Terms and Conditions
Administrative Support Services
70Z03826RS0000001

3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items. (JULY 2023) (HSAR DEVIATION 25-09) (effective November 3, 2025)

The clauses and provisions contained herein are applicable to any order awarded as a result of this solicitation. The terms and conditions set forth herein supersede all other terms and conditions. Acceptance of the order in accordance with (IAW) FAR 12.201 constitutes acceptance of all terms and conditions contained herein.

52.212-1 Instructions to Offerors - Commercial Products and Commercial Services (Aug 2025) (DEVIATION 25-21) applies to this acquisition and paragraph (b) is tailored with the following Addendum:

(b) Period for acceptance of offers:
The offeror agrees to hold the prices in its offer firm for **60 calendar days** from the date specified for receipt of offers, unless another time period is specified in an addendum to this solicitation.

(End of provision)

FEDERAL ACQUISITION REGULATION (FAR) PROVISIONS

Completion of FAR Provisions:
The offeror shall complete and provide with the quote the provision at Federal Acquisition Regulation (FAR) FAR 52.209-7 Information Regarding Responsibility Matters (Nov 2025) (DEVIATION 25-27).

Offerors shall check the applicable box in paragraph (b) of the following provision. If the offeror checks "has" in paragraph (b), FAR Clause 52.209-9 will be incorporated in the resulting contract.

52.209-7 Information Regarding Responsibility Matters (Nov 2025) (DEVIATION 25-27)
(a) Definitions. As used in this provision—

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means—
(1) The total value of all current, active contracts and grants, including all priced options; and
(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror □ has □ does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
(i) In a criminal proceeding, a conviction.
(ii) In a civil proceeding, a finding of fault and liability that results in the payment Page 39 of 465 of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.
(iii) In an administrative proceeding, a finding of fault and liability that results in–
(A) The payment of a monetary fine or penalty of $5,000 or more; or
(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.
(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

52.212-2 Evaluation – Commercial Products and Commercial Services (Aug 2025) (DEVIATION 25-21)

The provision at FAR 52.212-2, Evaluation – Commercial Products and Commercial Services is not applicable to this Request for Proposal (RFP). It is anticipated that a firm-fixed price Requirements contract will be awarded on a competitive, 8a Small Business set-aside basis. In lieu of this provision, quotes will be evaluated in accordance with FAR 12.203 based on the criteria listed below. Award will be made to the lowest priced, technically acceptable offeror with acceptable past performance.

Price: The vendor shall provide a completed Schedule of Services. No alternate formats will be accepted. The vendor shall only populate all areas of the Schedule of Services highlighted in yellow. Extended pricing will automatically populate for the base period and all option periods. No additional pages are permitted. Any pages submitted outside the completed Schedule of Services will not be evaluated.

The price evaluation will be based upon the total evaluated price for each vendor. The Government will evaluate the price for award purposes by adding the total price for all options to the total price for the base year. Prices proposed shall be in U.S. dollars, rounded to the nearest whole dollar.

Price will not be assigned an adjectival rating or scored; rather it will evaluated for reasonableness across the base period and all option periods.

For purposes of evaluation, the potential need to exercise the option under RFO 52.217-8 to extend a period of performance for a maximum period of six (6) months beyond any period of performance will be considered the same for all vendors. The Government will consider that if the extension of service clause (RFO 52.217-8) is exercised, it will be on the exact same rates and terms, other than length of performance, as the period of performance being extended. For purposes of evaluation only, the Government will use the rates specified in the last option period and add the cost of six months to the prices proposed for the base period and all option periods to determine total evaluated price of the contract. The Government will determine whether the price, including the options available under RFO 52.217-8, is fair and reasonable IAW RFO Subpart 15.404-1.

Technical Acceptability: Technical Acceptability will be evaluated to determine an overall rating of "acceptable" or "not acceptable." Vendors will be evaluated on their ability to provide the required Administrative Support services in this requirement. Vendors will be required to submit a Technical Proposal PDF file as follows:

A. Technical Proposal
    a. This document is limited to twenty (20) pages. Any proposal that exceeds this page limitation may not be evaluated or considered for award. The Technical Proposal shall be submitted in 12-point, Times New Roman font. The only exception is 10-point sized font for tables, images, charts, or figures. Any deviation from this may results in a proposal not being evaluated and removed from award consideration.
    b. This document shall describe how the potential offeror will provide the required services identified in the Statement of Work (SOW).
    c. The following items are to be included in the PDF file and **do** count towards the twenty (20) page limit:
        i. Title page
        ii. Table of contents
        iii. Company information
            1. Commercial and Government Entity (CAGE) code, Unique Entity Identifier (UEI), address, Points of Contact (POC)
        iv. Copies of the required insurance identified in SOW Section 4.13.
    d. Proposals shall also provide any applicable Vendor documents not listed that will apply to an awarded contract. These documents may be incorporated at time of contract award. Any document included in a submitted proposal that is not listed above must be clearly identified as part of the submitted proposal.

Past Performance: Past Performance will be evaluated for all vendors to determine their ability to successfully accomplish the proposed effort.

The evaluation will consider both the recency and relevancy of each vendor's past performance. Recency is defined as active or completed efforts within three (3) years of the FON release date. Relevancy is defined as work performed that is similar in nature, size, and complexity to the requirements described in the scope section of the SOW (Section 1.2).

The Government will independently determine the relevancy of past performance data provided or obtained.

The Government may use information from past contracts/purchase orders with the USCG, delivery information from the USCG's Asset Maintenance Management Information System (AMMIS), and information from Federal Government sources such as the Past Performance Information Retrieval System (PPIRS) and Contractor Performance Assessment Reporting System (CPARS) to evaluate past performance.

This evaluation process will be applied consistently to all vendors. No action or submission is required from the vendor for this evaluation.

Evaluation Method: Only the lowest priced offer will be evaluated for Technical Acceptability. Should the lowest priced offer not receive an acceptable technical rating or is determined to have less than satisfactory past performance, the process will continue in order of lowest priced offers until the lowest priced, technically acceptable offer with acceptable past performance is identified.

(End of provision)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications (DEVIATION 20-25) (Nov 2025)

(a) Definitions. As used in this clause—

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.

Sensitive technology—

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

(b) Procedures.

(1) *Covered telecommunications and video surveillance.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."
(2) *FASCSA Orders.*
    (i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e)(1) of FAR 52.240-91, Security Prohibitions and Exclusions.
    (ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)). Page 421 of 465
    (iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations.* By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification.* By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) Iran Representation and Certifications.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

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

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development Page 422 of 465 of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $10,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resourcecenter/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225- 6, Trade Agreements Certificate); and

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

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) *Disclosure.*

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained: (A) Brand; (B) Model number, OEM number, manufacturer part number, or wholesaler number; and (C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) *Executive agency review of disclosures.* The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

52.252-5 Authorized Deviations in Provisions. NOV 2020

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(End of provision)

52.252-1 Solicitation Provisions Incorporated by Reference Feb 1998
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: https://www.acquisition.gov
(End of provision)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) provision in this paragraph (a) that the Contracting Officer has indicated by an (X) as being incorporated in this solicitation by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

☒ 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions SEP 2024
☒ 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation JAN 2017
☒ 52.204-7 System for Award Management—Registration AUG 2025 (FAR DEVIATION 25-19)
☐ Alternate 1 - 52.204-7 AUG 2025
☐ 52.207-6 Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts) AUG 2024
☒ 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations – Representation NOV 2015 (FAR DEVIATION 25-27)
☒ 52.217-5 Evaluation of Options JUL 1990
☐52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns OCT 2025 (FAR DEVIATION 26-03)
☐ 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products FEB 2021
☐ 52.222-48 Exemption from Application of the Service Contract Labor Standards for Maintenance, Calibration, or Repair of Certain Equipment–Certification OCT 2025 (FAR DEVIATION 26-10)
☐ 52.222-52 Exemption from Application of the Service Contract Labor Standards for Certain Services-Certification OCT 2025 (FAR DEVIATION 26-10)
☐ 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan OCT 2020
☐ 52.223-4 Recovered Material Certification MAY 2008
☐ 52.225-2 Buy American Certificate OCT 2022
☐ 52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate OCT 2025 (FAR DEVIATION 26-09)
☐ 52.225-6 Trade Agreements-Certificate FEB 2021
☐ 52.225-20 [Reserved (OCT 2025) (DEVIATION 26-09)] (effective November 28, 2025)
☐ 52.225-25 [Reserved (OCT 2025) (DEVIATION 26-09)] (effective November 28, 2025)
☒ 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation JUN 2020

(b) Clauses.

52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services (Aug 2025) (DEVIATION 25-21) applies to this acquisition. The following additional Clauses are incorporated in full text and are addendum to FAR 52.212-4:

52.216-18 Ordering (Aug 2020)
(a)Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award effective date through the end of the contract.
(b)All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
(c)A delivery order or task order is considered "issued" when—
(1)If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
(2)If sent by fax, the Government transmits the order to the Contractor's fax number; or
(3)If sent electronically, the Government either—
(i)Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
(ii)Distributes the delivery order or task order via email to the Contractor's email address.
(d)Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations (Oct 1995)
(a)Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **one (1) month**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
(b)Maximum order. The Contractor is not obligated to honor-
(1)Any order for a single item in excess of **the total estimated contract line item quantity;**
(2)Any order for a combination of items in excess of **100% of estimated contract quantities;** or
(3)A series of orders from the same ordering office within **thirty (30)** days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
(c)If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
(d)Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **fifteen (15)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 Requirements (Oct 2025) (DEVIATION 26-04) Alternate I (Apr 1984)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment. (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after determined at time of award based on six (6) months after expiration date of ordering period.

(End of Clause)

52.217-8 Option to Extend Services Nov 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within seven (7) days of expiration of the period of performance.

(End of Clause)

52.217-9 Option to Extend the Term of the Contract Mar 2000

(a) The Government may extend the term of the contract by written notice to the Contractor within **thirty (30) calendar days prior to contract expiration**; provided that the Government gives the

Contractor a preliminary written notice of its intent to extend at least **sixty (60)** days before the contract expires. The preliminary notice does not commit the Government to an extension.
(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(C) The total duration of this contract, including the exercise of any option under this clause, shall not exceed **five (5) years**.

(End of clause)

52.219-17 Section 8(a) Award **Oct 2019**

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:
(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
(2) Except for novation agreements, delegates to the United States Coast Guard the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.
(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.
(4) To notify the United States Coast Guard Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.
(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.
(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(End of clause)

52.222-90 Addressing DEI Discrimination by Federal Contractors
April 2026
Addressing DEI Discrimination by Federal Contractors (APR 2026) (DEVIATION 26-10, Revision 2) (effective April 27, 2026)

(a) Definitions. As used in this clause— Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor. Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring,

promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources. (b) In connection with the performance of work under this contract, the Contractor agrees as follows: (1) The Contractor will not engage in any racially discriminatory DEI activities; (2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause; (3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts; (4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and (5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause. (6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4). (c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

52.240-91 Security Prohibitions and Exclusions (DEVIATION 20-05) (Nov 2025)
(a) Definitions. As used in this clause—
American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.
Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.
Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
    (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
    (ii) For reasons relating to regional stability or surreptitious listening;
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.
FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—
(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—
(i) Of that equipment; or
(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;
(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but
(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—
(1) The Office of the Director of National Intelligence;
(2) The Central Intelligence Agency;
(3) The National Security Agency;
(4) The Defense Intelligence Agency;
(5) The National Geospatial-Intelligence Agency;
(6) The National Reconnaissance Office;
(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
(9) The Bureau of Intelligence and Research of the Department of State;
(10) The Office of Intelligence and Analysis of the Department of the Treasury;
(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;
(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or
(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—
(1) Kaspersky Lab;
(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";
(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—
(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) Prohibitions on providing or using specific products or services in performance of contract.
Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:
(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract,

including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));
(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));
(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232). This does not prohibit contractors from providing—
(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) 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) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.
(1) Prohibition. The Contractor is prohibited from—
(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);
(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and
(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).
(2) Procedures. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.
(3) Exemptions, exceptions, and waivers. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.
(1) Certain telecommunications and video surveillance equipment, systems, or services.
(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services 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 (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).
(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) 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) Office of Foreign Assets Control Restrictions.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policyissues/office-of-foreign-assets-control-sanctions programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidatedscreening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) Sudan prohibition. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) Iran prohibitions.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $10,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International

Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) Governmentwide exclusion and removal orders.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) Reasonable inquiry. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) Removal of prohibited products and services. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) General report.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);
(vii) Whether alternative products or services are available that would comply with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:
(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.
(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.
(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) New FASCSA orders report.
(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.
(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.
(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each

product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;
(ii) Name of the covered article or source subject to a FASCSA order;
(iii) The specific FASCSA order the product or service does not comply with;
(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

52.240-93 Basic Safeguarding of Covered Contractor Information Systems Aug 2025 (FAR DEVIATION 25-23)(effective November 3, 2025)

(a) Definitions. As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information—

(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but
(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information necessary to process payments).

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements.

(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
(iii) Verify and control/limit connections to and use of external information systems.
(iv) Control information posted or processed on publicly accessible information systems.
(v) Identify information system users, processes acting on behalf of users, or devices.
(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
(xii) Identify, report, and correct information and information system flaws in a timely manner.
(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
(xiv) Update malicious code protection mechanisms when new releases are available.
(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal departments and agencies relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products, other than commercially available off-the-shelf items, or commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.252-6 Authorized Deviations in Clauses Nov 2020
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
(b) The use in this solicitation or contract of any Homeland Security Acquisition Regulation (48 CFR Chapter 30) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.
(End of clause)

52.252-2 Clauses Incorporated by Reference. Feb 1998
(a)This solicitation incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of the clause may be accessed electronically at Internet address http://acquisition.gov/far/index.html.
(End of Clause)
(b) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses in this paragraph (b) that the Contracting Officer has indicated by an (X) 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:

☒ 52.203-6 Restrictions on Subcontractor Sales to the Government (JUN 2020) / NOV 2021 (Alt I)
☐Alt 1 of 52.203-6 JUN 2020 / NOV 2021 (Alt I)

☒ 52.203-13 Contractor Code of Business Ethics and Conduct NOV 2021
☒ 52.203-17 Contractor Employee Whistleblower Rights April 2024 (FAR DEVIATION 14-01, Revision 1)
☒ 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
☒ 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)
☒ 52.204-13 System for Award Management—Maintenance AUG 2025 (DEVIATION 25-19)
☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2025) (DEVIATION 25-27)
☐ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (NOV 2025) (DEVIATION 25-27)
☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2025) (DEVIATION 25-27)
☒ 52.212-4 Terms and Conditions—Commercial Products and Commercial Services (Aug 2025) (DEVIATION 25-21) (effective November 28, 2025)
☐Alt I of 52.212-4 (Aug 2025) (DEVIATION 25-21)
☐ 52.219-6 Notice of Total Small Business Set-Aside OCT 2025 (FAR DEVIATION 26-03)
☐Alt I of 52.219-6 MAR 2020
☒ 52.219-8 Utilization of Small Business Concerns OCT 2025 (FAR DEVIATION 26-03)
☐ 52.219-9 Small Business Subcontracting Plan OCT 2025 (FAR DEVIATION 26-03)
☐Alt I of 52.219-9 OCT 2025 (FAR DEVIATION 26-03)
☐Alt II of 52.219-9 OCT 2025 (FAR DEVIATION 26-03)
☐Alt III of 52.219-9 OCT 2025 (FAR DEVIATION 26-03)
☐Alt IV of 52.219-9 OCT 2025 (FAR DEVIATION 26-03)
☒ 52.219-14 Limitations on Subcontracting OCT 2025 (FAR DEVIATION 26-03)
☐ 52.219-16 Liquidated Damages—Subcontracting Plan OCT 2025 (FAR DEVIATION 26-03)
☒ 52.219-28 Postaward Small Business Program Rerepresentation JAN 2025 (FAR DEVIATION 26-03)
☐ 52.219-33 Nonmanufacturer Rule OCT 2025 (FAR DEVIATION 26-03)
☒ 52.222-3 Convict Labor JUN 2003
☐ 52.222-19 Child Labor—Cooperation with Authorities and Remedies OCT 2025 (FAR DEVIATION 26-10)
☒ 52.222-35 Equal Opportunity for Veterans OCT 2025 (FAR DEVIATION 26-10)
Alt I of 52.222-35 JUL 2014
☒ 52.222-36 Equal Opportunity for Workers with Disabilities OCT 2025 (FAR DEVIATION 26-10)
☐ Alt I of 52.222-36 JUL 2014
☒ 52.222-37 Employment Reports on Veterans OCT 2025 (FAR DEVIATION 26-10)
☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act DEC 2010
☒ 52.222-41 Service Contract Labor Standards AUG 2018
☒ 52.222-42 Statement of Equivalent Rates for Federal Hires MAY 2014
This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
Administrative Assistant	*$24.54*
General Clerk III	*$17.70*
Procurement Technician	*$24.54*

(end of clause)

☒ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) AUG 2018

☐ 52.222-44 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment MAY 2014

☒ 52.222-50 Combating Trafficking in Persons NOV 2021

☐ Alt I of 52.222-50 OCT 2025 (FAR DEVIATION 26-10)

☐ 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

☐ 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements OCT 2025 (FAR DEVIATION 26-10)

☒ 52.222-54 Employment Eligibility Verification OCT 2025 (FAR DEVIATION 26-10)

☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 JAN 2022

☐ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons OCT 2025 (FAR DEVIATION 26-12)

☐ 52.223-12 Maintenance Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners OCT 2025 (FAR DEVIATION 26-12)

☐ 52.223-20 [Reserved (OCT 2025) (DEVIATION 26-12)] (effective November 28, 2025)

☐ 52.223-21 [Reserved (OCT 2025) (DEVIATION 26-12)] (effective November 28, 2025)

☒ 52.223-23 Sustainable Products and Services OCT 2025 (FAR DEVIATION 26-12)

☒ 52.224-3 Privacy Training JUL 2023 (FAR DEVIATION 17-03 REVISION 1)

☐ Alt I of 52.224-3 JUL 2023 (FAR DEVIATION 17-03 REVISION 1)

☐ 52.225-1 Buy American-Supplies OCT 2025 (FAR DEVIATION 26-09)

☐ Alt I of 52.225-1 OCT 2022

☐ 52.225-3 Buy American-Free Trade Agreements-Israeli Trade Act OCT 2025 (FAR DEVIATION 26-09)

☐ Alt II of 52.225-3 OCT 2025 (FAR DEVIATION 26-09)

☐ Alt III of 52.225-3 OCT 2025 (FAR DEVIATION 26-09)

☐ Alt IV of 52.225-3 OCT 2022

☐ 52.225-5 Trade Agreements Nov 2023

☐ 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or

Consular Mission outside the United States May 2020
☐ 52.225-26 Contractors Performing Private Security Functions Outside the United States Oct 2016
☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside Nov 2007
☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area NOV 2007
☒ 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving MAY 2024
☒ 52.229-12 Tax on Certain Foreign Procurements FEB 2021
☐ 52.232-30 Installment Payments of Commercial Products and Commercial Services NOV 2021
☒ 52.232-33 Payment by Electronic Funds Transfer—System for Award Management OCT 2018
☐ 52.232-34 Payment by Electronic Funds Transfer—Other than System for Award Management JUL 2013
☐ 52.232-36 Payment by Third Party OCT 2025 (FAR DEVIATION 26-13)
☒ 52.232-40 Providing Accelerated Payments to Small Business Subcontractors MAR 2023
☒ 52.233-3 Protest After Award AUG 2025 (FAR DEVIATION 25-25)
☒ 52.233-4 Applicable Law for Breach of Contract Claim AUG 2025 (FAR DEVIATION 25-25)
☒ 52.244-6 Subcontracts for Commercial Products and Commercial Services SEP 2025
☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels NOV 2021
☐ Alt I of 52.247-64 APR 2003
☐ Alt II of 52.247-64 NOV 2021
☒ 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards Sep 2009
☒ 52.204-19 Incorporation by Reference of Representations and Certifications Dec 2014
☒ 52.247-34 F.O.B. Destination Jan 1991

HSAR Clauses

3052.203-70 Instruction for Contractor Disclosure of Violations (Sep 2012)
3052.204-71 Contractor Employee Access (Nov 2023)
3052.204-71 Contractor Employee Access Alt I (Nov 2023)
3052.204-72 Safeguarding of Controlled Unclassified Information (Nov 2023)
3052.204-73 Notification and Credit Monitoring Requirements for Personally Identifiable Information Incidents (Nov 2023)
3052.205-70 Advertisement, Publicizing Awards, and Releases (Sep 2012)
3052.228-70 Insurance (Dec 2003)
3052.242-72 Contracting Officer's Technical Representative (Dec 2003)
3052.249-90 Contract Termination (USCG) (Mar 2023)

CGAP Clauses

CGAP 3004.1301-90 Mission Partner Identity, Credential and Access Management (MP ICAM)

(a) "Contractor employee" means an employee of a firm, or an individual, under contract or subcontract to the Coast Guard to provide services who also requires one or more of the following:

(1) Physical access to multiple Coast Guard facilities or multiple federally controlled facilities on behalf of the Coast Guard on a recurring basis (a minimum of two (2) times per week and/or eight (8) times per month) for a period of six (6) months or more.

(2) Remote access, via logon, to Coast Guard network using Coast Guard-approved remote access procedures.

(3) Both physical access to Coast Guard facility and logical access, via logon, to Coast Guard networks on-site or remotely. Access to the Coast Guard network must require the use of a computer with government-controlled configuration or use of Coast Guard-approved remote access procedure in accordance with the Defense Information Systems Agency (DISA) Security Technical Implementation Guide.

(b) Homeland Security Presidential Directive (HSPD)-12 mandates a federal standard for secure and reliable forms of identification for federal employees and contractor employees. The Common Access Card (CAC) is a personal identification card for the Department of Defense (DoD)/Uniformed Services and complies with HSPD-12. The Coast Guard has instituted the CAC as its HSPD-12 compliant personal identification card for contractor and subcontractor employees who are required to access a Coast Guard, DoD, or other federally-controlled computer information system and/or facility, or need public key infrastructure (PKI) authentication to perform their contractual duties. The Mission Partner Identity, Credential and Access Management (MP ICAM) (or successor system thereto) is the automated application process for obtaining a CAC.

(c) Contractor and subcontractor employees working pursuant to this contract who are required to access a Coast Guard, DoD, or other federally-controlled computer information system and/or facility, or need PKI authentication to perform their contractual duties must use MP ICAM (or successor system thereto) to obtain a CAC.

(d) The COR or Alternate COR (ACOR) is the MP ICAM Mission Partner Affiliation Sponsor (MPAS) (or successor system corresponding role thereto) and initiates contractor accounts in the MP ICAM (or successor system thereto), approving, returning, or rejecting CAC applications (as applicable); re-verifying assigned contractors every six months; revoking contractor and employee eligibility for a CAC.

(e) The MPAS ensures that contractor personnel satisfy the security requirements for CAC issuance prior to creating the CAC application in MP ICAM (or successor system thereto). Current investigative requirements must be verified according to Commandant Instruction 5500.18. The initial CAC issuance requires a favorably adjudicated Tier 1 investigation (equivalent or higher) or a Tier 1 background investigation (BI) (equivalent or higher) package that has been successfully scheduled with the investigative service provider (ISP) and an FBI fingerprint check with favorable results. The MPAS and Sponsor (or successor system corresponding role) or other appropriate federal government representative must coordinate with the unit BI Verifier (Command Security Officer / Mission Partner

Affiliation Sponsor Manager) or the U.S. Coast Guard Security (SECCEN) to confirm the appropriate investigation has been favorably adjudicated or scheduled at the ISP with favorable FBI fingerprint results.

(f) The COR or contracting officer (KO) provides such forms to, or requests such information from, contractor employees that may be necessary for obtaining a CAC via the MP ICAM (or successor system thereto). The Contractor submits completed forms and information as directed by the COR or KO. Contractors are responsible for the accuracy and completeness of the information submitted and for any liability resulting from the government's reliance on inaccurate or incomplete information.

(g) Contractor employees who are declined via the MP ICAM (or successor system thereto) are ineligible to perform work under this contract.

(h) When an employee with a CAC is no longer performing work under this contract, the employee must return the CAC to the COR/MPAS (or successor system corresponding role thereto) or KO on the same day the employee stops working.

(i) The contractor must insert this requirement in all subcontracts when a subcontractor's employee is required to access a Coast Guard, DoD, or other federally-controlled computer information system and/or facility, or need PKI authentication to perform contractual duties. (h) When an employee with a CAC is no longer performing work under this contract, the employee must return the CAC to the COR/MPAS (or successor system corresponding role thereto) or KO on the same day the employee stops working.

(End of Clause)

<u>Additional Requirements</u>

Special Clause Information Technology Security Awareness Training (July 2023)

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Security Training Requirements*.

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user's responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the

contract. The training is accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(2)The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually, and the COR will provide notification when a review is required.

(End of clause)