PROVISIONS, CLAUSES, AND TERMS AND CONDITIONS
70Z03826RB0000008
Attachment 2

3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items. (JULY 2023) (HSAR DEVIATION 25-09) (effective November 3, 2025)
The clauses and provisions contained herein are applicable to any order awarded as a result of this solicitation. The terms and conditions set forth herein supersede all other terms and conditions. Acceptance of the order in accordance with (IAW) FAR 12.201 constitutes acceptance of all terms and conditions contained herein.

Provisions

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (Aug 2025) (DEVIATION 25-21) (effective November 28, 2025)
This Provision applies to this acquisition and paragraph (c) is tailored with the following addendum: (c) Period for Acceptance of Offers - The offeror agrees to hold the prices in its offer firm for **120** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

Addendum

Quotations Submission Requirements
Quotations are required to provide the "Attachment 1 – Schedule of Supplies 70Z03826RB0000008" document (Attachment 1) with the unit price column completed.

52.212-2 Evaluation—Commercial Products and Commercial Services (Aug 2025) (DEVIATION 25-21) (effective November 28, 2025)
Is not applicable to this acquisition. In lieu of this provision, proposals will be evaluated in accordance with 15.002(b, based on the evaluation factors listed below. Proposals will be evaluated utilizing the Lowest Price Technically Acceptable (LPTA) process to achieve best value to the Government. Only the lowest Priced offer will be evaluated for Technical Acceptability. Should the lowest priced offer not receive an acceptable technical rating, the process will continue in order of lowest priced offer until the lowest priced, technically acceptable offer is identified.

- **Factor 1 – Technical Acceptability**
- **Factor 2 – Past Performance**
- **Factor 3 - Price**:

1. Factor 1: Technical Acceptability

a. Submission Requirements: 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 approved by an Original Equipment Manufacturer(s) (OEMs) or an OEM authorized distributor.

b. Newly manufactured commercial items will only be procured from sources able to provide a Certificate of Conformance (CoC) per FAR 52.246-15 and traceability to the OEM. 14 CFR Part 21 outlines certification procedures. Traceability means a clear, complete, documented, and auditable paper trail, which traces each step from an OEM to its current location. Alternate parts will be authorized if they are an approved alternate under the North Atlantic Treaty Organization (NATO) catalog system, which improves interoperability between NATO and commercial cataloging systems. Alternate parts must satisfy all form, fit, and function requirement of the parts and conform to the approved configuration of the United States Coast Guard MH-65E aircraft.

c. Performance required: The parts must operate effectively with various components, eliminating safety of flight risks. If parts are listed as flight critical, they must meet OEM standards.

d. Essential Physical Characteristics: The parts must be manufactured to the OEM specifications for form, fit, and function. There are multiple OEMs for this requirement. Some parts may have multiple manufacturers with acceptable part numbers.

Evaluation criteria are below:

Technical Acceptability Ratings	**Descriptions**
Acceptable	Based on the offeror's quotation, the Government has a high expectation that the offeror will meet the requirements identified.
Unacceptable	Based on the offeror's quotation, the Government has low or no expectation that the offeror will be able to meet the requirements identified.

2. Factor 2: Past Performance

a. Submission Requirement: Past Performance will be evaluated to assess the confidence in the offeror's ability to fulfill the solicitation requirements. The evaluation will consider the offeror's demonstrated record of relevant performance in performing the required services and will consider areas of quality, meeting delivery schedules, compliance with contractual requirements, and customer satisfaction. Relevant is defined as the ability to provide the spare parts as identified in the solicitation. If an offeror has no relevant past performance history, the offeror must affirmatively state that it possesses no relevant past performance history. If an offeror doesn't have a record of relevant past performance or past performance information is either unavailable or so sparce that no meaningful rating can be reasonably assigned, the offeror will receive a Neutral rating.

b. The Government intends to use information available from past contracts/purchase orders with the USCG, delivery information found in the USCG's Asset Maintenance Management System (AMMIS), and any information found using sources such as Federal Government sources, Contractor Performance Assessment Reporting System (CPARS)

Evaluation criteria are below:

Past Performance Ratings	**Descriptions**
Acceptable	Based on the offeror's past performance record, the Government has a high expectation that the offeror will successfully perform the requirements identified.
Unacceptable	Based on the offeror's past performance record, the Government has a low or no expectation that the offeror will successfully perform the requirements identified.
Neutral	Offeror does not have a past performance record.

Factor 3: Price

a. Submission Requirements: It is requested that the offeror provides Attachment 1 titled Schedule – 70Z03826RB0000008 with their proposal. The preferred FOB point for shipments under this requirement is FOB Destination. Proposals submitting FOB Origin terms should include all applicable customs, duties, taxes, and shipping charges. Any proposal providing FOB Origin terms that does not provide this information may be removed from consideration for award.

Prices will be evaluated to determine fair and reasonableness. The Government will evaluate prices for each contract period of performance including escalation rates between contract periods. The Government may determine that a proposal is unacceptable if the option period prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option.

It is DHS policy that pricing for competitive acquisitions should be based on adequate price competition. However, in the event only one responsible Offeror is obtained as a result of this solicitation, the Offeror may be required to submit Data Other than Certified Cost or Pricing Data (FAR 15.403-1) to support price negotiations.

b. Offerors will be required to submit a completed Schedule attached to the solicitation as an Excel spreadsheet. Failure to submit the price proposal using the Excel spreadsheet may result in the proposal being removed from award consideration.

(End of provision)

Full Text Provisions

52.209-5 Certification Regarding Responsibility Matters (NOV 2025) (DEVIATION 25-27) (effective November 28, 2025)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—
(i) The Offeror and/or any of its Principals—

(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

> (1) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
>
> (2) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) The Offeror has □ has not □, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.
(End of provision)

52.209-7 Information Regarding Responsibility Matters (NOV 2025) (DEVIATION 25-27) (effective November 28, 2025)
(a) Definitions. As used in this provision—
Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.
Federal contracts and grants with total value greater than $10,000,000 means—
(1) The total value of all current, active contracts and grants, including all priced options; and
(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).
Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).
(b) The offeror □ has □ does not have current active Federal contracts and grants with total value greater than $10,000,000.
(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract

or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
(i) In a criminal proceeding, a conviction.
(ii) In a civil proceeding, a finding of fault and liability that results in the payment

of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.
(iii) In an administrative proceeding, a finding of fault and liability that results in–
(A) The payment of a monetary fine or penalty of $5,000 or more; or
(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.
(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).
(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (NOV 2025) (DEVIATION 25-27) (effective November 28, 2025)
(a) 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 Offeror 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)

52.216-1 Type of Contract (OCT 2025) (DEVIATION 26-04) (effective November 28, 2025)
The Government contemplates award of multiple Indefinite Delivery Requirements-Type contracts resulting from this solicitation.
(End of provision)

52.233-2 Service of Protest (AUG 2025) (DEVIATION 25-25) (effective November 3, 2025)
(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them. (b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.
(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 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; Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 2 of 17 (5) Consist of providing goods or services that are used only to promote health or education; or (6) Have been voluntarily suspended. Sensitive technology— (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically— (i) To restrict the free flow of unbiased information in Iran; or (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)). (b) Procedures. (1) Covered telecommunications and video surveillance. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services." (2) FASCSA Orders. (i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions. (ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)). (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 Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 3 of 17 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 Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 4 of 17 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 agreements notice or certification (e.g., 52.225- 6, Trade Agreements Certificate); and (ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material. (iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov. (g) Disclosure. (1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant: (i) Contract number and order number, if applicable; (ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders; (iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); (iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test

of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product)); (v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service; (vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver); (vii) Whether alternative products or services are available that would be compliant with the prohibition; Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 5 of 17 (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)

52.252-5 Authorized Deviations in Provisions. NOV 2020
(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
(End of provision)

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

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

___X__ 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions SEP 2024
___X__ 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation JAN 2017
___X__ 52.204-7 System for Award Management—Registration AUG 2025 (DEVIATION 25-19) (effective November 28, 2025).
___X__ 52.207-6 Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts) AUG 2024
___X__ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. NOV 2025 (DEVIATION 25-27) (effective November 28, 2025).
___X__52.217-5 Evaluation of Options (SEPT 2025) (DEVIATION 25-36)
(effective November 28, 2025).
_____ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns OCT 2025 (FAR DEVIATION 26-03)
___X__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)
__X_ 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan OCT 2020
_____ 52.223-4 Recovered Material Certification MAY 2008 (EPA Designated items)
_____ 52.225-2 Buy American Certificate OCT 2022

__X__ 52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate OCT 2025 (FAR DEVIATION 26-09)
__X 52.225-6 Trade Agreements-Certificate FEB 2021
_____ 52.225-20 Reserved (OCT 2025) (DEVIATION 26-09)] (effective November 28, 2025)
_____ 52.225-25 Reserved (OCT 2025) (DEVIATION 26-09)] (effective November 28, 2025)
__X__ 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation JUN 2020

HOMELAND SECURITY ACQUISITION REGULATIONS (HSAR) PROVISIONS

____ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.
____ 3052.247-72 F.O.B. Destination Only.

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

Addendum

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 material, 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 contract.
   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, materiel, 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 contract to their supply chain, to include all subcontractors and suppliers.

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, Delivery Order Number, and Delivery 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.

Marking Instructions:

All shipping containers/packages shall be marked for task IAW the contract or task. All parts and assemblies, which require special care during packing, handling or shipping shall be identified and marked appropriately. A copy of the packing slip shall be affixed to the exterior of the package or shipping container and shall contain the following information:

NSN
Part Number
Nomenclature
S/N
Contract Number: (To be determined at time of award)
Delivery order/Item Number
Contractor's Name and Address

*****Remainder of Page Left Intentionally Blank*****

Shipping Instructions:
Contractor Shipments. Unless otherwise specified on individual delivery orders issued hereunder, deliverable items shall be shipped to the following address:

USCG Aviation Logistics Center
Receiving Section, Bldg. 63
1664 Weeksville Road
Elizabeth City, NC 27909-5001
Delivery Order Number: (to be determined at time of issuance)

Inspection and Acceptance:

1. The following inspection and receiving instructions apply to the following CLINS and respective option periods.

CLINS 0001-0134 – A Certificate of Conformance will be required with each delivery.
Instructions: **Receiving: REC** **Inspection: REC**

2. A COC shall be required for all items provided on this contract. The certificate must be signed by an authorized official of the approved source and must specify the nomenclature, manufacturer's part number and date of manufacture. For Production Approval Holder, a COC and a copy of the FAA Parts Manufacturer Approval (PMA) or other manufacturing authority shall be provided.

3. Contractors shall also provide a COC signed by the contractor's authorized representative in accordance with FAR 52.246-15 and documentation reflecting the complete unbroken history of ownership of the parts from purchase from the approved manufacturing source until delivery to the USCG.

4. 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.

5. 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): _____

Deliveries or Performance:
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.

*****Remainder of Page Left Intentionally Blank*****

Invoicing Instructions:

1. The Contractor's invoice shall be submitted IAW FAR 52.212-4 to the designated billing office for payment as noted below. The Contractor is **HIGHLY** encouraged to submit invoices electronically to ALC-Fiscal@uscg.mil.
   Chief, Fiscal Branch; USCG ALC
   Fiscal Branch, Bldg. 63
   1664 Weeksville Road
   Elizabeth City, NC 27909
   Delivery Order Number: (to be determined at time of issuance)

2. All payments will be made electronically IAW FAR 52.232-33. The Contractor may submit the invoice five (5) days after shipment of items. The invoice will not be approved until all items have been receipted.

Contract Administration Data:
Only warranted KOs are authorized to issue and modify any contract, approve changes in any of the requirements, and obligate funds. Notwithstanding any term or condition contained elsewhere in the contract, the authority to modify the contract remains solely with the KO. If the Contractor makes any contract changes at the direction of any person other than the KO, the change will be considered to have been made without authority, and no adjustment will be made in the contract to cover any increase in charges that may result. The KO has the sole authority to perform any and all post-award functions in administering and enforcing a contract in accordance with its terms and conditions.

Delivery Schedule:
The schedule of supplies/services will contain up to three-hundred-eighty-three (383) Contract Line Item Numbers (CLINs) which will have varying delivery schedules. Offerors shall propose delivery lead times for each CLIN contained in the Schedule of supplies/services. The USCG requires 360-day maximum delivery time for any item unless otherwise agreed upon prior to contract award. Actual delivery dates will be shown in delivery orders based on the delivery schedules established in the contract. Early deliveries are acceptable providing there is no additional charge to the Government.

Period of Performance:
The period of performance includes one (1) one-year base period and, if exercised, four (4) one-year option periods.

*****Remainder of Page Left Intentionally Blank*****

Full Text Clauses

52.203-17 Contractor Employee Whistleblower Rights (April 2024) (DHS-USCG 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)

52.216-18 Ordering **Aug 2020**
(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. . Such orders may be issued from **contract award** through **one-year from date of contract award for the base period and for options, effective date of option exercise through one-year from effective date of option exercise.**

(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 **one each for any line item,** the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
(b) *Maximum order*. The Contractor is not obligated to honor—
(1) Any order for a single item in excess of **the total estimated contract line item quantity;**
(2) Any order for a combination of items in excess of **50% of the current contract quantity**; or

(3) A series of orders from the same ordering office within **thirty (30)** days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
(c) If this is a requirements contract (*i.e.,* includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **fifteen (15)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
(End of clause)

52.216-21 Requirements (OCT 2025) (DEVIATION 26-04) (effective November 28, 2025)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) 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.

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

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

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) calendar days prior to contract expiring**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **sixty (60)** days before the contract expires. The preliminary notice does not commit the Government to an extension.
(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **five (5) years and six (6) months.**
(End of Clause)

52.223-23 Sustainable Products and Services (FAR DEVIATION 26-12 Revision 1) (May 2024)

(a) Definitions. As used in this clause –

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or significant part, of biological products, including renewable domestic agricultural materials or forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for products is new or emerging. (7 U.S.C. 8101) (7 CFR 3201.2)

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process. (42.U.SC. 6903).

Sustainable products and services means products and services that are subject to and meet the following applicable statutory mandates and directives for purchasing:

(1) *Statutory purchasing programs*.

(i) Products containing recovered material designated by the U.S. Environmental Protection Agency (EPA) under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products).

(ii) Energy- and water-efficient products that are ENERGY STAR® certified or Federal Energy Management Program (FEMP)-designated products (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/eere/femp/search-energy-efficient-products and https://www.energystar.gov/products?s=mega).

(iii) Biobased products meeting the content requirement of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR part 3201) https://www.biopreferred.gov).

(iv) Acceptable chemicals, products, and manufacturing processes listed under EPA's Significant New Alternatives Policy (SNAP) program, which ensures a safe and smooth transition away from substances that contribute to the depletion of stratospheric ozone (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap).

(2) *Required EPA purchasing programs*.

(i) WaterSense® labeled (water efficient) products and services (https://www.epa.gov/watersense/watersense-products).

(ii) Safer Choice-certified products (products that contain safer chemical ingredients) (https://www.epa.gov/saferchoice/products).

(iii) Product and services that meet EPA Recommendations of Specifications, Standards, and Ecolabels in effect as of October 2023 (https://www.epa.gov/greenerproducts/recommendations-specifications-standards-and-ecolabels-federal-purchasing).

(b) *Requirements*.

(1) The sustainable products and services, including the purchasing program and type of product or service, that are applicable to this contract, and any products or services that are not subject to this clause, will be set forth in the statement of work or elsewhere in the contract.

(2) The Contractor shall ensure that the sustainable products and services required by this contract are—

(i) Delivered to the Government;

(ii) Furnished for use by the Government;

(iii) Incorporated into the construction of a public building or public work; and

(iv) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract (versus costs which are normally applied to the Contractor's general and administrative expenses or indirect costs). This includes services performed by contractors performing management and operation of Government-owned facilities to the same extent that, at the time of award, an agency would be required to comply if an agency operated or supported the facility.

(3) (i) Except as provided in paragraph (b)(3)(ii) of this clause, sustainable products and services must meet the applicable standards, specifications, or other program requirements at time of quote or offer submission; and(ii) Sustainable products and services must meet the EPA Recommendations of Specifications, Standards, and Ecolabels in effect as of October 2023.

(c) *Resource.* The Green Procurement Compilation (GPC) available at https://sftool.gov/greenprocurement provides a comprehensive list of sustainable products and services and sustainable acquisition guidance. The Contractor should review the GPC when determining which purchasing programs apply to a specific product or service.

(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 30 September 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 30 September 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)

52.240-91 Security Prohibitions and Exclusions. (DEVIATION 20-05) (NOV 2025)
(a) Definitions. As used in this clause— American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118- 31, 41 U.S.C. 3901 note prec.). Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet). Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited. Covered article, as defined in 41 U.S.C. 4713(k), means: (1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types; (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153); (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology. Covered foreign country means The People's Republic of China. Covered telecommunications equipment or services means— (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 7 of 17 (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. Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 8 of 17 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— Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 9 of 17 (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— Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 10 of 17 (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)). Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 11 of 17 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 Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 12 of 17 (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, Attachment

1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 13 of 17 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/speciallydesignated-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-controlsanctions-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). Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 14 of 17 (iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $10,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)). (e) Governmentwide exclusion and removal orders. (1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows: (i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply. (ii) For all other solicitations and contracts, DHS FASCSA orders apply. (2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders. (3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract. (4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)). (f) Reasonable inquiry. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit. (g) Removal of

prohibited products and services. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits. (h) General report. (1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 15 of 17 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: Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 16 of 17 (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 Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 17 of 17 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)

52.252-6 Authorized Deviations in Clauses **Nov 2020**

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

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

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:

__X__ 52.203-6 Restrictions on Subcontractor Sales to the Government JUN 2020 Alternate I NOV 2021
__X__ 52.203-13 Contractor Code of Business Ethics and Conduct NOV 2021

__X__ 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

__X__ 52.204-13 System for Award Management Maintenance. (AUG 2025) (DEVIATION 25-19) (effective November 28, 2025).
__X__ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment JAN 2025
__X__ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters OCT 2018
__X__ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations NOV 2018
__X__ 52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services. (Aug 2025) (DEVIATION 25-21) (effective November 28, 2025).
_____ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns OCT 2025 (FAR DEVIATION 26-03)
__X__ 52.219-6 Notice of Total Small Business Set-Aside OCT 2025 (FAR DEVIATION 26-03)
_____ Alt I of 52.219-6 MAR 2020
__X__ 52.219-8 Utilization of Small Business Concerns OCT 2025 (FAR DEVIATION 26-03)

__X__ 52.219-9 Small Business Subcontracting Plan OCT 2025 (FAR DEVIATION 26-03)
__X__ Alternate II of 52.219-9 OCT 2025 (FAR DEVIATION 26-03)
_____ 52.219-14 Limitations on Subcontracting OCT 2025 (FAR DEVIATION 26-03)
__X__ 52.219-16 Liquidated Damages—Subcontracting Plan OCT 2025 (FAR DEVIATION 26-03)
__X__ 52.219-33 Nonmanufacturer Rule OCT 2025 (FAR DEVIATION 26-03)
__X__52.222-3 Convict Labor JUN 2003
__X__ 52.222-19 Child Labor—Cooperation with Authorities and Remedies OCT 2025 (FAR DEVIATION 26-10)
__X__ 52.222-35 Equal Opportunity for Veterans OCT 2025 (FAR DEVIATION 26-10)
__X__ 52.222-36 Equal Opportunity for Workers with Disabilities OCT 2025 (FAR DEVIATION 26-10)
__X__ 52.222-37 Employment Reports on Veterans OCT 2025 (FAR DEVIATION 26-10)
__X__ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act DEC 2010
_____ 52.222-41 Service Contract Labor Standards AUG 2018
_____ 52.22-42 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
__X__ 52.222-50 Combating Trafficking in Persons NOV 2021
_____ 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)
__X__ 52.222-54 Employment Eligibility Verification OCT 2025 (FAR DEVIATION 26-10)
_____ 52.222-62 Paid Sick Leave Under Executive Order 13706 JAN 2022
_____ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons OCT 2025 (FAR DEVIATION 26-12)
_____ 52.223-12 Maintenance 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 JUL 2023 (FAR DEVIATION 17-03 REVISION 1)
_____ Alt I of 52.224-3 JUL 2023 (FAR DEVIATION 17-03 REVISION 1)
_____52.225-1 Buy American-Supplies OCT 2025 (FAR DEVIATION 26-09)
_____ Alt I of 52.225-1 OCT 2022
_____ 52.225-3 Buy American-Free Trade Agreements-Israeli Trade Act OCT 2025 (FAR DEVIATION 26-09)
_____ Alt II of 52.225-3 OCT 2025 (FAR DEVIATION 26-09)
_____ Alt III of 52.225-3 OCT 2025 (FAR DEVIATION 26-09)
_____ Alt IV of 52.225-3 OCT 2022
____X__ 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
_X___ 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
__X___ 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
__X__ 52.232-40 Providing Accelerated Payments to Small Business Subcontractors MAR 2023
__X___ 52.233-3 Protest After Award AUG 2025 (FAR DEVIATION 25-25)

__X___ 52.233-4 Applicable Law for Breach of Contract Claim AUG 2025 (FAR DEVIATION 25-25)
_____ 52.242-5 Payments to Small Business Subcontractors JAN 2017
__X___ 52.244-6 Subcontracts for Commercial Products and Commercial Services SEP 2025
__X___ 52.246-15 Certificate of Conformance APR 1984
__X___ 52.247-34 F.O.B Destination NOV 1991
__X__ 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

HOMELAND SECURITY ACQUISITION REGULATIONS (HSAR) CLAUSE(S)
__X__ 3052.203-70 Instructions for Contractor Disclosure of Violations.
__X__ 3052.205-70 Advertisement, Publicizing Awards, and Releases.
__X__ 3052.249-90 Contract Termination. (USCG)