REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)

THIS RFQ [X] IS [ ] IS NOT A SMALL BUSINESS SET-ASIDE

1. REQUEST NUMBER	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NUMBER	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
140P1426Q0094	06/24/2026	0044042019		

5a. ISSUED BY NPS, IMR - Northern Rockies MABO
PO Box 168
Mammoth Supply Center / 22 Stable St
Yellowstone NP WY 82190

6. DELIVER BY *(Date)* 11/13/2026

7. DELIVERY [X] FOB DESTINATION [ ] OTHER *(See Schedule)*

5b. FOR INFORMATION CALL *(NO COLLECT CALLS)*

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
Stacy Vallie	406	404-4167

8. TO:

a. NAME

b. COMPANY

c. STREET ADDRESS

d. CITY

e. STATE

f. ZIP CODE

9. DESTINATION

a. NAME OF CONSIGNEE
NPS, Bighorn Canyon NRA

b. STREET ADDRESS
Bighorn Canyon NRA
5 Ave B

c. CITY
Fort Smith

d. STATE MT

e. ZIP CODE 59035

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS *(Date)*
07/20/2026 1300 MD

IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.

11. SCHEDULE *(Include applicable Federal, State and local taxes)*

ITEM NUMBER (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	PROJECT DESCRIPTION: Remove and replace approximately 75 linear feet of damaged guardrail along Highway 313 near 5th Avenue B near Fort Smith, Montana, Bighorn National Recreation Area. Period of Performance: 08/03/2026 to 11/13/2026				
00010	Repair Guardrail Product/Service Code: Z2LB Product/Service Description: REPAIR OR ALTERATION OF HIGHWAYS/ROADS/STREETS/BRIDGES/RAILWAYS Delivery: 11/13/2026 Continued...				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER	PERCENTAGE

NOTE: Additional provisions and representations [ ] are [ ] are not attached.

13. NAME AND ADDRESS OF QUOTER

a. NAME OF QUOTER

b. STREET ADDRESS

c. COUNTY

d. CITY

e. STATE

f. ZIP CODE

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

15. DATE OF QUOTATION

16. SIGNER

a. NAME *(Type or print)*

b. TELEPHONE AREA CODE NUMBER

c. TITLE *(Type or print)*

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 08/03/2002 to 11/13/2026				

I.	DESCRIPTION

This is a combined synopsis/solicitation for commercial products prepared in accordance with the format in FAR Part 12, Acquisition of Commercial Products and Commercial Services as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotations are being requested and a separate written solicitation will not be issued.

Solicitation No. 140P1426Q0094 is issued as a Request for Quotation (RFQ) for Bighorn Canyon National Recreation Area to remove and replace approximately 75 linear feet of damaged guardrail along Highway 313 near 5th Avenue B near Fort Smith, Montana, in accordance with Attachment 1, Scope of Work.

Period of Performance:

The Period of Performance is approximately **August 3, 2026, through November 13, 2026.**

Contract Administration Data:

Stacy Vallie
Contracting Officer
Phone: 406-404-4167
Email: Stacy_Vallie@ios.doi.gov

List of Attachments: (please view and download all applicable attachments from https://www.sam.gov)

Attachment 1: Scope of Work
Attachment 2: Wage Determination, Big Horn County, Montana

GENERAL INFORMATION:

This Request for Quotation (RFQ) is issued on Standard Form (SF) 18. This acquisition is conducted in accordance with FAR Part 12, Acquisition of Commercial Products and Commercial Services.

This acquisition is 100% set aside for Total Small Business Concerns. The associated **NAICS code** is **237310 - Highway, Street, and Bridge Construction**. The small business size standard is **$45.0 M**.

Award is anticipated within approximately 10 calendar days after receipt of quotations.

COMPLIANCE WITH RECENT EXECUTIVE ORDERS 14148/14208

System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations, including 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation, and paragraph (t) of 52.212-3, Quoter Representations and Certifications—Commercial Products and Commercial Services. Agencies will not consider or use these representations. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

II.	QUOTE SUBMISSION

Quotes are due no later than **1:00 p.m. MDT on July 20, 2026.**

The Quoters shall submit their quote and any questions to the Contracting Officer at Stacy_Vallie@ios.doi.gov. Telephone inquiries will not be accepted to ensure all vendors receive consistent information. Responses to questions will be provided through a solicitation amendment, if necessary.

Quotes shall be in accordance with and in the order detailed in this section. Failure to submit quotes according to the instructions provided within the solicitation may result in the respondent's quote not being considered for award.

Quotes shall submit the following information in its entirety:

1. Complete the checklist, all Quote information and the **Price Schedule.**

   NOTE: Please check SAM.gov regularly in any case an amendment was posted, as this amendment must be reviewed, acknowledged by signing the SF30 and ensuring that it is provided with your final quote package.

2. Complete attached Price Schedule and insert total unit price and/or amount, in reference to ALL line items listed. Ensure this document is not edited for any reason (outside of adding units of measure, quantities, etc.) and the unedited Price Schedule is provided with final pricing – if needing to make edits or alter the document, provide an addendum outlining these changes or additional information wanting to make apparent to the evaluators.

   NOTE: Alternate quotes will not be accepted. Provide us with the final Quote total, as this will be the evaluated price.

3. Submit all required documents via email by the date and time listed in this solicitation or as otherwise amended. Quoters are responsible for submitting quotes to reach the Government office designated in the solicitation by the time specified in the solicitation. Quoters should consider and account for potential delays in transmissions between when an electronic submission is submitted and when an electronic submission is received. Late quotes will not be accepted.

4. To be considered for award your company must obtain a Unique Entity Identifier (UEI). Your company shall also be registered in the System for Award Management (SAM) at https://www.sam.gov and be considered a small business for the size standard associated with the NAICS code of this solicitation, and this registration must be "active" in SAM at the time of quote close date/time, as well as, at the time of award and throughout the entire award/contract performance.

5. If you have any registration questions or if you need assistance with registration or updating SAM, please contact the National APEX Accelerator nearest you. Website: Home - National Apex Accelerator Alliance // APEX Accelerators.

III.	PRICE SCHEDULE

Quoters shall complete the **Company Information, Price Schedule and Submission Checklist**.

COMPANY INFORMATION:

Offer Name: _____

Point of Contact: _____

UEI: _____

Phone: _____

Email: _____

Street: _____

City, State, Zip Code: _____

PRICE SCHEDULE:

CLIN #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
10	Remove and Replace Damaged Guardrail	1	LS	$	$

SUBMISSION REQUIREMENTS:

Price Schedule and all information complete on this page: ☐
SF-18 completed and signed: ☐
Signed amendments, if applicable: ☐
Completed Provisions: ☐

IV.	AWARD SELECTION PROCESS

The Government intends to award a firm-fixed-price contract to the responsible quoter whose quotation conforms to the requirements of the solicitation and offers the lowest evaluated price. The Government will review the apparent successful quoter's experience, capability, resources, licenses, and past performance solely for purposes of making a responsibility determination in accordance with FAR Part 9.

The Government reserves the right to determine a quoter non-responsible if the information submitted does not demonstrate adequate experience, capability, resources, or past performance necessary for successful contract performance.

CAPABILITY AND EXPERIENCE INFORMATION:

The quoter shall submit the following information:

1. **Relevant Experience:**
   - A description of up to three projects completed within the last five years that are similar in size, scope, and complexity to the work required by this solicitation.
   - Include the project name, location, contract value, period of performance, and a brief description of the work performed.
2. **Past Performance References:**
   - Provide the name, organization, telephone number, and email address of a customer or Contracting Officer for each project submitted as relevant experience.
   - The Government may use information obtained from any source, including CPARS and other Government records, in making its responsibility determination
3. **Technical Capability:**
   - A brief narrative describing the quoter's ability to perform the required work, including available personnel, equipment, facilities, and other resources necessary for successful performance.
   - Evidence of licenses, registrations, and certifications required by state or local law to perform the work.

The Government will use the information submitted under this section solely to determine the apparent successful quoter's responsibility and capability and will not assign ratings or scores to the information submitted.

PRICE:

A price evaluation will be performed to determine the reasonableness of the proposed price. Reasonableness will be determined considering other competitive prices received and comparison to the independent Government estimate. If multiple contract line items are included in the Price Schedule, prices will also be evaluated to determine whether any line items are unbalanced. Quoters are cautioned to distribute costs appropriately.

The Government will review quotations to determine whether they comply with the solicitation requirements and contain sufficient information to support a responsibility determination and price evaluation. Quotations that fail to provide the information required by the solicitation may be rejected as unacceptable.

V.	CLAUSES BY REFERENCE

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract 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 a clause may be accessed electronically at this/these address (es): www.acquisition.gov

(End of clause)

52.201-1	Definitions (Jun 2020)
52.203-5	Covenant Against Contingent Fees (May 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020)
52.203-7	Anti-Kickback Procedures (Jun 2020)
52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-13	System for Award Management Maintenance (Oct 2018) - DEVIATION (Mar 2026)
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025) – DEVIATION (May 2026)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015) – DEVIATION May (2026)
52.212-4	Terms and Conditions—Commercial Products and Commercial Services (Nov 2023) – DEVIATION (Mar 2026)
52.219-6	Notice of Total Small Business Set-Aside (Mar 2020) – DEVIATION (Jan 2026)
52.222-3	Convict Labor (Jun 2003) – DEVIATION (May 2026)
52.222-19	Child Labor-Cooperation with Authorities and Remedies (Mar 2026)
52.222-36	Equal Opportunity for Workers with Disabilities (Jun 2020)
52.222-41	Service Contract Labor Standards (Aug 2018)
52.222-50	Combating Trafficking in Persons (Oct 2025) – DEVIATION (May 2026)
52.222-54	Employment Eligibility Verification (Jan 2025) – DEVIATION (May 2026)
52.222-90	Addressing DEI Discrimination by Federal Contractors (Mar 2026) – DEVIATION (May 2026)
52.223-5	Pollution Prevention and Right-to-Know Information (May 2024)
52.226-7	Drug-Free Workplace (May 2024)
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.232-33	Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.240-91	Security Prohibitions and Exclusions (Dec 2025) – DEVIATION (Mar 2026)
52.240-93	Basic Safeguarding of Covered Contractor Information Systems (Dec 2025) – DEVIATION (Mar 2026)
52.253-1	Computer Generated Forms (Jan 1991)

VI.	CLAUSES BY FULL TEXT

Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (Feb 2021)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Products and Commercial Services included in commercial item contracts. The IPP website address is https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

Copy of vendor invoice document in PDF format, which shows pricing breakdown for all items being invoiced for and must include the contract number, date(s) of delivery, delivery ticket, date of invoice, and the vendor's standard invoice letterhead.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its quotation.

(End of clause)

1452.228-70 Liability Insurance – Department of the Interior (Jul 1999)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability

insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

$100,000.00 each person
$500,000.00 each occurrence
$500,000.00 property damage each occurrence

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

(End of clause)

VII.	PROVISIONS BY REFERENCE

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 Quoter is cautioned that the listed provisions may include blocks that must be completed by the Quoter and submitted with its quotation or Quote. In lieu of submitting the full text of those provisions, the Quoter may identify the provision by paragraph identifier and provide the appropriate information with its quotation or Quote. Also, the full text of a solicitation provision may be accessed electronically at www.acquisition.gov.

(End of provision)

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 (Nov 2024) - DEVIATION (Mar 2026)
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations – Representation (Nov 2015) - DEVIATION (May 2026)
52.212-1	Instructions to Quoters - Commercial Products and Commercial Services (Sep 2023) - DEVIATION (Mar 2026)
52.219-1	Small Business Program Representations (Feb 2024) – DEVIATION (Jan 2026)
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan-Certification (Aug 2009) - DEVIATION (Date*)
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications (Jun 2020) DEVIATION (Date*)

NOTE: *Provision DEVIATIONS noted as date* are associated with the Revolutionary FAR Overhaul (RFO). Approval by the Department of the Interior is currently pending but apply to this solicitation and resulting contract.*

VIII.	PROVISIONS INCORPORATED BY FULL TEXT

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016) - DEVIATION (May 2026)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

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

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

(1) It **is** ☐ **is not** ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely

manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It **is** ☐ **is not** ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.212-2 Evaluation — Commercial Products and Commercial Services (Nov 2021) - DEVIATION (Mar 2026)

(a) Evaluation factors: The Government will award a contract resulting from this solicitation to the responsible quoter whose quotation conforms to the solicitation requirements and offers the lowest evaluated price.

(b) Notice of award. A written notice of award or acceptance of a Quote furnished to the successful Quoter within the time for acceptance specified in the Quote, shall result in a binding contract without further action by either party. Before the Quote's specified expiration time, the Government may accept an Quote (or part of an Quote), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.237-1 Site Visit (Apr 1984)

Quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

Date and Time:	July 8, 2026, at 11:00 a.m. MDT
Location:	Headquarters Building, 5th Avenue B, Fort Smith, Montana
RSVP:	Email participant(s), company name and cell number(s), to Stacy_Vallie@ios.doi.gov and Bill_Picket@nps.gov, no later than 10:00 a.m. on July 7.

The site visit date is subject to change through an amendment to the solicitation. Please monitor Solicitation #140P1426Q0094 and Sam.gov for any amendments.

(End of provision)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications – DEVIATION (Mar 2026)

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

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 Quoter 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 Quoter 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) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Quoter 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)).

(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 Quote, the Quoter represents that, after conducting a reasonable inquiry (that looks at any information in the Quoter'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 Quote, the Quoter represents that it has conducted a reasonable inquiry, and that the Quoter 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 Quoter's possession but does not need to include an internal or third-party audit.

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

(i) Represents, to the best of its knowledge and belief, that the Quoter 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 Quoter, 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 Quoter, 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 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 Quoter, and any person owned or controlled by the Quoter, does not knowingly engage in any transaction that exceeds $15,000 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/resource-center/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 agreement notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

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

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

(g) *Disclosure*.

(1) If the Quoter is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Quoter shall disclose within 72 hours 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 Quoter 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 Quoter shall submit the disclosure as follows:

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

(ii) For all other contracting offices, the Quoter 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 Quoter later discovers new information that is required by paragraph (1), then the Quoter 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 a Quoter that does not require a waiver.

(End of provision)

52.240-91 Security Prohibitions and Exclusions (NOV 2025) - DEVIATION (Mar 2026)

(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/policyissues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list

(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/policy-issues/office-of-foreign-assetscontrol-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/consolidated-screening-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 Quoter certifies that all the Quoted 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 $15,000) 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).

(End of clause)

52.252-5 Authorized Deviations in Provisions (Nov 2020)

As prescribed in 52.107(e), insert the following provision in solicitations that include any FAR or supplemental provision with an authorized deviation. Whenever any FAR or supplemental provision is used with an authorized deviation, the Contracting Officer shall identify it by the same number, title, and date assigned to the provision when it is used without deviation, include regulation name for any supplemental provision, except that the Contracting Officer shall insert "(DEVIATION)" after the date of the provision.

(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.

(b) The use in this solicitation of any Department of Interior (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

END OF SOLICITATION