3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items. (JULY 2023) (HSAR DEVIATION 25-09) (effective November 28, 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.

(a) Provisions

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (DEVIATION 25-21) (effective November 28, 2025) **Aug 2025**

<u>Addendum</u>

Submission of Small Business Subcontracting Plan
Offerors classified as a Large Business under the North American Industry Classification System (NAICS) code 336413 are required to submit a Small Business Subcontracting Plan with their initial proposals. A Commercial Plan approved by another Government Agency is acceptable. Approved Commercial Plans must include a copy of the approval letter.

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

(a) **Evaluation Factors.** The provision at FAR 52.212-2 Evaluation—Commercial Products and Commercial Services is not applicable to this solicitation. In lieu of this provision, proposals will be evaluated on Technical Acceptability, Past Performance and Price as shown below in accordance with (IAW) FAR 12.203(a). Award will be made to the lowest priced, technical acceptable offeror representing the best value to the Government.

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), Sikorsky Aircraft Corporation (SAC, Cage Code 78286), an OEM approved manufacturer or distributor, and MRR Engineering approved source. Currently, SAC and Fraccaro Industries, Inc (Fraccaro) are the only approved sources. The United States Coast Guard (USCG) requires the items found in "Attachment 1 – Schedule of Supplies – 70Z03826QJ0000007" on a limited source basis.

Past Performance: The Past Performance evaluation will assess the offeror's ability to successfully accomplish the proposed effort based on the offeror's demonstrated Past Performance. The Government may use information available from past contracts/purchase orders with the USCG, delivery information found in the USCG's Asset Logistics Management Information System (ALMIS), and any information found using sources such as Federal Government sources, Contractor Performance Assessment Reporting System (CPARS). The Government reserves the right to limit or expand the number of references it decides to contract and to contact references other than those provided by the offeror.

Price: The contractor shall provide pricing as requested in "Attachment 1 – Schedule of Supplies – 70Z03826QJ0000007" for the Base Period and all Option Periods. Include estimated shipping charges if FOB Origin. Any quantity price discounts and discounts for prompt payment should be included in this section. The offeror's proposal will be evaluated using FAR 12.204(a) to determine fair and reasonableness.

(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)

Full Text Provisions

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)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications (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 8I 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 I 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 40.204-1I(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 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 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 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 trade agreements notice or certification (e g., 52. 25- , Trade Agreements Certificate); and

(ii) The offeror has certified that all of 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 I 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 I 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) In the event the Contractor identifies covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report, in writing, via email, to the Contracting Officer, Contracting Officer's Representative, and the Enterprise Security Operations Center (SOC) at NDAA_Incidents@hq.dhs.gov, with required information in the body of the email. In the case

of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided 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)

52.252-1 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: http://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)

☐ Alt 1 of 52.204-7 AUG 2025 (FAR DEVIATION 25-19)

☐ 52.207-6, Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts) AUG 2024

☐ 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns OCT 2025 (FAR DEVIATION 26-03, Rev 1)

☒ 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
☒ 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation JUN 2020
☒ 52.233-2, Service of Protest AUG 2025 (FAR DEVIATION 25-25)

52.217-5 Evaluation of Options **Sep 2025**
(FAR DEVIATION 25-36) (effective November 28, 2025)

(b) Clauses

52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services Aug 2025 (DEVIATION 25-21) (effective November 28, 2025)

<u>Addendum</u>

Quality Assurance:

This section is applicable to all orders for products that will ultimately touch USCG aircraft.

1. The Contractor shall, immediately upon discovery, notify and disclose conditions to the Contracting Officer of any event, supply change, material change, supply malfunction, counterfeit/suspect parts or materiel, defect or non-airworthy condition of any product or component (to include components used in repairs) found to potentially cause a non-conformity to the original specifications of this order. The Government reserves the right to inspect any non-conforming product or component. Therefore, the Contractor shall obtain approval from the Contracting Officer prior to the disposition of any non-conforming product or component.

2. The Contractor's quality control manual shall address in detail the Contractor's risk management, test, inspection, non-conforming product and counterfeit/suspect parts processes.

3. The Contractor shall immediately notify the Contracting Officer of any changes that potentially have an impact on the product. Changes may include but are not limited to products, processes, material, supplier sources, manufacturing facility location and personnel qualifications.

4. Upon notification of the change, the USCG will approve or deny the change. Facility location changes may require the Government to perform a facility inspection. The Contractor shall allow the Government access to all applicable areas of the Contractor's facilities to ensure compliance with contractual requirements. In the event that the change is not approved by the USCG, the contract, delivery order or task order may be cancelled or terminated in accordance with FAR.

5. The Contractor shall retain all records in accordance with FAR 4.7 Contractor Records Retention. The Contractor shall be required to permit Government access to applicable records retained at any level of the supply chain.

6. Unless otherwise specified, the Contractor shall flow down all requirements in this order to their supply chain, to include all subcontractors and suppliers.

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Packaging Instructions:

1. The USCG Aviation Logistics Center (ALC) is a supply depot; therefore, material will be stored and transshipped to various users. The container shall be packed and labeled suitable for shipment via land, air, or sea. Packaging material shall NOT consist of the following: popcorn, shredded paper, Styrofoam of any type, or peanut packaging.

2. Each part shall be individually packed in a separate envelope, box, carton or crate. For bulk packages, packaging of material up to 100 each per package is acceptable. Each individual container shall be labeled on the inside with National Stock Number, Part Number, Serial Number, Quantity, Nomenclature, Purchase Order Number, and Purchase Order Line-Item Number. Packing List and Certification/Documentation shall be placed on the outside of individual containers.

3. The internal packing material shall be sufficient to prevent damage during shipment, handling, and storage. Preservation and protection shall be provided to prevent corrosion, deterioration, or decay during warehouse storage for a period of one year.

Shipping Instructions:

1. Items shall be shipped to the following address:
   USCG Aviation Logistics Center
   Receiving Section, Bldg. 63
   1664 Weeksville Road
   Elizabeth City, NC 27909-5001
   Contract Number: [to be determined]
   Delivery Order Number: [to be determined]

Inspection and Acceptance:

1. Inspection and acceptance of material under this order shall be performed at destination by local USCG personnel to ensure that items are IAW manufacturer's specifications and will consist of count and condition only.

2. A Certificate of Conformance (COC) IAW FAR 52.246-15 shall be required for all items provided on this order. The COC must include the National Stock Number, Part Number, Serial Number, and Purchase Order Number and must be signed by the Contractor's authorized representative.

3. Full and clear traceability must be provided with delivery of each part. If full and clear traceability is not provided, ALC will not accept delivery of the part and invoicing may not be approved for payment.

4. Contractor must provide the following documentation if selected:

☒ **Certificate of Airworthiness** in accordance with FAA procedures (FAA Form 8130-3/8130-4 or EASA 1 Form).

☒ **Certificate of Conformance** in accordance with FAR 52.246-15 is required.

☐ PMA documentation required.

☐ Other documentation (fill in blank as necessary): _____

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Delivery Terms:

F.O.B. Destination is requested as the delivery term for all deliverables. All offers will be considered F.O.B. Destination unless F.O.B. origin is specified AND estimated shipping costs are included.

Invoicing Instructions:

(a) WHEN TO SUBMIT: The Contractor shall first:

(1) Receive a fully executed purchase order, contract, delivery order or task order**.**

(2) Provide the requirements, and

(3) Have ACTIVE status in the System for Award Management (SAM) at https://www.sam.gov.

(b) HOW TO SUBMIT: The Contractor's invoice and the completed DD-250 (when required) shall be prepared IAW FAR 52.212-4 and sent to the billing office below.

BILLING OFFICE: The Contractor is HIGHLY encouraged to email the invoice to ALC-Fiscal@uscg.mil. The other option is to mail it to:

Chief, Fiscal Branch
USCG ALC
Fiscal Branch, Bldg. 63
1664 Weeksville Road
Elizabeth City, NC 27909
Contract Number: to be determined
Delivery Order Number: [to be determined]

The final invoice submitted under the awarded contract shall be clearly marked and labeled FINAL.

(c) PAYMENT INFORMATION: All payments will be made electronically IAW FAR 52.232-33.

FAR Full Text Clauses

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)

52.203-17 Contractor Employee Whistleblower Rights **Apr 2024**
(FAR DEVIATION 14-01, Revision 1)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies established at 10 U.S.C. 4701 and Homeland Security Acquisition Regulation (HSAR) 3.900 (DEVIATION) through 3.905 (DEVIATION). (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 10 U.S.C. 4701, as described in HSAR 3.900 (DEVIATION) through 3.905 (DEVIATION).
(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.222-90 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)

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

(a) Definitions. As used in this clause—
Sustainable product means—

(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (Comprehensive Procurement Guideline (CPG) Program | US EPA).
(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/eere/femp/search-energy-efficientproducts, https://www.energystar.gov/products?s=mega, and https://www.energy.gov/femp/low-standby-power-product-list).
(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program 7 U.S.C. 8102) (7 CFR Part 4270) (https://www.biopreferred.gov/).
(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables).

(b) *Requirements.* The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are—

(1) Delivered to the Government;

(2) Furnished for use by the Government;
(3) Incorporated into the construction of a public building or public work; or
(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

(End of clause)

52.240-91 Security Prohibitions and Exclusions (NOV 2025) (DEVIATION 20-05)

(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 (c):

(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 © 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/policy-issues/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/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 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)).

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(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) In the event the Contractor identifies covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report, in writing, via email, to the Contracting Officer, Contracting Officer's Representative, and the Enterprise Security Operations Center (SOC) at NDAA_Incidents@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided 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.

(End of clause)

52.252-2 Clauses Incorporated by Reference. **Feb 1998**

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), with Alternate I (NOV 2021)
☐ 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021)
☒ 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)
☐ *Alt I of 52.212-4 AUG 2025 (FAR DEVIATION 25-21)*
☐ 52.219-6, Notice of Total Small Business Set-Aside OCT 2025 (FAR DEVIATION 26-03)
☐ *Alt 1 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 Representation OCT 2025 (FAR DEVIATION 26-03, Rev. 1)
☐ 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 APR 2026 (FAR DEVIATION 26-10, Rev. 1) (Effective April 3, 2026)
☒ 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
☐ 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)
☐ 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 OCT 2023 (FAR DEVIATION 24-02)
☐ 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 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)
☐ 52.224-3, Privacy Training MAR 2026 (FAR DEVIATION 17-03 REVISION 2)
☐ *Alt I of 52.224-3 MAR 2026 (FAR DEVIATION 17-03 REVISION 2)*
☒ 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)
☒ 52.242-5, Payments to Small Business Subcontractors
☒ 52.244-6, Subcontracts for Commercial Products and Commercial Services APR 2026 (DEVIATION 26-10, Rev. 2) (effective April 27, 2026)

☐ 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*

52.204-19 Incorporation by Reference of Representation and Certifications Dec 2014
52.246-15 Certificate of Conformance Apr 1984
52.247-34 F.O.B. Destination Jan 1991

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 date of contract award through one (1) year from the date of contract award.
(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) each, 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 total estimated contract line item quantity;
(2) Any order for a combination of items in excess of the applicable base or option period total value; or
(3) A series of orders from the same ordering office within ten (10) calendar 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 thirty (30) calendar 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)

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52.216-21 Requirements (OCT 2025) (DEVIATION 26-04)

(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.

© Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

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

© 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 ordering 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 ordering period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the expected date of delivery stated on all outstanding delivery orders or after twelve (12) months from the order issue date, whichever is later.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days; 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.

© The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six (6) months.

(End of clause)

52.232-19 Availability of Funds for the Next Fiscal Year Apr 1984

Funds are not presently available for performance under this contract beyond 09/30/2026. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 09/30/2026, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

(Remainder of Page Intentionally Left Blank)

<u>Homeland Security Acquisition Regulations (HSAR) clauses</u>

3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items **July 2023**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(b) Clauses.

☐ **3052.222-90 Local Hire (USCG)** **June 2006**

☐ **3052.203-70 Instructions for Contractor Disclosure of Violations** **Sep 2012**

☒ **3052.205-70 Advertisement, Publicizing Awards, and Releases** **(SEP 2025)**
(HSAR CLASS DEVIATION 25-10, Rev. 1)

☒ **3052.219-71 DHS Mentor-Protégé Program** **June 2006**

☒ **3052.249-90 Contract Termination (USCG)** **Mar 2023**