Attachment J-4
Department of Defense Required Provisions and Clauses for Task Orders
(as of Amendment 0009)

As referenced in Section I.1.1 Contract Clauses, the following agency specific Department of Defense (DOD) provisions and clauses are provided for Task Orders solicited and issued under the Master Contract. Periodically during the term of the Master Contract, an update to this *Attachment J-4 Department of Defense Required Clauses* may be executed on the Master Contract **via a unilateral contract modification**. Note: This matrix is based on the updates reflecting Defense FAR Supplement (DFARS) class deviations addressing RFO updates located on the Defense Pricing, Contracting, and Acquisition Policy (DPCAP) website at https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html. It should be noted that the DFARS latest changes as of 11/10/2025 are still found on https://www.acquisition.gov/dfars.

Note: This is not an exhaustive list of all provisions and clauses that may apply at the ordering level. Ordering Contracting Officers (OCOs) should consult their agency's internal policies regarding the appropriate inclusion and proper reference of any applicable provisions and clauses, as the situation dictates.

ORDER OF PRECEDENCE

FAR 52.215-8 Order of Precedence-Uniform Contract Format (Oct 1997) (Deviation Nov 2025) is applicable to the Master Level contract. If there is a conflict between task order terms and conditions and Master Contract terms and conditions, the Master Contract terms shall take precedence.

PROVISIONS

PROVISIONS INCORPORATED BY REFERENCE

PROVISION #	PROVISION TITLE	DATE	FP	CR	TM	SB	UR
DFARS 252.203-7005	Representation Relating to Compensation of Former DOD Officials	SEP 2022	X	X	X	X	X

PROVISION #	PROVISION TITLE	DATE	FP	CR	TM	SB	UR
DFARS 252.204-7008	Compliance with Safeguarding Covered Defense Information Controls	OCT 2016	X	X	X	X	X
DFARS 252.209-7002	Disclosure of Ownership or Control by a Foreign Government	DEC 2022	X	X	X	X	X
DFARS 252.209-7008	Notice of Prohibition Relating to Organizational Conflict of Interest – Major Defense Acquisition Program	DEC 2010	X	X	X	X	X
DFARS 252.215-7992	Only One Offer. (DEVIATION 2026-O0048)	MAR 2026	X	X	X	X	X
DFARS 252.215-7993	Proposal Adequacy Checklist. (DEVIATION 2026-O0048)	MAR 2026	X	X	X	X	X
DFARS 252.215-7994	Requirements for Certified Cost of Pricing Data and Data Other Than Certified Cost or Pricing Data. (DEVIATION 2026-O0048)	MAR 2026	X	X	X	X	X
DFARS 252.216-7002	Alternate A, Time-and-Materials/Labor-Hour Proposal Requirements - Other Than Commercial Acquisition with Adequate Price Competition	JAN 2023			X	X	X
DFARS 252.225-7000	Buy American--Balance of Payments Program Certificate--Basic	FEB 2024	X	X	X	X	X
DFARS 252.225-7003	Report of Intended Performance Outside the United States and Canada—Submission with Offer	OCT 2025	X	X	X	X	X
DFARS 252.225-7020	Trade Agreements Certificate-Basic	NOV 2014	X	X		X	X
DFARS 252.225-7031	Secondary Arab Boycott of Israel	JUN 2005	X	X	X	X	X
DFARS 252.225-7035	Buy America Act- Free Trade Agreements – Balance of Payment Program Certificate –Basic	FEB 2024	X	X	X	X	X
DFARS	Notice of Earned Value Management System	APR 2008	X	X		X	X

PROVISION #	PROVISION TITLE	DATE	FP	CR	TM	SB	UR
252.234-7001							

FULL TEXT PROVISIONS / REPRESENTATIONS AND CERTIFICATIONS

Offeror must complete and return the following provisions with their DOD Task Order proposal whenever responding to a DOD procurement requirement.

DFARS 252.204-7998 Alternate A, Annual Representations and Certifications (FEB 2026)

As prescribed in 204.208(b), insert the following provision:

ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2026-O0043)(FEB 2026)

Include the following paragraphs (e), (f), and (g) in the provision at FAR 52.204-7:

(e)(1) If the provision at FAR 52.204-7, System for Award Management –Registration, is included in this solicitation, paragraph (g) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management –Registration, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (g) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

____ (i) Paragraph (g) applies.

____ (ii) Paragraph (g) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(f)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services—Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a

foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services—Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)—Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)—Representation. Applies to solicitations when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [*Contracting Officer check as appropriate.*]

____(i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
____(ii) 252.225-7000, Buy American—Balance of Payments Program Certificate.
____(iii) 252.225-7020, Trade Agreements Certificate.
____Use with Alternate I.
____(iv) 252.225-7031, Secondary Arab Boycott of Israel.
____(v) 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate.
____Use with Alternate I.
____Use with Alternate II.
____Use with Alternate III.
____Use with Alternate IV.
____Use with Alternate V.
____ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.
____ (vii) 252.232-7015, Performance-Based Payments—Representation.

(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.sam.gov After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 and paragraph (f) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the

business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.203-1); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. 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.

FAR/DFARS provision No.	Title	Date	Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

DFARS 252.209-7998, Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law (Deviation 2012-O0007 (MAR 2012)

See Class Deviation 2012-O0007, Prohibition Against Contracting with Corporations that Have a Felony Conviction, dated March 9, 2012. Contracting officers shall include the provision at 252.209-7998 in all solicitations that will use funds made available by Division H of the Consolidated Appropriations Act, 2012, including solicitations for acquisition of commercial items under FAR part 12, and shall apply the restrictions included in the deviation. This deviation is effective beginning March 9, 2012, and remains in effect until incorporated in the FAR or DFARS or otherwise rescinded.

(End of Provision)

DFARS 252.209-7999 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law (Deviation 2012-O0004) (JAN 2012)

See Class Deviation 2012-O0004, Prohibition Against Contracting With Corporations That Have an Unpaid Delinquent Tax Liability or a Felony Conviction under Federal Law, dated January 23, 2012. Contracting officers shall include this provision in all solicitations that will use funds made available by Division A of the Consolidated Appropriations Act, 2012, including solicitations for acquisition of

commercial items under FAR part 12, and shall apply the restrictions included in the deviation. This deviation is effective beginning January 23, 2012, and remains in effect until incorporated in the FAR or DFARS or otherwise rescinded.

(End of Provision)

DFARS 252.217-7002, Offering Property for Exchange (JUN 2012)

(a) The property described in item number _____, is being offered in accordance with the exchange provisions of 40 U.S.C., 503.

(b) The property is located at (insert address). Offerors may inspect the property during the period (insert beginning and ending dates and insert hours during day).

(End of provision)

252.225-7962 Threat Mitigation Support to Operations. (DEVIATION 2026-O0051)

Insert this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, that will be performed outside the United States and its outlying areas.

VENDOR THREAT MITIGATION SUPPORT TO OPERATIONS
(JUN 2026) (DEVIATION 2026-O0051)

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

"Covered activities" means activities in which a covered person or entity is—

(1) Engaging in acts of violence against personnel of the United States or its partners and allies;

(2) Providing financing, logistics, training, or intelligence to a person or entity engaging in acts of violence against personnel of the United States or its partners and allies;

(3) Engaging in foreign intelligence activities against the United States or its partners and allies;

(4) Engaging in transnational organized crime or criminal activities; or

(5) Engaging in other activities that present a direct or indirect risk to United States or partner and allied missions and forces.

"Covered contract" means a contract that is performed outside the United States, including its outlying areas.

"Covered person or entity" means any person, corporation, company, limited liability company, limited partnership, business trust, business association, or other similar entity outside of the United States or any foreign reporting company in accordance with 31 U.S.C. 5336(a)(11)(A)(ii) that is responding to a covered solicitation or performing work on a covered contract.

"Covered procurement action" means an action taken by a head of contracting activity to—

(1) Exclude a person or commercial entity from an award with or without an existing contract;

(2) Terminate a contract for default or cause; or

(3) Void, in whole or in part, a contract.

(b) *Authority*. This clause implements section 841 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2015 (Pub. L. 113-291) and section 823 of the NDAA for FY 2024 (Pub. L. 118-31). Sections 841 and 823 provide the Government the authority to mitigate and prevent covered activities by taking covered procurement actions.

(c) *Compliance*.

(1) The Contractor and its personnel must be familiar with and comply with—

(i) Vendor Threat Mitigation (VTM) policies, including but not limited to the Department of Defense Directive 3000.16, Vendor Threat Mitigation; and

(ii) The VTM program established by the respective combatant command, including the orders, directives, and instructions issued by the Combatant Commander relating to VTM support to operations.

(2) The Contractor and its personnel must not engage in covered activities.

(3) The Contractor must exercise due diligence to mitigate covered activities from occurring under this contract and all subcontracts. Due diligence includes but is not limited to—

(i) Checking the list of prohibited or restricted sources in the System for Award Management (SAM) at www.sam.gov prior to subcontract award and at least monthly thereafter to ensure subcontractor eligibility;

(ii) Terminating or voiding, in whole or in part, any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to section 841 of the NDAA for FY 2015 and section 823 of the NDAA for FY 2024, unless the Contracting Officer provides to the Contractor written approval to continue the subcontract; and

(iii) Leveraging all available resources and tools to mitigate engagement in covered activities.

(4) The Contractor must notify the Contracting Officer immediately upon a finding of covered activities taking place under this contract.

(d) *Subcontracts*. The Contractor must include the substance of this clause, including this paragraph (d), in subcontracts, including subcontracts for commercial products and commercial services, that will be performed outside the United States and its outlying areas.

(End of clause)

252.225-7975 Additional Access to Contractor and Subcontractor Records. (DEVIATION 2026-O0051)

Insert this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, that will be performed outside the United States and its outlying areas.

ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS
(JUN 2026) (DEVIATION 2026-O0051)

(a) *Authority*. As authorized by sections 841 and 842 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2015 and section 823 of the NDAA for FY 2024, and in addition to any other existing examination-of-records authority, the Government is authorized to examine any records of the Contractor and its subcontractors to the extent necessary to support the Vendor Threat Mitigation Programs established by combatant commanders.

(b) *Subcontracts*. The Contractor must include the substance of this clause, including this paragraph (b), in subcontracts, including subcontracts for commercial products and commercial services, that will be performed outside the United States and its outlying areas.

(End of clause)

DFARS 252.227-7028, Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify—

(a) The contract number under which the data or software were produced;
(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of Provision)

DFARS 252.246-7005, Notice of Warranty Tracking of Serialized Items (MAR 2016)

(a) *Definitions*. “Duration,” “enterprise,” “enterprise identifier,” “fixed expiration,” “item type,” “serialized item,” “starting event,” “unique item identifier,” “usage,” “warranty administrator,” “warranty guarantor,” and “warranty tracking” are defined in the clause at 252.246-7006, Warranty Tracking of Serialized Items.

(b) *Reporting of data for warranty tracking and administration*.

(1) The Offeror shall provide the information required by the attachment entitled “Warranty Tracking Information” on each contract line item number, subline item number, or exhibit line item number for warranted items with its offer. Information required in the warranty attachment for each warranted item shall include such information as duration, fixed expiration, item type, starting event, usage, warranty administrator enterprise identifier, and warranty guarantor enterprise identifier.

(2) The successful offeror will be required to provide the following information no later than when the warranted items are presented for receipt and/or acceptance, in accordance with the clause at 252.246-7006—

(A) The unique item identifier for each warranted item required by the attachment entitled “Warranty Tracking Information;” and

(B) All information required by the attachment entitled “Source of Repair Instructions” for each warranted item.

(3) For additional information on warranty attachments, see the “Warranty and Source of Repair” training and “Warranty and Source of Repair Tracking User Guide” accessible on the Product Data Reporting and Evaluation Program (PDREP) website at https://www.pdrep.csd.disa.mil/pdrep_files/other/wsr.htm.

(End of Provision)

CLAUSES

CLAUSES INCORPORATED BY REFERENCE

CLAUSE #	CLAUSE TITLE	DATE	FP	CR	TM	SB	UR
DFARS	Contracting Officer’s Representative	DEC 1991	X	X	X	X	X

CLAUSE #	CLAUSE TITLE	DATE	FP	CR	TM	SB	UR
252.201-7000							
DFARS 252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011	X	X	X	X	X
DFARS 252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	JAN 2023	X	X	X	X	X
DFARS 252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022	X	X	X	X	X
DFARS 252.203-7003	Agency Office of the Inspector General	AUG 2019	X	X	X	X	X
DFARS 252.203-7004	Display of Hotline Posters	JAN 2023	X	X	X	X	X
DFARS 252.204-7000	Disclosure of Information	OCT 2016	X	X	X	X	X
DFARS 252.204-7002	Payment for Contract Line or Subline Items Not Separately Priced	APR 2020	X	X	X	X	X
DFARS 252.204-7003	Control of Government Personnel Work Product	APR 1992	X	X	X	X	X
DFARS 252.204-7004	Antiterrorism Awareness Training for Contractors	JAN 2023	X	X	X	X	X
DFARS 252.204-7006	Billing Instructions-Cost Vouchers	MAY 2023	X	X	X	X	X
DFARS 252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023	X	X	X	X	X
DFARS 252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	MAY 2024	X	X	X	X	X
DFARS 252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors	JAN 2023	X	X	X	X	X

CLAUSE #	CLAUSE TITLE	DATE	FP	CR	TM	SB	UR
DFARS 252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023	X	X	X	X	X
DFARS 252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023	X	X	X	X	X
DFARS 252.205-7000	Provision of Information to Cooperative Agreement Holders	OCT 2024	X	X	X	X	X
DFARS 252.208-7999	ORDERING FROM GOVERNMENT SUPPLY SOURCES ((DEVIATION 2026-O0049)	MAR 2026	X	X	X	X	X
DFARS 252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism	MAY 2019	X	X	X	X	X
DFARS 252.209-7007	Prohibited Financial Interests for Lead System Integrators	DEC 2022	X	X	X	X	X
DFARS 252.209-7009	Organizational Conflict of Interest-Major Defense Acquisition Program	MAY 2019	X	X	X	X	X
DFARS 252.211-7003	Item Unique Identification and Valuation	JAN 2023	X	X	X	X	X
DFARS 252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010	X	X	X	X	X
DFARS 252.215-7002	Cost Estimating System Requirements	JAN 2025	X	X	X	X	X
DFARS 252.216-7004	Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel	SEP 2011	X	X	X	X	X
DFARS 252.216-7009	Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding	DEC 2022		X	X	X	X
DFARS	Surge Option	DEC 2018	X	X	X	X	X

CLAUSE #	CLAUSE TITLE	DATE	FP	CR	TM	SB	UR
252.217-7001							
DFARS 252.222-7002	Compliance with Local Labor Laws (Overseas)	JUN 1997	X	X	X	X	X
DFARS 252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	JAN 2023	X	X	X	X	X
DFARS 252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials—Basic	SEP 2014	X	X	X	X	X
DFARS 252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023	X	X	X	X	X
DFARS 252.225-7001	Buy American and Balance of Payments Program Basic	FEB 2024	X	X	X	X	X
DFARS 252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022	X	X	X	X	X
DFARS 252.225-7004	Report of Intended Performance Outside the United States and Canada—Submission after Award	JUL 2024	X	X	X	X	X
DFARS 252.225-7005	Identification of Expenditures in the United States	JUN 2005	X	X	X	X	X
DFARS 252.225-7012	Preference for Certain Domestic Commodities	APR 2022	X	X	X	X	X
DFARS 252.225-7013	Duty-Free Entry	AUG 2025	X	X	X	X	X
DFARS 252.225-7021	Trade Agreements - Basic	FEB 2024	X	X		X	X
DFARS 252.225-7048	Export-Controlled Items	JUN 2013	X	X	X	X	X
DFARS 252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	JAN 2023	X	X	X	X	X

CLAUSE #	CLAUSE TITLE	DATE	FP	CR	TM	SB	UR
DFARS 252.227-7898	Rights in Technical Data, Computer Software, and Computer Software Documentation—Other Than Commercial Products and Commercial Services. (DEVIATION 2026-O0036)	FEB 2026	X	X	X	X	X
DFARS 252.227-7990	Technical Data—Commercial Products and Commercial Services. (DEVIATION 2026-O0036)	FEB 2026	X	X	X	X	X
DFARS 252.227-7991	Rights in Bid or Proposal Information. (DEVIATION 2026-O0036)	FEB 2026	X	X	X	X	X
DFARS 252.227-7994	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. (DEVIATION 2026-O0036)	FEB 2026	X	X	X	X	X
DFARS 252.227-7996	Technical data—withholding of payment (DEVIATION 2026-O0036)	FEB 2026	X	X	X	X	X
DFARS 252.227-7997	Validation of Asserted Restrictions. (DEVIATION 2026-O0036)	FEB 2026	X	X	X	X	X
DFARS 252.231-7000	Supplemental Cost Principles	DEC 1991	X	X	X	X	X
DFARS 252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018	X	X	X	X	X
DFARS 252.232-7006	Wide Area Workflow Payment Instructions	JAN 2023	X	X	X	X	X
DFARS 252.232-7007	Limitation of Government’s Obligation	APR 2014	X			X	X
DFARS 252.232-7010	Levies on Contract Payments	DEC 2006	X	X	X	X	X
DFARS 252.239-7000	Protection Against Compromising Emanations	OCT 2019	X	X	X	X	X
DFARS	Supply Chain Risk	DEC 2022	X	X	X	X	X

CLAUSE #	CLAUSE TITLE	DATE	FP	CR	TM	SB	UR
252.239-7018							
DFARS 252.242-7997	Material Management and Accounting System. (DEVIATION 2026-O0050)	MAR 2026	X	X	X		X
DFARS 252.242-7998	Contractor Business Systems. (DEVIATION 2026-O0050)	MAR 2026	X	X	X		X
DFARS 252.242-7999	Accounting System Administration. (DEVIATION 2026-O0050)	MAR 2026	X	X	X	X	X
DFARS 252.243-7001	Pricing of Contract Modifications	DEC 1991	X			X	X
DFARS 252.243-7002	Requests for Equitable Adjustment	DEC 2022	X	X	X	X	X
DFARS 252.244-7998	Contractor Purchasing System Administration—Basic. (DEVIATION 2026-O0015)	FEB 2026	X	X	X	X	X
DFARS 252.245-7003	Contractor Property Management System Administration	JAN 2025	X	X	X	X	X
DFARS 252.246-7998	Warranty of Data - Basic (DEVIATION 2026-O0035)	FEB 2026		X	X	X	X
DFARS 252.246-7998	Alternate I (DEVIATION 2026-O0035)	FEB 2026	X			X	X
DFARS 252.246-7998	Alternate II (DEVIATION 2026-O0035)	FEB 2026	X			X	X
DFARS 252.246-7003	Notification of Potential Safety Issues	JAN 2023	X	X	X	X	X
DFARS 252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	OCT 2010	X	X	X	X	X
DFARS 252.246-7006	Warranty Tracking of Serialized Items	MAR 2016	X	X	X	X	X

CLAUSE #	CLAUSE TITLE	DATE	FP	CR	TM	SB	UR
DFARS 252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	JAN 2023	X	X	X		X
DFARS 252.246-7008	Sources of Electronic Parts	JAN 2023	X	X	X	X	X
DFARS 252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer	JAN 2023	X	X	X	X	X
DFARS 252.247-7023	Transportation of Supplies by Sea – Basic	OCT 2024	X	X	X	X	X
DFARS 252.249-7002	Notification of Anticipated Contract Termination or Reduction	DEC 2022	X	X	X	X	X
DFARS 252.251-7000	Ordering From Government Supply Sources	AUG 2012	X	X	X	X	X

DFARS CLAUSES INCORPORATED BY FULL TEXT

DFARS 252.222-7000, Restrictions on Employment of Personnel (MAR 2000)

As prescribed in 222.7004, use the following clause:
(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in _____, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.
(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

(End of clause)

DFARS 252.225-7040, Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (AUG 2025)

As prescribed in 222.771-5(a), use the following clause:

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

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

"Contractors authorized to accompany the Force," or "CAAF," means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

"Designated operational area" means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

"Designated reception site" means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

"Law of war" means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

"Non-CAAF" means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of,

and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

"Subordinate joint force commander" means a sub-unified commander or joint task force commander.

(b) *General*.

(1) This clause applies to both CAAF and non-CAAF when performing in a designated operational area outside the United States to support U.S. Armed Forces deployed outside the United States in—

(i) Contingency operations;

(ii) Peace operations, consistent with Joint Publication 3-07.3; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel supporting the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support*.

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(d) *Compliance with laws and regulations*.

(1) The Contractor shall comply with, and shall ensure that its personnel supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware—

(i) Of the DoD definition of “sexual assault” in DoD Directive 6495.01, Sexual Assault Prevention and Response Program;

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) That this section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at http://www.cid.army.mil/reportacrime.html;

(ii) Air Force Office of Special Investigations at http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522;

(iii) Navy Criminal Investigative Service at http://www.ncis.navy.mil/Pages/publicdefault.aspx;

(iv) Defense Criminal Investigative Service at http://www.dodig.mil/HOTLINE/index.html;

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8)(i) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces are aware of their rights to—

(A) Hold their own identity or immigration documents, such as passport or driver's license, regardless of the documents' issuing authority;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal host-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(ii) The Contractor shall post these rights in employee work spaces in English and in any foreign language(s) spoken by a significant portion of the workforce.

(iii) The Contractor shall enforce the rights of Contractor personnel supporting the U.S. Armed Forces.

(e) *Preliminary personnel requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

(i) All required security and background checks are complete and acceptable.

(ii) All CAAF deploying in support of an applicable operation—

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the designated operational area a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as Approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contactor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq*.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(v) Such employees are required to report offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) *Processing and departure points*. CAAF shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) *Personnel data*.

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, to enter and maintain the data for all CAAF and, as designated by the Under Secretary of Defense (Acquisition and Sustainment) or the Combatant Commander, non-CAAF supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause.

(2) The Contractor shall enter the required information about their contractor personnel prior to deployment and shall continue to use the SPOT web-based system at https://spot.dmdc.mil to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to

include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at https://www.acq.osd.mil/asds/log/cso/ocs/spot.html.

(h) *Contractor personnel*.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that Contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) *Military clothing and protective equipment*.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons*.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, Operational Contractor Support. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If Contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses*. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) *Purchase of scarce goods and services*. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation*.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery*.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) *Mortuary affairs*. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) *Changes*. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts*. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are supporting U.S. Armed Forces deployed outside the United States in—

(1) Contingency operations;

(2) Peace operations consistent with Joint Publication 3-07.3; or

(3) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(End of clause)

DFARS 252.225-7963 Antiterrorism/Force Protection for Defense Contractors Outside the United States (FEB 2026)
As prescribed in 225.772-2, use the following clause:

(a) *Definition*. “United States,” as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall¾

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is¾

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from *(Contracting Officer to insert applicable information cited in PGI 225.772-1)*.

(End of clause)

(End of Attachment J-4)