# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

*NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.*

1. REQUISITION NUMBER



2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 70Z08426QDL940015

6. SOLICITATION ISSUE DATE: 07/07/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: COLUMBRES, Mr. CHRISTOPHER U

b. TELEPHONE NUMBER *(No collect calls)*

8. OFFER DUE DATE/ LOCAL TIME: 07/17/2026 16:56

9. ISSUED BY — CODE 70Z084

70Z084 - LOG-94 Regional Contracting West
USCG - LOG-94 Regional Contracting West, Coast Guard Island, Bldg 54-C
Alameda, CA, 94501, US

10. THIS ACQUISITION IS
- [x] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- [ ] UNRESTRICTED OR
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
- [ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- [ ] 8(A)
- [x] SET ASIDE: 100 % FOR:

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 423430

SIZE STANDARD:

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) [ ]

13b. RATING

14. METHOD OF SOLICITATION
- [x] REQUEST FOR QUOTE (RFQ)
- [ ] INVITATION FOR BID (IFB)
- [ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO — CODE

See Schedule

16. ADMINISTERED BY — CODE 70Z084

Same As Issuing Office

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

TELEPHONE NUMBER

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER [ ]

18a. PAYMENT WILL BE MADE BY — CODE Z51800

USCG FINANCE CENTER
FINANCE CENTER USCG, 1430A KRISTINA WAY
CHESAPEAKE, VA, 23326-1000, US

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

| 19. ITEM NUMBER | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | See Schedule<br>*(Use Reverse and/or Attach Additional Sheets as Necessary)* | | | | |

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

- [x] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA — [x] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA — [ ] ARE [ ] ARE NOT ATTACHED

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

[ ] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*

31c. DATE SIGNED

| 19. ITEM NUMBER | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | See Schedule | | | | |

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|---|---|---|

| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32f. TELPHONE NUMBER OF AUTHORZED GOVERNMENT REPRESENTATIVE |
|---|---|
| | 32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE |

| 33. SHIP NUMBER | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT | 37. CHECK NUMBER |
|---|---|---|---|---|
| ☐ PARTIAL ☐ FINAL | | | ☐ COMPLETE ☐ PARTIAL ☐ FINAL | |

| STOCK RECORD (S/R) | | 40. PAID BY |
|---|---|---|
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | |

| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | | 42a. RECEIVED BY *(Print)* | |
|---|---|---|---|
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | 41c. DATE | 42b. RECEIVED AT *(Location)* | |
| | | 42c. DATE RECEIVED *(MM/DD/YYYY)* | 42d. TOTAL CONTAINERS |

## TABLE OF CONTENTS:

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## Section II: Continuation of SF1449

| Item Number | Base Item Number | Supplies/Services | Quantity | Unit |
|---|---|---|---|---|
| 0001 | | FENIX 8 47MM SOLAR CARBON GRAY DLC (Part number: 010-02906-10) | 25 | Each |
| Contract Type:Firm Fixed Price | | | | |
| | | | Unit Price | |
| | | | Extended Price | |
| | | | | |
| | Description: | | | |
| | | | | |
| Purchase Requisitions | | | | |
| | | | | |

IDC Type: Not Applicable

| Delivery Date | Delivery Address |
|---|---|
| 8/10/26 | |

## Section III: Contract Clauses

Clauses incorporated by reference

None

Clauses incorporated by full text

-

**Continuation of SF1449 - Block 18b/Invoice Submission**

All invoices from the Contractor shall be submitted electronically IAW FAR 52.232.33, Payment by Electronic Funds Transfer System for Award Management.

You will submit proper invoices associated with this award through the Invoice Processing Platform (IPP) at https://www.ipp.gov/. IPP is a secure web-based electronic invoicing system provided by the U.S. Department of the Treasury's Bureau of the Fiscal Service in partnership with the Federal Reserve Bank of St. Louis (FRSTL). IPP is available at no cost to any commercial vendor or independent contractor doing business with a participating government agency.

**Actions to take:**

If you are already enrolled in IPP:

If your company is already registered to use IPP, you will not be required to re-register and you do not need to contact IPP.

If you are NOT already enrolled in IPP:

The point of contact you provided in your SAM.gov registration will receive two emails from ipp.noreply@mail.eroc.twai.gov . Please note that emails from this email address may filter into your spam or junk folder:

1. The first email will have the IPP Logon ID and a link to the IPP application.

2. A second email, which will be sent within 24 hours of the first email, contains a temporary password.

Once your contact receives these emails, please ensure they log into IPP and complete the registration process. Once registered to use IPP, your company may submit invoices electronically, receive e-mail notifications when requests are paid, view payment history, and access remittance downloads. The e-mail notification of payment is sent when a payment is distributed to your bank account and may in need the following payment information: Date of payment, dollar amount, invoice number, paying agency, payee name, and ACH trace number.

Vendor training materials, including a first-time login tutorial, are available on the https://www.ipp.gov/ website. Once you have logged in to the IPP application, you will have access to user guides that provide step-by-step instructions for all IPP capabilities, ranging from creating and submitting an invoice to setting up email notifications. Live webinars are held monthly and provide a great opportunity to learn the basic of the system and to call in and ask the IPP team questions about the IPP application.

IPP Customer Support is available to assist users of the system and can answer your questions related to accessing IPP or completing the registration process.

- Toll-free number: 866-973-3131

- Email address: IPPCustomerSupport@fiscal.treasury.gov

- Hours of operation: Monday through Friday (excluding bank holidays) from 8:00 am - 6:00 pm ET

A copy of the Invoice and Supporting documentation shall also be e-mailed to the assigned KS and COR prior to or immediately after submitting your invoice to IPP as described above. Failure to do this may result in the delay of payment.

## SECTION II – CONTRACT CLAUSES, TERMS, AND CONDITIONS

### FAR CONTRACT CLAUSES

This section contains contract clauses applicable to this solicitation. Clauses are included in accordance with the Federal Acquisition Regulation (FAR), the Homeland Security Acquisition Regulation (HSAR), Homeland Security Acquisition Manual (HSAM), and current Department of Homeland Security (DHS) class deviations implementing the Revolutionary FAR Overhaul (RFO).

### Incorporation by Reference

Clauses incorporated by reference have 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 full text of FAR clauses is available electronically at https://www.acquisition.gov.

Homeland Security Acquisition Regulation (HSAR): https://www.acquisition.gov/hsar

Revolutionary FAR Overhaul (RFO): https://www.acquisition.gov/far-overhaul

### FAR Clauses Incorporated by Reference

| Clause Number | Title | Date |
|---|---|---|

| | | |
|---|---|---|
| 203-3 | Gratuities | Apr 1984 |
| 52.203-6 Alt I | Restrictions on Subcontractor Sales to the Government. | Jun 2020 |
| 203-7 | Anti-Kickback Procedures | Jun 2020 |
| 52.203-13 | Limitation on Payments to Influence Certain Federal Transaction | Nov 2021 |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. | Jan 2017 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel. | Jan 2011 |
| 52.204-13 | System for Award Management—Maintenance. | Nov 2025 (Deviation) |
| 52.204-14 | Service Contract Reporting Requirements | Oct 2016 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. | Jan 2025 |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters. | Oct 2028 |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations. | Nov 2015 |
| 52.212-4 | Terms and Conditions—Commercial Products and Commercial Services | Nov 2025 (Deviation) |
| 52.219-8 | Utilization of Small Business Concerns. | Nov 2025 (Deviation) |
| 52.219-14 | Limitations on Subcontracting. | Nov 2025 (Deviation) |
| 52.219-28 | Postaward Small Business Program Representation | Jan 2025 |
| 52.222-3 | Convict Labor. | Jun 2003 |
| 52.222-19 | Child Labor-Cooperation with Authorities and Remedies. | Nov 2025 (Deviation) |
| 52.222-35 | Equal Opportunity for Veterans. | Nov 2025 (Deviation) |
| 52.222-36 | Equal Opportunity for Workers with Disabilities. | Nov 2025 (Deviation) |

| | | |
|---|---|---|
| 52.222-37 | Employment Reports on Veterans. | Nov 2025 (Deviation) |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act. | Dec 2020 |
| 52.222-41 | Service Contract Labor Standards. | Aug 2018 |
| 52.222-42 | Statement of Equivalent Rates for Federal Hires. | May 2014 |
| 52.222-44 | Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment. | May 2014 |
| 52.222-50 | Combating Trafficking in Persons. | Nov 2021 |
| 52.222-54 | Employment Eligibility Verification. | Nov 2025 (Deviation) |
| 52.222-55 | Minimum Wages for Contractor Workers Under Executive Order 14026 | Jan 2022 |
| 52.222-62 | Paid Sick Leave Under Executive Order 13706. | Jan 2022 |
| 52-223-2 | Reporting of Biobased Products Under Service and Construction Contracts | Feb 2025 (Deviation) |
| 52.223-3 | Hazardous Material Identification and Material Safety Data | Oct 2025 (Deviation) |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | May 2024 |
| 52.223-9 | Estimate of Percentage of Recovered Material Content for EPA-Designated Items | May 2028 |
| 52.223-11 | Ozone-Depleting Substances. | Nov 2025 (Deviation) |
| 52.223-12 | Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. | Nov 2025 (Deviation) |
| 52.223-23 | Sustainable Products. | Nov 2025 (Deviation) |
| 52.224-3 | Privacy Training | Jan 2017 |
| 52.225-1 | Buy American-Supplies | Oct 2022 |
| 52.226-8 | Encouraging Contractor Policies to Ban Text Messaging While Driving. | May 2014 |
| 52.228-5 | Insurance-Work on Government Installation | Jan 1997 |

| | | |
|---|---|---|
| 52.229-3 | Federal, State and Local Taxes | Feb 2013 |
| 52.229-12 | Tax on Certain Foreign Procurements. | Feb 2021 |
| 52.232-1 | Payments | Apr 1984 |
| 52.232-39 | Unenforceability of Unauthorized Obligations | Jun 2013 |
| 52.232-33 | Payment by Electronic Funds Transfer-System for Award Management. | Oct 2018 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors. | March 2023 |
| 52.233-1 | Disputes | Nov 2025 (Deviation) |
| 52.233-3 | Protest after Award. | Nov 2025 (Deviation) |
| 52.233-4 | Applicable Law for Breach of Contract Claim. | Nov 2025 (Deviation) |
| 52.237-3 | Continuity of Services | Jan 1991 |
| 52.240-91 | Security Prohibitions and Exclusions. | Deviation (Nov 2025) |

## Additional Full Text FAR Clauses

**FAR Clause 52.203-17 Contractor Employee Whistleblower Rights (Apr 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.

**FAR Clause 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEVIATION (JUL 2024)**

(a) *Definitions.* As used in this clause-

*Kaspersky Lab covered article* means any hardware, software, or service that–

(1) Is developed or provided by a Kaspersky Lab covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab covered entity.

*Kaspersky Lab covered entity* means–

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition*. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115- 91) prohibits Government use of any Kaspersky Lab covered article. The Contractor is prohibited from—

(1) Providing any Kaspersky Lab covered article that the Government will use on or after October 1, 2018; and

(2) Using any Kaspersky Lab covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

(1) 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.

(2) The Contractor shall report the following information pursuant to paragraph (c) (1) of this clause:

(i) Within 3 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a Kaspersky Lab covered article, any reasons that led to the use or submission of the Kaspersky Lab covered article, and any additional efforts that will be incorporated to prevent future use or submission of Kaspersky Lab covered articles.

(d) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

**FAR Clause 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (DEVIATION) (DEC 2020)**

(a) Definitions. As used in this clause-

"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 foreign country" means The People's Republic of China. "Covered telecommunications equipment or services" means-

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and

other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Critical technology" means-

(l) 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 of2018 (50 U.S.C. 4817).

"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., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

"Reasonable inquiry" means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

"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.

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(l)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. The Contractor is prohibited from providing to the Government any equipment, system, or service 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(l)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, 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 the information in paragraph (d)(2) of this clause in writing via email to the Contracting Officer, Contracting Officer's Representative, and the Network Operations Security Center (NOSC) 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 NOSC, 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.clod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(l) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

**FAR Clause 52.222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026) (DEVIATION 26-10, Revision 2) (effective April 27, 2026)**

(a) Definitions. As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

**FAR 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 Federal Acquisition Regulation (48 CFR Chapter 30 clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**HSAR Clause 3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items (Jul 2023)**

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

| Clause Number | Title | Date |
|---|---|---|
| | | |

| | | |
|---|---|---|
| 3052.205-70 | Advertisements, Publicizing Awards, and Releases | Sep 2012 |
| 3052.209-70 | Prohibition on Contracts with Corporate Expatriates | Jun 2006 |
| 3052.222-70 | Strikes or Picking Affecting Timely Completion of the Contract Work | Dec 2003 |
| 3052.228-70 | Insurance | Dec 2003 |
| 3052.242-72 | Contracting Officer's Technical Representative | Dec 2003 |



## Section IV: List of Documents, Exhibits, and other Attachments

None

## Section V: Solicitation Provisions

None

Clauses incorporated by reference

None

Clauses incorporated by full text

None