TERMS AND CONDITIONS
(CLAUSES AND PROVISIONS)
FEDERAL ACQUISITION REGULATION (FAR) AND
HOMELAND SECURITY ACQUISITION REGULATION (HSAR) CLAUSES IN ACCORDANCE WITH
FEDERAL ACQUISITION CIRCULAR 2026-02 EFFECTIVE DATE 04/20/2026
This document utilizes the Revolutionary FAR Overhaul

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/these address(es): https://www.acquisition.gov/

(End of provision)

52.252-5 Authorized Deviations in Provisions.
As prescribed in 52.107(e), insert the following provision in solicitations that include any FAR or supplemental provision with an authorized Deviation. Whenever any FAR or supplemental provision is used with an authorized Deviation, the contracting officer shall identify it by the same number, title, and date assigned to the provision when it is used without Deviation, include regulation name for any supplemental provision, except that the contracting officer shall insert "(DEVIATION)" after the date of the provision.

(End of provision)

FAR PROVISIONS

The following FAR Provisions are hereby incorporated by reference:

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)
52.203-18 Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)
52.204-7 System for Award Management (Aug 2025) (Deviation 25-19)
52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation (Nov 2025) (Deviation 25-27)
52.212-1 Instructions to Offerors—Commercial Products and Commercial Services. (Aug 2025) (Deviation 25-21)
52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)
52.240-90 Security Prohibitions and Exclusions Representations and Certifications (NOV 2025) (Deviation 20-25)

(End of Provision)

52.203-2 Certificate of Independent Price Determination (Apr 1985)
(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ ***[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization]***;

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.207-4 ECONOMIC PURCHASE QUANTITY-SUPPLIES (Aug 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

_____ _____ _____

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

Offeror Recommendations

Item	Quantity	Price Quotation	Total

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.212-2 Evaluation—Commercial Products and Commercial Services (Aug 2025) (Deviation 25-21)
(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

Technical Capability: The Government will evaluate the offeror's technical capability to perform the requirements outlined in the Statement of Work (SOW). This includes the offeror's ability to perform certified services for troubleshooting and resolving fire alarm panel trouble codes, ability to provide reports and documentation, and comply with all applicable federal, state, and local regulations. The evaluation will consider the offeror's approach to perform certified services for the fire alarm system including their understanding of the scope, tasks, and performance standards. Proposals must demonstrate a clear and comprehensive plan for fulfilling all contract requirements.

Past Performance: The Government will assess the offeror's past performance in performing certified services for troubleshooting and resolving fire alarm panel trouble codes to federal, state, or local government agencies, or commercial entities. The evaluation will consider the quality, timeliness, and reliability of previous contract performance, as determined through references or other available information. Offerors with a proven record of successful performance on contracts of similar size, scope, and complexity will be viewed more favorably.

Price: Price will be evaluated based on the total proposed Firm Fixed Price for all labor, materials, equipment, and services required to fulfill the SOW. The Government will consider whether the price is fair and reasonable in relation to the technical capability and past performance of the offeror. While price is an important factor, it will be considered in conjunction with the non-price evaluation criteria to determine the overall best value to the Government.

(b) Options (if applicable). The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).
(c) Notice of award. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.216-1 Type of Contract. (Oct 2025) (Deviation 26-04)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

52.219-1 Small Business Program Representations (Oct 2025) (Deviation 26-03)
(a) Definitions. As used in this provision-
Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the

management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).
Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.
Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.
Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.
(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and
(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.
(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is **561621.**
(2) The small business size standard is **$25M**.
(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) Representations.

(1) **The offeror represents as part of its offer that—**

(i) it □ is, □ is not a small business concern; or

(ii) It □ is, □ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(2) [**Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]** The offeror represents as part of its offer that it □ is, □ is not a women-owned small business concern.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents as part of its offer that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(5) SDVOSB joint venture eligible under the SDVOSB Program. [Complete only if the offeror is certified as a SDVOSB concern]. The offeror represents as part of its offer that it □ is, □ is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The offeror shall enter the name and unique entity identifier of each party to the joint venture:__.]

(6) HUBZone joint venture eligible under the HUBZone Program. [Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that it □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be—

(1) Punished by imposition of fine, imprisonment, or both;
(2) Subject to administrative remedies, including suspension and debarment; and
(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.252-2 Clauses Incorporated By Reference (Feb 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): https://www.acquisition.gov/

(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 Department of Homeland Security Regulation 48 CFR 3001.404 clause with an authorized Deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

FAR CLAUSES

The following FAR clauses are hereby incorporated by reference:

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2025) (Deviation 25-27)
52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Nov 2025) (Deviation 25-27)
52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2025) (Deviation 26-03)
52.219-6, Notice of Total Small Business Set-Aside (Oct 2025) (Deviation 26-03)
52.219-28, Postaward Small Business Program Representation (Oct 2025) (Deviation 26-03)
52.222-3, Convict Labor (Jun 2003) (E.O.11755).
52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2026)
52.222-36, Equal Opportunity for Workers with Disabilities (Oct 2025) (Deviation 26-10)
52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).
52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5332.
52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
52.222-50, Combating Trafficking in Persons (Nov 2021)
52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026. (Oct 2023) (DEVIATION 24-02)
52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
52.222-90, Addressing DEI Discrimination by Federal Contractors (APR 2026)
52.223-5 Pollution Prevention and Right-to Know Information (May 2024)

52.223-23 Sustainable Products and Services Sustainable Products and Services (Oct 2025) (Deviation 26-12)
52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving. (May 2024)
52.232-15 Progress Payments Not Included (Apr 1984)
52.232-33 Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)
52.232-40 Providing Accelerated Payments To Small Business Subcontractors (Nov 2021)
52.233-3 Protest after Award. (Aug 2025) (Deviation 25-25)
52.233-4 Applicable Law for Breach of Contract Claim (Aug 2025) (Deviation 25-25)
52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.240-91 Security Prohibitions and Exclusions (Nov 2025) (Deviation 20-05)
52.242-15 Stop-Work Order (Aug 1989)
52.246-1 Contractor Inspection Requirements (Aug 1984)
52.247-34 F.o.b. Destination (Nov 1991)

(End of Clause)

52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)
The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services. (Aug 2025) (Deviation 25-21)
(a) Definitions. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.
(b) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—
(1) Within a reasonable time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
(c) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
(d) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
(e) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor

shall—
(1) Notify the Contracting Officer in writing as soon as possible;
(2) Remedy the delay as quickly as possible; and
(3) Notify the Contracting Officer when the occurrence is over.
(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).
(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
(i) Payment—
(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
(3) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
(4) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—
(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
(B) Affected contract number and delivery order number, if applicable;
(C) Affected line item or subline item, if applicable; and
(D) Contractor point of contact.
(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
(5) Interest.
(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211.html#FAR_33_211 if–
(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.
(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-
(A) The date on which the designated office receives payment from the Contractor;
(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.
(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—
(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
(q) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.
(r) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving

precedence in the following order:
(1) The schedule of supplies/services;
(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
(3) Other contract clauses incorporated in the solicitation or contract;
(4) Addenda to this solicitation or contract;
(5) Solicitation provisions incorporated in the solicitation;
(6) Other paragraphs of this clause;
(7) Other documents, exhibits, and attachments; and
(8) The specification.
(s) Unauthorized obligations.
(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
(i) Any such clause is unenforceable against the Government.
(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.
(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
(t) Comptroller General examination of record. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.
(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.
(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
(u) Incorporation by reference. The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 (05) (years).

(End of Clause)

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.
(b) The use in this solicitation of any Department of Homeland Security Regulation 48 CFR 3001.404 provision with an authorized Deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

HSAR AND HSAM CLAUSES

3012.301 Solicitation provisions and contract clauses for the acquisition of commercial items.
(f) Solicitation provisions and contract clauses. Insert (HSAR) 48 CFR 3052.212-70, Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items, in any solicitation or contract for commercial items when any of the provisions or clauses listed therein applies and where incorporation by reference of each selected provision or clause is, to the maximum extent practicable, consistent with customary commercial practice. If necessary, tailor this clause.

___ 3052.223-90 Accident and fire reporting (USCG) (Dec 2003)

(End of clause)

3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items.
As prescribed in (HSAR) 48 CFR 3012.301 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items (SEP 2012)
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:
(a) Provisions.
__3052.209-72 Organizational Conflicts of Interest.
__3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.
__3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.
(b) Clauses.
__3052.203-70 Instructions for Contractor Disclosure of Violations. -
__3052.204-70 Security Requirements for Unclassified Information Technology Resources.

__3052.204-71 Contractor Employee Access.
__Alternate I -
___Alternate II
__3052.205-70 Advertisement, Publicizing Awards, and Releases.
__3052.209-73 Limitation on Future Contracting.
__3052.216-71 Determination of Award Fee.
__3052.216-72 Performance Evaluation Plan.
__3052.216-73 Distribution of Award Fee.
__3052.217-91 Performance. (USCG)
__3052.217-92 Inspection and Manner of Doing Work. (USCG)
__3052.217-93 Subcontracts. (USCG)
__3052.217-94 Lay Days. (USCG)
__3052.217-95 Liability and Insurance. (USCG)
__3052.217-96 Title. (USCG)
__3052.217-97 Discharge of Liens. (USCG)
__3052.217-98 Delays. (USCG)
__3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair. (USCG)
__3052.217-100 Guarantee. (USCG)
__3052.219-70 Small Business Subcontracting Plan Reporting.
__3052.219-71 DHS Mentor Protégé Program.
__3052.222-90 Local Hire
__3052.228-70 Insurance.
__3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)
__3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)
__3052.228-92 Fair Market Value of Aircraft. (USCG)
__3052.228-93 Risk and Indemnities. (USCG)
__3052.236-70 Special Provisions for Work at Operating Airports.
__3052.242-72 Contracting Officer's Technical Representative.
__3052.247-70 F.o.B. Origin Information.
__Alternate I
__Alternate II
__3052.247-71 F.o.B. Origin Only.
XX 3052.247-72 F.o.B. Destination Only.

(End Of Clause)

3052.225-99 Made in America Certificate – Personal Protective Equipment. (OCT 2022)
(a)(1) The Offeror certifies that each item of personal protective equipment, except those listed in paragraph (b) of this provision, is domestic personal protective equipment.

(2) The Offeror shall list foreign-made domestic personal protective equipment items.

(3) The terms “domestic personal protective equipment,” “foreign-made domestic personal protective equipment,” foreign personal protective equipment,” and “personal protective equipment,” are defined in the clause of this solicitation entitled “Made in America— Personal Protective Equipment.”

(b) Foreign-made Domestic Personal Protective Equipment:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(c) In the event the Department of Homeland Security determines both domestic personal protective equipment and foreign-made domestic personal protective equipment are not available due to nonavailability or unreasonable cost, the Contractor shall comply with the clauses at Federal Acquisition Regulation (FAR) 52.225-1 Buy American – Supplies or 52.225-3 Buy American – Free Trade Agreements – Israeli Trade Act and the provisions at FAR 52.225-2 Buy American Certificate or 52.225-4 Buy American – Free Trade Agreements – Israeli Trade Act Certificate or the clause at FAR 52.225-5 Trade Agreements and the provision at FAR 52.225-6 Trade Agreements Certificate, as applicable. The contracting officer will notify offerors if a nonavailability or unreasonable cost determination is made.

(End of provision)

3052.215-70 Key personnel or facilities. (DEC 2003) (HSAR DEVIATION 26-08)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the
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change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

(End of clause)

Information Technology Security Awareness Training (July 2023) (Deviation 17-03)

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

(b) Security Training Requirements.

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

http://www.dhs.gov/dhs-security-and-training-requirements-contractors. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.
(2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually, and the COR will provide notification when a review is required.

(End of clause)

3052.225-98 Made in America – Personal Protective Equipment. (OCT 2022) Deviation (Number 23-01)

(a) Definitions. As used in this clause—
Component, as applied to an item described in subsection (b) of this clause, means an article, material, or supply incorporated directly into personal protective equipment. Domestic personal protective equipment, as applied to an item described in subsection (b) of this clause, means personal protective equipment, including the materials and components thereof, that is grown, reprocessed, reused, or produced in the United States. Foreign-made domestic personal protective equipment, as applied to an item described in subsection (b) of this clause, means personal protective equipment that is assembled outside the United States containing only materials and components that are grown, reprocessed, reused, or produced in the United States. Foreign personal protective equipment means personal protective equipment other than domestic personal protective equipment or foreign-made domestic personal protective equipment. Personal protective equipment, as applied to an item described in subsection (b) of this clause, means surgical masks, respirator masks and powered air purifying respirators and required filters, face shields and protective eyewear, gloves, disposable and reusable surgical and isolation gowns, head and foot coverings, and other gear or clothing used to protect an individual from the transmission of disease. United States, as applied to an item described in subsection (b) of this clause, means the 50 States, the District of Columbia, and the possessions of the United States.

(b) The Contractor shall deliver only domestic personal protective equipment except to the extent that it specified delivery of foreign-made domestic personal protective equipment in the provision of the solicitation entitled "Made in America Certificate – Personal Protective Equipment.

(c) Order of Precedence. In the event the Department of Homeland Security determines neither domestic personal protective equipment nor foreign-made domestic personal protective equipment are available due to nonavailability or unreasonable cost, the Contractor shall comply with the

clauses at Federal Acquisition Regulation (FAR) 52.225-1 Buy American – Supplies or 52.225-3 Buy American – Free Trade Agreements – Israeli Trade Act and the provisions at FAR 52.225-2 Buy American Certificate or 52.225-4 Buy American – Free Trade Agreements – Israeli Trade Act Certificate or the clause at FAR 52.225-5 Trade Agreements and the provision at FAR 52.225-6 Trade Agreements Certificate, as applicable.

(End of clause)

INVOICE INSTRUCTIONS

Electronic Submission of Payment Requests (FSMS Awards) July 2024

(a) Definitions. As used in these instructions -

(1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must: comply with the requirements
identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included
in this contract. In addition, discount offerings and small business status if available must be stated. If travel was allowable and approved, components in accordance with FAR 31.205-46 must be provided.

(b) Except as provided in paragraph (c) of this clause, the contractor must submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.

(c) The contractor may submit payment requests using a method other than IPP only when the contracting officer authorizes alternate procedures in writing in accordance with Coast Guard procedures.

(d) If alternate payment procedures are authorized, the contractor must include a copy of the contracting
officer's written authorization with each payment request.

(e) IPP enrollment information is at https://www.uscg.mil/fincen/Purchase_Order/.

(f) Receiving Official: **Julian Plaut, email SMB-FORCECOM-049@uscg.mil**

FEDERAL AGENCIES ARE EXEMPT FROM TAXES:

- The Tax Exemption Number for the U.S. Coast Guard is B-239641.
- The Tax Identification Number for the U.S. Coast Guard is 54-6010204.
- A Tax Exemption Certificate may be obtained from the issuing office listed in:
  - Block 9 titled "ISSUED BY" on the SF-1449 or in
  - Block 5 titled "ISSUING OFFICE" on the OF-347.