Attachment IV
Solicitation Provisions

FAR Provisions

The following FAR Provision is hereby incorporated in this solicitation:

FAR 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)

The Offeror must comply with the FAR provisions in the table below that the Contracting Officer has indicated 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:

Incorporated	Provision # and Title	Provision Effective Date
☒	**52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions**	**SEP 2024**
☒	**52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation**	**JAN 2017**
☒	**52.204-7 System for Award Management**	**NOV 2024**
☐	52.204-90 Offeror Identification (DEVIATION 25-19)	AUG 2025
☐	52.207-6 Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts)	AUG 2024
☐	52.209-12 Certification Regarding Tax Matters	OCT 2025
☒	**52.212-1 Instructions to Offerors- Commercial Products and Commercial Services (DEVIATION 25-21)**	**AUG 2025**
☐	52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products	FEB 2021

Incorporated	Provision # and Title	Provision Effective Date
☐	52.222-48 Exemption from Application of the Service Contract Labor Standards for Maintenance, Calibration, or Repair of Certain Equipment-Certification (DEVIATION 26-10)	OCT 2025
☐	52.222-52 Exemption from Application of the Service Contract Labor Standards for Certain Services-Certification (DEVIATION 26-10)	OCT 2025
☐	52.222-56 Certification Regarding Trafficking in Persons Compliance Plan	OCT 2020
☐	52.223-4 Recovered Material Certification	MAY 2008
☐	52.225-2 Buy American Certificate	OCT 2022
☐	52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate (DEVIATION 26-09)	OCT 2025
☐	52.225-6 Trade Agreements-Certificate	FEB 2021
☒	**52.229-11 Tax on Certain Foreign Procurements-Notice and Representation**	**JUN 2020**
☒	**52.233-2 Service of Protest (DEVIATION 25-25)**	**AUG 2025**
☒	**52.240-90 Security Prohibitions and Exclusions Representations and Certifications (DEVIATION 25-23)**	**AUG 2025**

The provision at 52.212-1, INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES is supplemented as follows:

General Instructions:
Offerors shall submit their quotations in accordance with the instructions detailed below. The Government intends to evaluate and make an award in accordance with FAR Part 12. Therefore, Offerors are strongly encouraged to submit their best technical and pricing terms in their initial quotation, as the Government is not obligated to conduct discussions/communications prior to award.

Quotations shall be organized into two separate documents:
a) Volume I - Technical Capability
b) Volume II - Price and Administrative Certifications

Failure to provide the requested information in the format specified may result in the quotation being deemed unacceptable. Offerors should not include Volume I, "Technical Capability", information in Volume II, "Price and Administrative Certifications."

Questions must be emailed to the Contracting Officer, Kerri Dolezal at kerri.l.dolezal@uscg.mil no later than **2:00 pm ET on Wednesday, June 30th, 2026**. Answers will be posted as an amendment to this solicitation.

Paragraph (a), The Offeror must submit an electronic version of their quote in either Microsoft Word or Adobe.pdf format (Volume I) and Microsoft Excel (Volume II) format via email to the

Contracting Officer, Kerri Dolezal at kerri.l.dolezal@uscg.mil no later than **2:00 pm ET on Monday, July 20th, 2026**.

The quote must include the following:

(1) The solicitation number;
(2) The name, address, telephone number of the Offeror;
(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;
(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM));
(6) A statement confirming whether the Offeror's accounting system is structured to include direct travel as a component of their indirect costs (Attachment I Statement of Work § 3.4);
(7) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments; and
(8) A statement confirming the Offeror agrees to hold prices in its offer firm **through 9/30/2026**.

Please note that email size limitations apply. **USCG servers cannot accept individual email transmissions larger than 10MB.** Therefore, please separate quote volumes into separate submissions, and indicate "email 1 of X" when submitting packages. It is up to the Offeror to verify receipt of all emails to ensure the full quote is received.

Volume I – Technical Capability

Offerors must submit a comprehensive technical package that allows the Government to assess the capability of the proposed communication equipment and in-country services. The page limit for Volume I submissions (excluding any cover sheets or Table of Contents) is fifteen (15) pages. Volume I content exceeding 15 pages will not be evaluated. Volume I must include the following:

a) Corporate Experience: The Offeror must submit a description of the length of time the Offeror has provided and trained on the proposed equipment (Attachment I Statement of Work, Appendix A). The Offeror must provide at least two (2) examples of contracts in which this equipment was installed, and Government personnel was trained on its use no earlier than June 2021 (i.e., within the previous five (5) years). Each example must include a point of contact with name, email address, phone number, and role in the contract. Experience with equipment installation and training within the SOUTHCOM area of responsibility, as well as the ability to provide training in both English and Spanish, is preferred.

b) Technical Approach: The Offeror must submit a description of the Offeror's methods, processes, procedures, personnel, and proposed labor categories for managing

Tasks A–E of Attachment I Statement of Work (SOW §§ 4.3–4.7). The Offeror shall explain its approach to fulfilling all SOW requirements, including work performed by the prime contractor and, if applicable, any teaming partners or subcontractors. To assist evaluators, the Offeror must provide the recommended shipping container size, quantity, and packaging materials (CLIN 0007) suitable for the proposed equipment (Attachment I Statement of Work, Appendix A). The Offeror must also confirm possession of an active Defense Base Act (DBA) insurance policy (CLIN 0008) for the in-country work.

c) Schedule: The Offeror must submit a schedule (SOW § 3.3) in calendar days, starting from the Day of Award (Day 0) covering receipt of award through Tasks A-E (§ 4.3-4.7). The schedule must support equipment procurement and includes adequate time for U.S. Government inspection and vendor shipping preparation.

Volume II - Price and Administrative Certifications

a) Pricing Schedule: The Offeror must submit a fully completed Attachment II Pricing Schedule.
   - Completeness: Offerors must provide unit and extended prices for all CLINs (0001–0008), labor categories/grades, labor rates, equipment part numbers, equipment quantities, lead times, and the project schedule in calendar days. Offerors have flexibility to change the labor categories on Tab 2 Labor Detail, and change the Part Numbers on Tab 3 Commercial Equipment to align with their Technical Approach in Volume I. To assist with the evaluation, if the Offeror has an active GSA schedule with the proposed labor categories, the Offeror may note the GSA Schedule number in Attachment II Pricing Schedule, Tab 2 Labor Detail.
   - Formatting: All pricing must be proposed to two (2) decimal places only.

b) Responsibility and Certifications: To facilitate the Contracting Officer's responsibility determination under FAR Subpart 9.1, the Offeror must submit the following:
   - Confirmation of active registration in SAM.gov (include UEI number).
   - Completed representations and certifications, specifically including FAR 52.209-7, and FAR 52.229-11, if not fully updated and accessible within SAM.gov.
   - Any exceptions taken to this solicitation must be clearly spelled out in Volume II. By submission of its quote, the Offeror acknowledges that any exceptions taken to the solicitation risk its quote not earning the contract award.

End of Supplement

The following FAR provisions are hereby incorporated in this solicitation in full text:

FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (NOV 2025) (DEVIATION 25-27)

(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 Page 39 of 465 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)

FAR 52.212-2, EVALUATION – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (AUG 2025) (DEVIATION 25-21)

Paragraph (a) of this provision is deleted in its entirety and replaced with the following:

(a) In accordance with FAR 12.203, the Government will evaluate quotations using comparative evaluation. The evaluation focuses on technical compliance with the SOW, price, and past performance. The Government will not use formal scoring, competitive range determinations, or evaluation plans.

The Government will award a contract resulting from this solicitation to the responsible Offeror whose conforming quotation will be the most advantageous overall value to the Government, considering price and other factors.

Evaluation Process & Timeliness

The Government intends to conduct this acquisition in an efficient and minimally burdensome fashion. The Government will consider all quotations that the agency receives on time. Furthermore, the Contracting Officer will exercise good business judgment in deciding whether to accept a quotation received after the due date or time, in accordance with the solicitation.

Basis for Award / Comparative Evaluation

The Contracting Officer has broad discretion in establishing how to evaluate quotations. The evaluation procedures for this procurement are not subject to FAR Part 15 or FAR Part 14. The Government will evaluate quotes by comparing them directly to one another to determine which quote provides the best overall value. The Contracting Officer does not need to create formal evaluation plans, score quotations, or establish a competitive range before communicating with Offerors or soliciting revised quotations.

While the Government intends to evaluate quotes and make an award without initial communications, the Contracting Officer reserves the right to communicate with Offerors or solicit revised quotations if the Contracting Officer determines it necessary.

The following factors shall be used to evaluate quotes:

Comparative Evaluation	
Evaluation Factor	**Description**
1. Technical Capability	The Government will evaluate the Offeror's technical volume to determine whether it meets or exceeds the requirements outlined in the Statement of Work (SOW). Quotes that exceed the minimum requirements in a way that provides a tangible benefit to the Government may be considered more favorably during the comparative evaluation. The Government will conduct a cross-volume verification to ensure data consistency and accuracy across the Offeror's submission.
2. Past Performance	The Government will evaluate the Offeror's past performance to assess the likelihood of successful contract performance. The Government may use information obtained from other sources (e.g., CPARS, SAM.gov Responsibility / Qualification (R/Q) report, or direct reference checks).
3. Price	The Government will evaluate the total proposed price for reasonableness.

Best Value Determination:
The Contracting Officer will holistically compare Technical Capability, Past Performance, and Price without using rigid weighting systems or adjectival ratings. The Government will award the contract to the Offeror who provides the greatest overall benefit.

Technical Capability			
Sub-Factor	**Evaluation Criteria**	**Acceptability (Minimum Threshold)**	**Comparative Advantage**
Corporate Experience	The Government will evaluate the Offeror's corporate experience in relation to providing and training on the proposed equipment. Evaluators will assess whether at least two (2) examples of contracts were provided where proposed equipment was installed and Government personnel were trained on its use. Only efforts performed on or after June 2021 (within the past five (5) years) will be considered.	The evaluators may reject submissions that contain little to no similarity to providing and training on the proposed equipment, describes less than two (2) reference efforts, or describes reference efforts that were performed prior to June 2021.	The Government may favor equipment installation and training experience within the SOUTHCOM area of responsibility, or experience providing training in both English and Spanish.
Equipment	The Government will evaluate the proposed Commercial Furnished Equipment for compliance with Attachment I Statement of Work, Appendix A. The Offeror must provide a comprehensive equipment list supporting operations in all five (5) installation locations in Attachment I Statement of Work, Appendix B.	The evaluators may reject lists that lack sufficient detail or omit items necessary to restore operations in the five (5) installation locations identified in Attachment I Statement of Work, Appendix B.	The Government may favor a Commercial Furnished Equipment list that demonstrates superior logistical foresight within a reasonable price point as a better value.

Technical Capability			
Schedule	The Government will assess the schedule for realism, logical sequencing, feasibility, and alignment with SOW Section 3.3. The Offeror must format the entire timeline in calendar days, beginning from the Day of Award (Day 0). The schedule must clearly detail Tasks A-E in calendar days.	The evaluators may reject schedules that do not use calendar days, fail to provide a clear schedule for Tasks A-E, present an unrealistic timeline, or lack sufficient milestone detail.	The Government may favor schedules that provide a highly transparent, low-risk timeline, or offer a realistic, expedited delivery schedule without compromising quality as a better value.

Past Performance

The Government will evaluate the Offeror's past performance to assess the risk of unsuccessful contract performance. The Government will review the Offeror's relevant Contractor Performance Assessment Records System (CPARS) records, view the Responsibility/Qualification (R/Q) report from SAM.gov, and may utilize data obtained from other sources.

The Government defines *Relevant* as contracts of a similar nature, scope, and complexity performed within the past five (5) years from the date of this solicitation.

Past Performance Evaluation		
Past Performance Category	**Evaluation Criteria**	**Comparative Advantage**
Acceptability	Offerors must not demonstrate a record of past performance so adverse that it poses a threat of poor performance under this planned award. If an Offeror lacks a record of relevant past performance, the Government will evaluate the Offeror neutrally and will not evaluate them favorably or unfavorably.	The Government will compare the past performance records of acceptable Offerors. The evaluators may consider Offerors demonstrating a history of highly successful, "Very Good," or "Exceptional" performance on relevant contracts as a better value and lower risk than Offerors with merely "Satisfactory" records.

Price

The Government will evaluate the Offeror's completed Attachment II Pricing Schedule. The Government will determine the total evaluated price by adding the extended prices for all Contract Line-Item Numbers (CLINs).

Price Evaluation	
Pricing Factor	**Evaluation Criteria**
Price Reasonableness	The Contracting Officer must determine the proposed price to be fair and reasonable. Whenever possible, the Government intends to base its determination of price reasonableness on a comparison of the competitive quotations. If the Government does not obtain adequate competition, the Contracting Officer reserves the right to utilize other commercial price evaluation techniques.
Completeness	The Offeror must include all unit and extended prices for CLINs 0001-0008, labor categories/grades, labor rates, equipment part numbers, equipment quantities, lead times, and the project schedule in calendar days.
Formatting	Offerors must propose pricing to two decimal places only; the Government will truncate any decimals beyond the hundredth place.
Calculation Verification	The Government will verify that all proposed totals add up correctly. If a discrepancy exists between a unit price and an extended price, the unit price will govern. The Government may deem submissions with incomplete pricing or significant omissions unacceptable and remove them from further consideration.

Responsibility and Certifications (Non-Comparative)
Prior to award, the Contracting Officer must determine the prospective awardee is responsible in accordance with FAR Subpart 9.1. This constitutes a pass/fail compliance check and does not form a part of the comparative evaluation. The Government will verify the Offeror maintains an active registration in SAM.gov without active exclusions, the Offeror is a small business under the size standard of NAICS 334220 through the Offeror's SAM.gov Reps and Certs, and that the Offeror has submitted or completed all required self-certifications (including FAR 52.209-7 and FAR 52.229-11) within SAM.gov. If the Offeror fails to provide required certifications or meet responsibility standards, the Contracting Officer will render the Offeror ineligible for award.

(End of Provision)

FAR 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (JUN 2020).

(a) *Definitions*. As used in this provision-
Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means
(1)A citizen or resident of the United States;
(2)A domestic partnership;

(3)A domestic corporation;

(4)Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5)Any trust if–

(i)A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii)One or more United States persons have the authority to control all substantial decisions of the trust.

(b)Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d)For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1)It [_] is [_] is not a foreign person; and

(2)If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 [__] a full exemption, or [__] partial or no exemption [Offeror shall select one] from the excise tax.

(e)If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1)The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2)The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f)If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g)A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions

relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

HOMELAND SECURITY ACQUISITION REGULATION (HSAR) PROVISIONS

The following HSAR provisions are hereby incorporated into this solicitation in full text with supplements attached as necessary:

3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (JUL 2023)

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

Incorporated	Provision # and Title	Provision Effective Date
☐	3052.216-70 Evaluation of Offers Subject to an Economic Price Adjustment Clause	JUN 2006
☐	3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program	JUN 2006
☒	**3052.247-70 F.O.B. Origin Information**	**DEC 2003**
☒	**3052.247-71 F.O.B. Origin Only**	**DEC 2003**
☐	3052.247-72 F.O.B. Destination Only	DEC 2003

(End of Provision)

(End of HSAR Provisions)

(End of Solicitation Provisions)