive period of time as agreed upon by both parties. Working at an alternate worksite shall only be authorized if the COR or Contracting Officer can adequately determine that the following conditions exist for the contractor:

a. There must be a predefined need, in keeping with the organization's mission, for the contractor to work at an alternate worksite.

b. The existing task order performance outcomes/metrics and delivery requirements remain in effect during performance at the alternate worksite

c. In case of inclement weather or Federal Government closure contractors may be authorized to perform tasks from their alternate work site.

d. If the contractor needs remote access to DLA or DOD networks, systems, applications, or databases, the contractor will establish remote access through the DLA approved remote access at https://www.dla.mil/RemoteVDI/ using Contractor Furnished Equipment (CFE) or Personal Equipment (PE). The performance outcomes/metrics and delivery requirements remain in effect along with security and other requirements during performance at the alternate worksite.

2.13.1 CONTRACTOR CONTINUITY OF OPERATIONS PLAN (COOP) ALTERNATE WORKSITE AUTHORIZATION

AMERICAN OVERSIGHT

The contractor may be authorized to perform at a Contractor alternate worksite, upon declaration of a COOP situation by the Director of the Defense Logistics Agency.

a. Alternate worksites may be authorized, upon declaration of a COOP situation by the DLA Director. An alternate worksite can be a contractor facility, personal residence, a telecommuting center, or a non-public place. A telecommuting center is a geographically convenient office setting established as an alternate to an employee's main office, residence, or non-public location.

b. Regardless of work location, all terms and conditions, including security requirements and labor laws, remain in effect.

c. Unless Mission Essential Functions are specifically detailed in the individual PWS requirements the services are not considered mission essential.

2.13.2 CONTRACTOR ALTERNATE WORKSITE REMOTE ACCESS REQUIREMENTS

a. The contractor will ensure that all CFE/PE (hardware and software) required for remote access to DLA networks, systems, applications, and databases meet the minimal configuration requirements set forth in the DLA Virtual Desktop Guide. The guide can be obtain from your COR or at the following URL https://remote.dla.mil/help/VirtualDesktopInfrastructureUserGuide.pdf.
b. CFE/PE equipment is **strictly prohibited** from connecting to the DLA Virtual Private Network.
c. All liability for issues and troubleshooting CFE/PE is the responsibility of the equipment owner. The DLA Enterprise Help Desk will not provide support for issues with hardware/software not provided by DLA, including but not limited to CFE/PE hardware, non-DLA networks (e.g., home routers, public hot spots), and non-DLA software compatibility issues with Citrix.
d. DLA Enterprise Help Desk resources will support troubleshooting issues that are not related to the CFE/PE hardware/software, including but not limited to accounts, DLA applications, and server-side issues.
e. CFE/PE's running on Windows 7, Windows 8/8.1, or Windows 10 can be used to access the Virtual Desktop. Use the Virtual Desktop Guide for additional guidance.
f. It's recommended that the CFE/PE equipment minimally install:
    1) CFE/PE utilize the applicable Security Technical Implementation Guides (STIGs) / checklists located at https://iase.disa.mil/stigs/Pages/index.aspx for system operating system. Anti-virus, Anti-Spyware, and Host Based Intrusion Prevention software be installed and the software be updated on a daily basis (i.e. software revisions, virus definitions). That the Host Based Intrusion Prevention Software firewall be configured to permit traffic by exception only, and dropping all other traffic.
    2) CFE/PE computers be scanned with the appropriate vulnerability scanner at a minimum of every 15 days and remediate vulnerability findings. Ensure contractor employees possess a current Government issued Common Access Card (CAC) and install Government approved CAC readers and middleware.

g. The Government is not responsible for any costs associated with meeting the above requirements.

2.14 DEFENSE LOGISTICS AGENCY MANUAL (DLAM) 1000.13 - ISSUANCE AND ACCOUNTABILITY OF COMMON ACCESS CARDS FOR DLA CONTRACTS

APPENDIX 1 TO ENCLOSURE 3: CONTRACTOR INSTRUCTIONS

AMERICAN OVERSIGHT

Performance under this contract may require the contractor to obtain a Common Access Card (CAC). If CACs are issued under this contract, the contractor will complete and comply with the following steps to obtain, control, and turn-in Government-issued CACs, as well as establish procedures to control and account for contractor CACs at all times. This process is only for the issuance and accountability of CACs. Contractors may be required to provide additional forms and follow additional procedures for other forms of access and/or background/security checks depending on local site/installation requirements.
Common Access Card (CAC) Procedures

1. The contractor has each contractor employee requiring a CAC complete DLAH Form 1728 in accordance with Enclosure 3; 2a. Note: Contractors do not complete blocks 11, 14, 15.a. or 15.b.; these are completed by the COR.

2. The contractor hand carries the DLAH 1728 form(s) or sends via secure mail, or encrypted email to (NOTE: The contractor may forward these forms individually or as a group to):

a. The Contracting Officer's Representative (COR) for the contract if a COR was designated.

b. The Contracting Officer (KO) for the contract if no COR was designated.

3. Each contractor employee must verify their account information upon receipt of an email from the Government containing a username and password for the Trusted Associate Sponsorship System (TASS). The web link for TASS is included in the email.

4. Each contractor employee will receive an email via TASS when their account has been approved. The email will notify the employee to obtain a Government-issued CAC from the nearest Real-Time Automated Personnel Identification System (RAPIDS) office. The email will also provide a link that identifies the locations of RAPIDS offices.

5. Each contractor employee will obtain their issued CAC from the RAPIDS office.

6. The contractor, within one business day of issuance, provides written notice via email to the COR (or the KO, if no COR was designated) for each contractor CAC issued identifying the contractor employee's name, the date of issuance, and the date of expiration of the CAC. This notification may be made individually for each contractor employee or together for a group of contractor employees. Note: This requirement is not applicable when the same is person is performing both COR and TA roles.

7. The contractor always establishes procedures to control and account for Government-issued contractor CACs - to include the following:

a. Ensure contractor CACs issued for this contract are only used for the purpose of performing under this contract.

b. Ensure contractor CACs are secured in a manner that precludes unauthorized use and that recognizes the CAC is the property of the U.S. Government.

c. Ensure contractor employees do not abuse or place holes in their CACs.

d. Ensure contractor employees do not display their CACs in public.

AMERICAN OVERSIGHT

8. If a contractor CAC is lost or stolen:

a. The contractor employee will immediately notify the contractor that the contractor CAC has been lost or stolen.

b. The contractor will immediately notify the COR (or the KO, if no COR was designated), detailing the circumstances regarding the lost or stolen contractor CAC, as follows:

(1) Face-to-face, followed within one business day by a written notice via email, or

(2) In writing, via email, or

(3) By telephone, followed within one business day by a written notice via email.

c. The contractor will report the lost or stolen CAC card to the local DLA Police/host installation police, who will provide the contractor a police report. If there are no local DLA Police/host installation police, or no police report is provided, the contractor will provide information to the COR/KO, as applicable, detailing the circumstances of how the CAC was lost or stolen. The COR/KO will provide a memorandum for the contractor employee to support issuance of new CAC.

d. The contractor has the contractor employee bring the report/memorandum to the nearest RAPIDS office. If the CAC can be reissued within 24 hours, bring the report/memorandum to the nearest CAC office for reissue. If the CAC cannot be reissued in 24 hours, follow the steps for a new CAC, beginning at Step 1.

9. If the expiration date for a contractor CAC is before the completion of the contract and the contractor employee is to continue working under the contract and still requires a CAC, the contractor:

a. Notifies the COR as follows:

(1) Face-to-face, followed within one business day by a written notice via email, or

(2) In writing, via email, or

(3) By telephone, followed within one business day by a written notice via email.

b. No less than 10 business days before the current CAC's expiration date, completes and complies with the steps above beginning with Step 2 for issuance of a new contractor CAC for the employee.

c. Brings the expiring CAC to the RAPIDS office for turn-in and receives new CAC.

d. Notifies the COR once a new CAC has been issued.

10. The contractor/contractor employee turns in any found CACs immediately, via hand carry, to the nearest Federal law enforcement office.

11. The contractor immediately collects all contractor CAC(s) from the contractor employee(s) at:

a. Contract completion or termination

b. Termination/Reassignment of an employee (this includes any reason the employee is no longer working for the contractor under the contract or otherwise no longer requires a CAC)

AMERICAN OVERSIGHT

12. For contract completion or termination – within one business day after collecting the contractor CAC(s), arranges for turn-in via one of the below methods:

a. The contractor:

(1) If the COR/KO is co-located or near enough that in-person transfer of CACs can be arranged, the contractor:

(a) Arranges to meet the COR (or the KO, if no COR was designated) to turn-in the collected contractor CAC(s).

(b) Hand-carries all collected contractor CACs for turn-in to meet the COR (or the KO, if no COR was designated).

(c) Completes and signs the Government-Issued Contractor CAC Turn-In Receipt with the COR (or the KO if no COR was designated). The contractor is provided a copy of the receipt.

(2) If in-person transfer of CAC cannot be arranged, the contractor:

(a) Sends, via certified mail, the CACs to the COR/KO. The contractor includes in the package the Government-Issued Contractor CAC Turn-In Receipt, with signed acknowledgement of contractor turn-in.

(b) Notifies COR/KO that CACs have been sent via certified mail.

(c) Receives a completed copy of the receipt from the COR/KO once the COR/KO has received the CACs.

13. For termination/reassignment of an employee:

a. Immediately notifies the COR (or the KO, if no COR was designated) that the employee is no longer working for the contractor under the contract or otherwise no longer requires a CAC, as follows:

(1) Face-to-face, followed within one business day by a written notice via email, or
(2) In writing, via email, or

(3) By telephone, followed within one business day by a written notice via email.

b. Follows the turn-in procedures above for contract completion or termination, as applicable.

14. Contractor Reporting Requirements: The contractor is required to submit, monthly, to the COR (or the KO, if no COR was designated) a report of all employees working on the contract who have been issued CAC cards and a verification of whether each listed employee still requires a CAC. The report must note where changes have occurred (additions or deletions) since the previous month. Contractor employees who already have a CAC related to another DLA or DoD contract must be included in the monthly report. Contractor will note the issuing organization and the CAC expiration date. Contractor is still responsible for notifying the COR/KO when the individual is no longer working under the subject contract.

15. The above procedures have been established as a DLA security measure. Contractors are advised that failure to comply with any of the above requirements will be considered a violation of the terms and conditions of the

AMERICAN OVERSIGHT

contract and the Contracting Officer may take action to remedy such violations. Specifically, failure to safeguard, follow these procedures, including reporting requirements, or turn-in CACs within the established timeframes may result in the following actions, which are in addition to other actions the Contracting Officer may take under governing law and regulation and the terms and conditions of the contract:

a. Immediate work stoppage (issuance of a stop work order), not to be lifted until resolution of CAC issue

b. Disapproval of invoices and delay of payment

c. Withholding of final payment (in accordance with FAR 52.204-9)

d. Documentation of CAC Non-Compliance in the Contractor Performance Assessment Reporting System (CPARS)

2.15 DOD 8570.01-M/8140, INFORMATION ASSURANCE WORKFORCE IMPROVEMENT PROGRAM

The DOD 8570.01-M/8140, Information Assurance Workforce Improvement Program, requires training and certification for IA duties performed. All contract employees performing IA functions shall meet the requirements in accordance with DOD/DLA guidance. Additionally, all contract employees shall be certified in operating systems on any system on which System Administration duties are performed. Proof of certification shall be provided before Privileged access is granted, at time of proposal/resume submission; this includes, but is not limited to, system administration access, network administration access, router/switch access, firewall access, and Intrusion Detection System access. All documentation required for security certification will be maintained by both the Contractor and the Government. All contract employees will have acquired the necessary certification requirements, per the DOD 8570.01, throughout the entire period of performance of the contract requirements. These certification requirements are not based on position title; they are based on duties. Refer to 8570.01-M/8140 Approved Baseline Certifications and Computing Environment Certification Attachments.

DoD Manual 8140.03, Cyberspace Workforce Qualification and Management Program was signed February 15, 2023. It requires DoD Components to identify all positions designated as cyberspace workforce positions in accordance with DoDI 8140.02 and Volumes 1-4 of DoDI 1442.02 within 12 months. Positions in the resulting task order may be impacted by this transition from 8570 to 8140 and a contract modification will be issued when appropriate. Until that time, 8570 requirements as spelled out in the JETS IDIQ and this task order will be followed.

AMERICAN OVERSIGHT

APPENDIX 2: Software as a Service (SaaS)

11. SOFTWARE AS A SERVICE (SaaS)

This section is necessary due to DLA Mission Owners obtaining a Software as a Service (SaaS) solution from commercial vendors operating outside DLA's network.

The mission is to provide DLA secure, relevant, ready, effective, and efficient CSSP security services for the DLA applications hosted in cloud platforms managed by CSPs.

The following apply to DLA applications hosted by a SaaS Provider.

- Define scope of CSSP activities applicable to SaaS solution.
- Define roles and responsibilities for DLA CSSP, Mission Owners, and SaaS Provider as required by DoD Cloud Computing Security Requirements Guide, June 2024
- Identify communication channels

11.1 GENERAL PROVISIONS

This is between the DLA Mission Owner, Program Management Office, DLA CSSP, and the ISSM. When referred to collectively, the DLA Mission Owner, Program Management Office, DLA CSSP, and the ISSM are referred to as the "Parties".

11.1.1 POINTS OF CONTACT

Parties will contact one another using the communication channels established below. Each Party may change its point of contact upon reasonable notice to the other Party.

Table 1 – Points of Contact

Organization	Role	Contact Info
DLA J62 PMO	Mission Owner/Program Management Office	(b) (6)
DLA CERT	Cyber Security Service Provider (CSSP)	cert@dla.mil (NIPRNet) 614-692-9593 (Commercial) 312-850-9593 (DSN)
DLA J61	Information Systems Security Manager (ISSM)	(b) (6)
Palantir Technologies Inc.	Software as service Provider	(b) (6)

AMERICAN OVERSIGHT

DOD-26-0952-A-000033

11.1.2 ROLES AND RESPONSIBILITIES

The Mission Owner — operates applications that are provided by SaaS Provider. Per DoD Cloud Computing Security Requirements Guide (DoD CC SRG), and Directive Type Memorandum (DTM) 24-001 – "DoD Cybersecurity Activities Performed for Cloud Service Offerings," mission owner responsibilities:

- Ensure contractual language specifies and documents a SaaS Provider's compliance requirement to provide data identified to meet CSSP DCO requirements and share this information to all parties involved in defending DoD data in the cloud, including the designated CSSP, authorizing official, and DoD sponsor, when required.
- Collaborate with CSSP during cloud architecture development to ensure required security-relevant data will be accessible via CSP/CSO, third-party security service subscription, and/or native API capability.
- Provide access to relevant capabilities, assets, and data of supporting DoD entities and commercial entities to the CSSP and DoD inspection teams. The SaaS Provider will grant access and permissions to the mission owner, PM, authorizing official, CSSP, and DoD inspection and assessment team(s). Access to all cybersecurity related information that Saas Provider collects will be restricted to only those required to perform the cybersecurity activities on behalf of the DoD.
- Ensure the SaaS Provider performs their cybersecurity activities in accordance with the DoD Cloud Computing Security Requirements Guide (DoD CC SRG).
- Collaborate with the CSSP throughout the SaaS lifecycle to ensure that appropriate security service subscriptions are part of the build to gain access to required security relevant data.
- Generation of cybersecurity activity tracking checklist, developed in coordination with the CSSP, PM, and the authorizing official to identify who will be responsible for providing the cybersecurity activity that best fits the needs of the mission owner.

DLA CERT (CSSP) — Perform Mission Cyberspace Defense (MCD) actions to secure and defend DLA systems, applications, and data hosted in the cloud. DLA CERT will be the DOD point of contact the SaaS Provider will coordinate with in response to incidents affecting the security posture of the SaaS application.

Per the DoD CC SRG, actions include the following:

- Analyze cyber incidents and events for Mission Owner.
- Monitor, protect, and defend Mission Owners' cloud-based data stored within the SaaS application.
    - Defend all connections to the SaaS application.
- Ensure internal DOD communications are established between all parties.
- Provide visibility and awareness of cyber incidents or events impacting Mission Owner. systems, applications, virtual networks, and data to JFHQ-DODIN.

AMERICAN OVERSIGHT

DOD-26-0952-A-000034

A list of MCD actions is found in DoD CC Cloud Service Provider Security Requirements Guide, Section 6.1.

Information Systems Security Manager — Reviews and establishes cybersecurity criteria. Ensures SaaS Provider complies with security requirements mandated in DoD CC SRG and other cyber directives. Supports AO evaluations.

Software as a Service Provider — Entity offering cloud services through SaaS deployment model. Manages software application and all underlying cloud infrastructure as described in the shared responsibility model.

- Comply with the current DoD Cloud Computing SRG requirements.
- Support of applicable CSSP activities described in Section 12, CSSP Cybersecurity Activities.
- Support CSSP by meeting the CSP/SaaS Provider requirements and objectives as described in the DTM 24-001, as required.

11.2 CYBERSECURITY ACTIVITIES

The Mission Owner will address and ensure the performance of all activities listed in this table below.

For detailed information and descriptors of cybersecurity activities for cloud, see Directive-type Memorandum (DTM) 24-001 – "DoD Cybersecurity Activities Performed for Cloud Service Offerings" and DoD Manual 8530.01 "Cybersecurity Activities Support Procedures."

A cybersecurity activity tracking checklist, generated by the mission owner, will be developed in coordination with the CSSP, and the authorizing official to identify who will be responsible for providing the cybersecurity activity that best fits the needs of the mission owner.

The table below describes the responsibilities and expectations between the Mission Owner, SaaS Provider, and CSSP to perform cybersecurity activities for each function: Identify, Protect, Monitor & Detect, and Respond.

R = Organization responsible for performing cybersecurity activity
A = Organization accountable for ensuring cybersecurity activities are performed
C = Organization needs to be consulted, their input will guide the performance of cybersecurity activity
I = Organization will be informed throughout the performance of cybersecurity activity
***** = Designated CSSP must perform this cybersecurity activity. No other entity can perform this activity.
N/A = Not Applicable

AMERICAN OVERSIGHT

Table 2 – Cybersecurity Activities for SaaS

	CSSP Cybersecurity Activities	Mission Owner	SaaS Provider	DLA CERT
Date ATO Approved:				
Identify	**Vulnerability Assessment and Analysis (VAA)**			
	External Vulnerability Scans (EVS)	A/I	R	C/I
	Web Vulnerability Scans (WVS)	A/I	R	C/I
	External Assessment			
	DoD Cyber Red Team Operations (DCRT)	A/I	I	R*
	Non-DoD Red Team (DCAT)	A/I	R	C/I
	Penetration Testing	A/I	R	C/I
	Intrusion Assessment	A/I	R	C/I
Protect	Awareness and Training	A/I	R	C/I
	Endpoint Security Capabilities	A/I	R	C/I
	Vulnerability Management Maintenance			
	Apply DoD required security configurations	A/I	R	C/I
	Perform actions to mitigate potential vulnerabilities or threats	A/I	R	C/I
	Monitor Vulnerability Management Compliance	A/I	R	C/I
	Malware Protection	A/I	R	C/I
Monitor and Detect	**Attack Sensing and Warning (AS&W) for Anomalous Events**			
	AS&W for Boundary Cyberspace Protection (BCP) Functions	A/I	I	R*
	AS&W at the Application	A/I	R	I
	Warning Intelligence	A/I	I	R*
	Information Security Continuous Monitoring (ISCM)			
	Maintain continuous visibility into endpoint devices	A/I	R	C/I
	Correlate asset and vulnerability data with threat data	A/I	I	R*
	Malware Notification	A/I	I	R*
	Detection Processes			
	Network Security Monitoring and Intrusion Detection for BCP Functions	A/I	I	R*
	Network and Endpoint Security: Monitoring at the Enclave Level	A/I	R	C/I
	DODIN User Activity Monitoring (UAM) for DoD Insider Threat Program *UAM only applies to IL6/SIPR			

AMERICAN OVERSIGHT

	Employ UAM capabilities to detect anomalous insider activity	N/A	N/A	N/A
	Maintain insider threat audit data	N/A	N/A	N/A
	Correlate insider threat audit data with Component Insider Threat Programs	N/A	N/A	N/A
	Cyber Protection Condition (CPCON) and Orders (e.g. Tasking Order (TASKORD), Operational Order (OPORD), Fragmentation Order)			
	CPCON and Orders Implementation	A/I	R	C/I
	CPCON and Orders Notification and Assistance	I	I	R*
Respond	Incident Categorization	I	I	R*
	Incident Reporting	I	I	R*
	Incident Handling Response	I	I	R*
	Incident Response – Law Enforcement (LE)	I	I	R*
	Incident Response – Counterintelligence	I	I	R*
	Incident Response – Analysis	I	I	R*

11.3 CYBERSECURITY ACTIVITY METRICS

DoD is required to use FedRAMP-approved SaaS Providers and share DLA ATOs with the FedRAMP Secure Repository. Continuous monitoring requirements for DoD are the same as those for FedRAMP, except that all reports and artifacts for FedRAMP+ security controls will be provided directly to DISA AO representatives as the DoD single point of SaaS Provider contact for this information. DISA will share appropriate continuous monitoring information with mission owner and DLA CSSP. DLA CSSP will review provided security artifacts and may request additional artifacts to ensure fulfilment of cybersecurity activities performed by SaaS Provider.

11.4 CYBER MONITORING

To monitor, protect and defend Missions Owner's data stored within the SaaS application and, DLA CERT will need to ingest certain log types to perform log analysis and monitoring to detect anomalies, deviations and security incidents. SaaS Provider must interface with DLA CERT to identify the correct log types, ensure logging integration, and log delivery to a centralized log management platform designated by CERT.

DLA CERT will monitor for notable events throughout the life of this engagement. Examples of potential indicators of compromise are found below.

AMERICAN OVERSIGHT

Table 3 – Potential Indicators of Compromise

Potential Indicators of Compromise
• Unsuccessful attempts to access service or data • Actions to tamper with data and/or process • Unsuccessful configuration changes • Activity from a non-DLA IP address • SaaS admin user (break-glass account) activity • Non-federated user login • Exfiltration of data (logs, db, etc,) • Actions to obtain high-level permissions (privilege escalation) • Creation/deletion of API tokens • Disabling/altering logging policies

11.5 INCIDENT REPORTING

The SaaS Provider must comply with incident reporting and response actions when integrating with DoD organizations, as described in *DoD CSP SRG, Section 6.2, Cyber Incident Reporting and Response*. The SaaS Provider will contact CSSP point of contact to ensure proper system integration as part of their DoD Cyberspace Defense Integration requirements. These requirements are applicable to all systems at all information Impact Levels. Incident reporting timeframes are described in *CJCSM 6510-01, Appendix A to Enclosure C, Table C-A-1, r*eview document for detailed reporting timeframes. Table is included below for quick reference.

Table 4 – Reporting Timeframes Table

CATEGORY	IMPACT	INITIAL NOTIFICATION TO NEXT TIER
Root Level Intrusion	High	Within 15min
	Moderate	Within 2hrs
	Low	Within 4hrs
User Level Intrusion	High	Within 15min
	Moderate	Within 2hrs
	Low	Within 4hrs
Unsuccessful Activity Attempt	Any	Within 4hrs
Denial of Service	High	Within 15min
	Moderate	Within 15min
	Low	Within 24hrs

AMERICAN OVERSIGHT

Non-Compliance Activity	All Non- Compliance Events	Within 4hrs
Reconnaissance	Any	Within 24hrs
Malicious Logic	High	Within 15min
	Moderate	Within 2hrs
	Low	Within 8hrs
Investigating	N/A	Within 2hrs of notification
Explained Anomaly	N/A	N/A

AMERICAN OVERSIGHT

Section 3: Additional Clauses

The following provisions and clauses are incorporated into this purchase order:

FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (MAR 2025) (Deviation 2025-O0003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

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

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

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

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

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

_X_(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

_X_(2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

AMERICAN OVERSIGHT

__(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

__(4) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

_X_(5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__(6) [Reserved]

__(7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

__(8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

_X_(9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

__(10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115-390, title II).

__(11)(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

__(ii) Alternate I (DEC 2023) of 52.204-30.

__(12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) (31 U.S.C. 6101 note).

_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).

__(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).

AMERICAN OVERSIGHT

__(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.

_X_(20) 52.219-8, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C. 637(d)(2) and (3)).

__(21)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2025) (15 U.S.C. 637(d)(4)).

__(ii) Alternate I (NOV 2016) of 52.219-9.

__(iii) Alternate II (NOV 2016) of 52.219-9.

__(iv) Alternate III (JUN 2020) of 52.219-9.

__(v) Alternate IV (JAN 2025) of 52.219-9.

__(22)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

__(ii) Alternate I (MAR 2020) of 52.219-13.

__(23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

__(24) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

__(25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).

_X_(26)(i) 52.219-28, Postaward Small Business Program Rerepresentation (JAN 2025) (15 U.S.C. 632(a)(2)).

__(ii) Alternate I (MAR 2020) of 52.219-28.

__(27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

AMERICAN OVERSIGHT

__(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).

__(32) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2025) (E.O. 13126).

__(33) [Reserved]

__(34) [Reserved]

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

__(ii) Alternate I (JULY 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 (JULY 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).

_X_(40) 52.222-54, Employment Eligibility Verification (JAN 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

__(41)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

AMERICAN OVERSIGHT

__(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 (MAY 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

_X_ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

__ (ii) Alternate I (JAN 2017) of 52.224-3.

__ (48)(i) 52.225-1, Buy American—Supplies (OCT 2022)) (41 U.S.C. chapter 83).

__ (ii) Alternate I (OCT 2022) of 52.225-1.

__ (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I [Reserved].

__ (iii) Alternate II (JAN 2025) of 52.225-3.

__ (iv) Alternate III (FEB 2024) of 52.225-3.

__ (v) Alternate IV (OCT 2022) of 52.225-3.

__ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq.,* 19 U.S.C. 3301 note).

__ (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).

AMERICAN OVERSIGHT

__ (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).

_X_ (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

__ (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

__ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C.4505, 10 U.S.C. 3805).

__ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

__ (59) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

__ (60) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

__ (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

__ (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

__(63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act—Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

__ (64) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

__ (65)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

__ (iii) Alternate II (NOV 2021) of 52.247-64.

AMERICAN OVERSIGHT

(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).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

__ (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (JAN 2025) (49 U.S.C. 40118(g)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

AMERICAN OVERSIGHT

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

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

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

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

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

(vii)(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

(B) Alternate I (DEC 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR

AMERICAN OVERSIGHT

19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) [Reserved]

(x) [Reserved]

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

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

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

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (AUG 2018)(41 U.S.C. chapter 67).

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

__ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (JAN 2025) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xxi) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xxii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

AMERICAN OVERSIGHT

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act—Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Solicitation Provisions

FAR 52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services (MAR 2025) (DEVIATION 2025-O0003)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through *https://www.sam.gov*. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) *Definitions.* As used in this provision—

Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in

AMERICAN OVERSIGHT

accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

AMERICAN OVERSIGHT

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

AMERICAN OVERSIGHT

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern—

(1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) *Service-disabled veteran,* as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern—(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) *Affiliates,* as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that—

AMERICAN OVERSIGHT

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

AMERICAN OVERSIGHT

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through *http://www.sam.gov.* After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____.

[*Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that—

(i) It □ is, □ is not a small business concern; or

(ii) It □ is, □ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.]

(2) *Veteran-owned small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it □ is, □ is not a veteran-owned small business concern.

AMERICAN OVERSIGHT

(3) *SDVOSB concern.* [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*] The offeror represents that it □ is, □ is not an SDVOSB concern.

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program.* The offeror represents that it □ is, □ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.*] [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:*__.]

(5) *Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it □ is, □ is not a small disadvantaged business concern as defined in 13 CFR 124.1001.

(6) *Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it □ is, □ is not a women-owned small business concern.

(7) *WOSB joint venture eligible under the WOSB Program.* The offeror represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:*__.]

(8) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:*__.]

Note to paragraphs (c)(9) and (10):

Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) *Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it □ is, a women-owned business concern.

(10) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(11) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

AMERICAN OVERSIGHT

(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:*__.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) [Reserved]

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Supplies.”

(2) Foreign End Products:

AMERICAN OVERSIGHT

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. _____

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i)(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line item No.	Country of origin

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as

AMERICAN OVERSIGHT

domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. _____

[List as necessary]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If *Alternate II* to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Israeli End Products:

Line Item No		

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

(g)(1)(i)(B) The terms "Korean end product", "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end

AMERICAN OVERSIGHT

product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act."

(g)(1)(ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Korean End Products or Israeli End Products:

Line Item No.	Country of origin

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line item No.	Country of origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) □ Are, □ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

AMERICAN OVERSIGHT

(2) □ Have, □ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property,

(3) □ Are, □ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have,□ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.* (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

AMERICAN OVERSIGHT

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*]

(1) *Listed end products.*

Listed end product	Listed countries of origin

(2) *Certification.* [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

□ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

□ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) □ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) □ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

AMERICAN OVERSIGHT

□ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror □ does □ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

□ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror □ does □ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

AMERICAN OVERSIGHT

(l) *Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).* (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

□ TIN: _____.

□ TIN has been applied for.

□ TIN is not required because:

□ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

□ Offeror is an agency or instrumentality of a foreign government;

□ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

□ Sole proprietorship;

□ Partnership;

□ Corporate entity (not tax-exempt);

□ Corporate entity (tax-exempt);

□ Government entity (Federal, State, or local);

□ Foreign government;

□ International organization per 26 CFR 1.6049-4;

AMERICAN OVERSIGHT

□ Other _____.

(5) *Common parent.*

□ Offeror is not owned or controlled by a common parent;

□ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.* (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that—

(i) It □ is, □ is not an inverted domestic corporation; and

(ii) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic

AMERICAN OVERSIGHT

Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at *https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx*).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.,* 52.212-3(g) or a comparable agency provision); and

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

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifer in the solicitation).

(1) The Offeror represents that it □ has or □ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: □ Yes or □ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.* (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

AMERICAN OVERSIGHT

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it □ is or □ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____.

(*Do not use a "doing business as" name*).

(s) [Reserved]

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

AMERICAN OVERSIGHT

(2) *Representation.* [*Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].* (i) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose greenhouse gas emissions, *i.e.,* makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, *i.e.,* make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.,* agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services—Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

AMERICAN OVERSIGHT

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (*https://www.sam.gov*) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that—

(i) It [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

Alternate I (FEB 2024). As prescribed in 12.301(b)(2), add the following paragraph (c)(12) to the basic provision:

(c)(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(5) of this provision.)

__ Black American.

__ Hispanic American.

__ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

__ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

__ Individual/concern, other than one of the preceding.

(End of provision)

The following provisions and clauses are included by reference with the same force and effect as if they were given in full text.

AMERICAN OVERSIGHT

FAR 52.204-7
FAR 52.204-21
DFARS 252.201-7000
DFARS 252.203-7003
DFARS 252.204-7000
DFARS 252.204-7003
DFARS 252.204-7008
DFARS 252.204-7012
DFARS 252.204-7018
DFARS 252.204-7019
DFARS 252.204-7020
DFARS 252.204-7023
DFARS 252.232-7003
DFARS 252.237-7010
DFARS 252.245-7003
DFARS 252.245-7005

DFARS 252.232-7006 – Wide Area Workflow Payment Instructions (JAN 2023)

(a) *Definitions.* As used in this clause—

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

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

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

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

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

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

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

AMERICAN OVERSIGHT

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

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

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

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

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

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

(ii) For fixed price line items—

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

N/A

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

Invoice 2-in-1

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

AMERICAN OVERSIGHT

(3) *Document routing*. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	[redacted]
Issue By DoDAAC	
Admin DoDAAC**	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	[redacted]
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report*. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

__Dr. J C Gurchik_john.gurchik@dla.mil_____

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

(End of clause)

L29 Section 508 Requirements (OCT 2021)

Offerors shall comply with the Section 508 accessibility requirements. By submission of its offer, the offeror affirms that its Electronic Information Technology (EIT) supplies and services are accessible as outlined in the law, the standard, and FAR Subpart 39.2. Offerors shall complete the current revision of the Voluntary Product Accessible Template (VPAT) Rev 508 at

AMERICAN OVERSIGHT

https://www.itic.org/policy/accessibility/vpat (copy website address into browser). If applicable, offerors shall indicate where their Section 508 EIT compliance information is available for review (e.g., offeror's website or other location the contracting officer can access). The contracting officer may require a demonstration of Section 508 compliance prior to award.

H11 Section 508 Requirements (OCT 2020)

Contractors shall comply with the Section 508 Accessibility requirements in this contract and the current revision of the Voluntary Product Accessible Template (VPAT) Rev 508 at https://www.itic.org/policy/accessibility/vpat (copy website address into browser) as stated in their offer, for the duration of contract performance.

H14 Contractor Personnel Security Requirements (DEC 2021)

(a) Work to be performed under this contract or task order may, in full or in part, be performed at the Defense Logistics Agency (DLA) Headquarters (HQ), DLA field activity office(s), or other Federallycontrolled facilities. Prior to beginning work on a contract, DLA requires all contractor personnel working on the Federally-controlled facility to have, at a minimum, an initiated National Agency Check with Written Inquiries (NACI) or NACI equivalent and favorable completion of a Federal Bureau of Investigation (FBI) fingerprint check.

(b) Additionally, in accordance with Department of Defense (DoD) Regulation 5200.2-R, Personnel Security Programs, and DLA Issuance 4314, Personnel Security Program, all DoD contractor personnel who have access to Federally-controlled information systems must be assigned to positions which are designated at one of three information technology (IT) levels, each requiring a certain level of investigation and clearance, as follows:

(1) IT-I for an IT position requiring a single scope background investigation (SSBI) or SSBI equivalent;

(2) IT-II for an IT position requiring a National Agency check with Law and Credit (NACLC) or NACLC equivalent; and

(3) IT-III for an IT position requiring a NACI or equivalent.

Note: IT levels will be designated according to the criteria in DoD 5200.2-R.

(c) Previously completed security investigations may be accepted by the Government in lieu of new investigations if determined by the DLA Intelligence Personnel Security Office to be essentially equivalent in scope to the contract requirements. The length of time elapsed since the previous investigation will also be considered in determining whether a new investigation is warranted. To assist the Government in making this determination, the contractor must provide the following information to the respective DLA Intelligence Personnel Security Office immediately upon receipt of the contract. This information must be provided for each contractor employee who will perform work on a Federallycontrolled facility and/or will require access to Federally-controlled information systems:

AMERICAN OVERSIGHT

(1) Full name, with middle name, as applicable, with social security number;

(2) Citizenship status with date and place of birth;

(3) Proof of the individual's favorably adjudicated background investigation or NACI, consisting of identification of the type of investigation performed, date of the favorable adjudication, name of the agency that made the favorable adjudication, and name of the agency that performed the investigation;

(4) Company name, address, phone and fax numbers with email address;

(5) Location of on-site workstation or phone number if off-site (if known by the time of award); and

(6) Delivery order or contract number and expiration date; and name of the contracting officer.

(d) The contracting officer will ensure that the contractor is notified as soon as a determination is made by the assigned or cognizant DLA Intelligence Personnel Security Office regarding acceptance of the previous investigation and clearance level.

(1) If a new investigation is deemed necessary, the contractor and contracting officer will be notified by the respective DLA Personnel Security Office after appropriate checks in DoD databases have been made.

(2) If the contractor employee requires access to classified information and currently does not have the appropriate clearance level and/or an active security clearance, the DLA Intelligence Personnel Security Office will relay this information to the contractor and contracting officer for further action. Investigations for contractor employees requiring access to classified information must be initiated by the contractor Facility Security Officer (FSO).

(3) The contracting officer will ensure that the respective DLA Intelligence Personnel Security Office initiates investigations for contractor employees not requiring access to classified information (i.e., IT or unescorted entry).

(4) It is the contractor's responsibility to ensure that adequate information is provided and that each contractor employee completes the appropriate paperwork, as required either by the contracting officer or the DLA Intelligence Personnel Security Office, in order to begin the investigation process for the required clearance level.

(e) The contractor is responsible for ensuring that each contractor employee assigned to the position has the appropriate security clearance level.

(f) The contractor shall submit each request for IT access and investigation through the contracting officer to the assigned or cognizant DLA Intelligence Personnel Security Office. Requests shall include the following information and/or documentation:

AMERICAN OVERSIGHT

(1) Standard Form (SF) 85, Questionnaire for Non-Sensitive Positions, or the SF 86, Questionnaire for National Security Positions (see note below);

(2) Proof of citizenship (i.e., an original or a certified copy of a birth certificate, passport, or naturalization certificate); and

(3) Form FD-258, Fingerprint Card (however, fingerprinting can be performed by the cognizant DLA Intelligence Personnel Security Office).

(Note to (f)(1) above: An investigation request is facilitated through use of the SF 85 or the SF 86. These forms with instructions as well as the Optional Form (OF) 306, Declaration for Federal Employment, which is required with submission of the SF85 or SF 86, are available at the Office of Personnel Management's (OPM) system called Electronic – Questionnaires for Investigations Processing (e-QIP). Hard copies of the SF85 and SF86 are available at OPM's web-site, www.opm.gov, but hard copies of the forms are not accepted.)

(g) Required documentation, listed above in paragraphs (f)(1) through (3), must be provided by the contractor as directed by the contracting officer to the cognizant DLA Intelligence Personnel Security Office at the time of fingerprinting or prior to the DLA Intelligence Personnel Security Office releasing the investigation to OPM.

(h) Upon completion of the NACI, NACLC, SSBI, or other sufficient, appropriate investigation, the results of the investigation will be forwarded by OPM to the appropriate adjudication facility for eligibility determination or the DLA Intelligence Personnel Security Office for review and determination regarding the applicant's suitability to occupy an unescorted entry position in performance of the DLA contract. Contractor personnel shall not commence work on this effort until the investigation has been favorably adjudicated or the contractor employee has been waived into the position pending completion of adjudication. The DLA Intelligence Personnel Security Office will ensure that results of investigations will be sent by OPM to the Department of Defense, Consolidated Adjudications Facility (DoDCAF) or DLA Intelligence Personnel Security Office.

(i) A waiver for IT level positions to allow assignment of an individual contractor employee to commence work prior to completion of the investigation may be granted in emergency situations when it is determined that a delay would be harmful to national security. A request for waiver will be considered only after the Government is in receipt of the individual contractor employee's completed forms, the background investigation has been initiated, and favorable FBI fingerprint check has been conducted. The request for a waiver must be approved by the Commander/Director or Deputy Commander/Director of the site. The cognizant DLA Intelligence Personnel Security Office reserves the right to determine whether a waiver request will be forwarded for processing. The individual contractor employee for which the waiver is being requested may not be assigned to a position, that is, physically work at the Federally controlled facility and/or be granted access to Federally-controlled information systems, until the waiver has been approved.

AMERICAN OVERSIGHT

(j) The requirements of this procurement note apply to the prime contractor and any subcontractors the prime contractor may employ during the course of this contract, as well as any temporary employees that may be hired by the contractor. The Government retains the right to request removal of contractor personnel, regardless of prior clearance or adjudication status whose actions, while assigned to this contract, who are determined by the contracting officer to conflict with the interests ofthe Government. If such removal occurs, the contractor shall assign qualified personnel, with the required investigation, to any vacancy.

(k) All contractor personnel who are granted access to Government and/or Federally-controlled information systems shall observe all local automated information system (AIS) security policies and procedures. Violations of local AIS security policy, such as password sharing, performing personal work, file access violations, or browsing files outside the scope of the contract, will result in removal of the contractor employee from Government property and referral to the contractor for appropriate disciplinary action. Actions taken by the contractor in response to a violation will be evaluated and will be reflected in the contractor's performance assessment for use in making future source selection decisions. In addition, based on the nature and extent of any violations of AIS security policy, the Government will consider whether it needs to pursue any other actions under the contract such as a possible termination.

(l) The contractor may also be required to obtain a Common Access Card (CAC) or Installation Access Badge for each contractor employee in accordance with procedures established by DLA. When a CAC is required, the contracting officer will ensure that the contractor follows the requirements of Homeland Security Presidential Directive 12 and any other CAC-related requirements in the contract. The contractor shall provide, on a monthly basis, a listing of all personnel working under the contract that have CACs.

(m) [See procurement note H16, Operations Security (OPSEC) For On-site Contractors, for required OPSEC training.] Contractor personnel must additionally receive operations security (OPSEC) and information security (INFOSEC) awareness training. The DLA annual OPSEC refresher training and DLA annual INFOSEC training will satisfy these requirements and are available through the DLA Intelligence Office.

(n) When a contractor employee who has been granted a clearance is removed from the contract, the contractor shall provide an appropriately trained substitute who has met or will meet the investigative requirements of this procurement note. The substitute may not begin work on the contract without written documentation, signed by the contracting officer, stating that the new contractor employee has met one of the criteria set forth in paragraphs (c), (d), or (i) of this procurement note (i.e., acceptance of a previously completed security investigation, satisfactory completion of a new investigation, or a waiver allowing work to begin pending completion of an investigation). Contractor individual employees removed from this contract as a result of a violation of local AIS security policy are removed for the duration of the contract.

(o) The following shall be completed for every employee of the Government contractor working on this contract upon contract expiration. Additionally, the contractor shall notify the contracting officer immediately in writing whenever a contractor employee working on this contract resigns, is reassigned, is terminated, or no longer requires admittance to the Federally-controlled facility

AMERICAN OVERSIGHT

or access to Federally controlled information systems. When the contractor employee departs, the contractor will relay departure information to the cognizant DLA Intelligence Personnel Security Office and the Trusted Agent (TA) that entered the individual into the Trusted Associated Sponsorship System (TASS), so appropriate databases can be updated. The contractor will ensure each departed employee has completed the DLA J6 Out-Processing Checklist, when applicable, for the necessary security briefing, has returned any Government furnished equipment, returned the DoD CAC and DLA (or equivalent Installation) badge, returned any DoD or DLA vehicle decal, and requested deletion of local area network account with a prepared Department of Defense (DD) Form 2875. The contractor will be responsible for any costs involved for failure to complete the out-processing, including recovery of Government property and investigation involved.

(p) These contractor security requirements do not excuse the contractor from meeting the delivery schedule/performance requirements set forth in the contract, or waive the delivery schedule/performance requirements in any way. The contractor shall meet the required delivery schedule/performance requirements unless the contracting officer grants a waiver or extension.

(q) The contractor shall not bill for personnel, who are not working on the contract while that contractor employee's clearance investigation is pending.

*****

H16 Operations Security (OPSEC) For On-site Contractors (DEC 2021)

(1) Contractors shall complete the following courses: (a) Center for the Development of Security Excellence Operations Security (OPSEC) Awareness; (b) Unauthorized Disclosure of Classified Information for DoD and Industry; (c) Insider Threat Awareness; and (d) Introduction to Information Security courses. These courses are located at Security Awareness Hub (https://securityawareness.usalearning.gov/index.html).

(2) The courses identified at subparagraph (1) above are required for all contractors that perform work on-site at a DLA or DoD facility, or for contractors that perform work off-site and access a Federally-controlled information system.

(3) The contractor shall immediately direct its workforce who are performing services for the Government to take the training after contract award. The contractor shall provide evidence of this training to the contracting officer representative or the contracting officer no later than five business days after contract award or prior to accessing the installation or a Federally-controlled information system, whichever occurs first.

(4) Annual refresher training is required and consists of re-accomplishing all of the courses listed in subparagraph (1) above. The contractor shall keep certificates on record for inspection or submission as required by the Government at the Government's discretion.

*****

AMERICAN OVERSIGHT

Organizational Conflict of Interest

Offerors are directed to reference the limitations in FAR 9.505-1 based on providing systems development and engineering and technical directions. It is the contractor's responsibility to identify any potential OCIs for future requirements and to provide a mitigation plan if a perceived or actual OCI exists. The Contracting Officer will make a determination regarding the potential or actual OCI prior to award.

FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation (OCT 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c)

(1) *Representation.* The Offeror represents that it □ does, □ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it □ does, □ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

DFARS 252.204-7016 Covered Defense Telecommunications Equipment or Services—Representation (DEC 2019)

(a) *Definitions*. As used in this provision, "covered defense telecommunications equipment or services" has the meaning provided in the clause 252.204-7018 , Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov/) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".

AMERICAN OVERSIGHT

(c) *Representation*. The Offeror represents that it [ ] does, [ ] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

DFARS 252.204-7017 - Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services - Representation (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016 , Covered Defense Telecommunications Equipment or Services—Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) Definitions. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016 , Covered Defense Telecommunications Equipment or Services—Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

AMERICAN OVERSIGHT

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

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

(End of provision)

FAR 52.204-24 - Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain,

AMERICAN OVERSIGHT

any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services.

AMERICAN OVERSIGHT

The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

AMERICAN OVERSIGHT

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

DFARS 252.225-7966 - PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS - REPRESENTATION (Deviation 2024-O0006) (FEB 2024)

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

(b) *Representation*. By submission of an offer, the Offeror represents it is not, or that it does not knowingly have fossil fuel business operations with an entity or individual that is, 50 percent or more owned, individually or collectively, by—

(1) An authority of the government of the Russian Federation; or

(2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company transports oil or gas—

(i) Through the Russian Federation for sale outside of the Russian Federation; and

(ii) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions as of the date on which the contract is awarded.

(End of provision)

AMERICAN OVERSIGHT

DFARS 252.225-7967 - PROHIBITION REGARDING RUSSIAN FOSSIL FUEL OPERATIONS (DEVIATION 2024-O0006) (FEB 2024)

(a) *Definitions*. As used in this clause—

"Business operations" means knowingly engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other known apparatus of business or commerce. The term does not include—

(1) Any shipment subject to price caps as specified in the—

(i) "Statement of the G7 and Australia on a Price Cap for Seaborne Russian-Origin Crude Oil", issued on December 2, 2022, between member countries of that coalition; or

(ii) "Statement of the G7 and Australia on Price Caps for Seaborne Russian-Origin Petroleum Products Berlin, Brussels, Canberra, London, Ottawa, Paris, Rome, Tokyo, Washington", issued on February 4, 2023, between such members, if such shipment complies with the applicable price caps; or

(A) Actions taken for the benefit of the country of Ukraine, as determined by the Secretary; or

(B) Actions taken to support the suspension or termination of business operations for commercial activities during the period beginning on the effective date and ending on December 31, 2029, including—

(1) Any action to secure or divest from facilities, property, or equipment;

(2) The provision of products or services provided to reduce or eliminate operations in territory internationally recognized as the Russian Federation or to comply with sanctions relating to the Russian Federation; and;

(3) Activities that are incident to liquidating, dissolving, or winding down a subsidiary or legal entity in Russia.

Fossil fuel company means an entity or individual that—

(1) Carries out oil, gas, or coal exploration, development, or production activities;

(2) Processes or refines oil, gas, or coal; or

(3) Transports, or constructs facilities for the transportation of, Russian oil, gas, or coal.

(b) *Prohibition*. In accordance with section 804 of the National Defense Authorization Act for Fiscal Year 2024 (Pub. L. 118-31), the Contractor is prohibited from entering into a

AMERICAN OVERSIGHT

subcontract or other contractual instrument for the procurement of products or services with any entity or individual that is known to be, or that is known to have fossil fuel business operations with an entity or individual that is, not less than 50 percent owned, individually or collectively, by—

(1) An authority of the government of the Russian Federation; or

(2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company transports oil or gas—

(i) Through the Russian Federation for sale outside of the Russian Federation; and

(ii) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions as of the date on which the contract is awarded.

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

(End of clause)

AMERICAN OVERSIGHT