processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings.* If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.
(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

52.212-2 Evaluation—Commercial Products and Commercial Services Aug 2025
(DEVIATION 25-21) (effective November 28, 2025)

(a) *Evaluation Factors*. The provision at FAR 52.212-2 Evaluation of Commercial Items is not applicable to this solicitation. 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 representing the best value to the Government.

Period of Acceptance of Offers
Technical Acceptability: Technical Acceptability will be evaluated to determine an overall rating of "acceptable" or "unacceptable". Technical Acceptability will be evaluated on the ability of the offeror to provide new manufactured commercial items from the Original Equipment Manufacturer (OEM) or an OEM approved source. The United States Coast Guard (USCG) requires the following items on a **brand name basis**.

Only the brand-name items requested in this solicitation will be considered for award. All items shall have clear traceability to the Original Equipment Manufacturer (OEM), **Columbus Jack Corporation (CAGE Code 00994).** Traceability means a clear, complete, documented, and auditable paper trail that traces each step from an OEM or distributor to its current location. **All parts shall be NEW approved parts**.

The contractor shall furnish a Certificate of Conformance (COC) IAW FAR clause 52.246-15. The COC must be submitted in the format specified in the clause.

Nomenclature	National Stock Number (NSN)	Part Number (PN)	Quantity (Qty)
Hydraulic Jack	1730-00-516-2017	53J6268	10 each

Price: The contractor shall provide pricing as requested in the Schedule of Supplies. Any quantity price discounts and discounts for prompt payment should be included in this section. The offeror's quotation will be evaluated using one or more of the techniques defined in FAR 12.204, in order to determine if it is fair and reasonable.

Delivery/Lead Time: The contractor shall indicate the number of days after receipt of order (ARO) that the materials will be delivered to Elizabeth City, NC.

- Paragraphs (a)(1)(vii) and (a) (1)(viii) of 52.213-4, Terms and Conditions—Simplified Acquisitions (Other Than Commercial Products and Commercial Services). Additionally, per this deviation, in paragraph (b)(1)(xvii), E.O. 14057 does not apply.

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

(End of provision)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications. AUG 2025
(FAR Deviation 20-05)(NOV 2025)

(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)