3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items. (JULY 2023) (HSAR DEVIATION 25-09) (Effective November 3, 2025)

The clauses and provisions contained herein are applicable to any order awarded as a result of this solicitation. The terms and conditions set forth herein supersede all other terms and conditions. Acceptance of the order in accordance with (IAW) FAR 12.201 constitutes acceptance of all terms and conditions contained herein.

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

This Provision applies to this acquisition and paragraph (c) is tailored with the following addendum: (c) Period for Acceptance of Offers - The offeror agrees to hold the prices in its offer firm for **120** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

Evaluation Criteria

The provision at FAR 52.212-2 Evaluation of Commercial Items is not applicable to this solicitation. IAW FAR 6.103-1 this order is expected to be awarded on a sole source basis to Palomar Products Inc (Cage Code 00816). Due to the sole source nature of this acquisition, the basis for award rests with the determination of fair and reasonable pricing and an affirmative responsibility determination. Should the Government receive offers from responsible sources other Palomar Products Inc (Cage Code 00816), the offers will be evaluated on lowest priced, technically acceptable (LPTA) offeror representing the best value to the Government.

Technical Acceptability: Technical Acceptability will be evaluated to determine an overall rating of "acceptable" or "unacceptable". Technical Acceptability will be evaluated on the ability of the Original Equipment Manufacturer (OEM) to provide new manufactured commercial items. The United States Coast Guard (USCG) requires the following items on a sole source basis.

Item	NSN	Part Number	Nomenclature	Manufacturer
1	1680-01-HS3-3084	1188200-115	Digital Crew Unit	Palomar Products Inc (Cage Code 00816)

Price: The contractor shall provide pricing as requested. Any quantity price discounts and discounts for prompt payment should be included in this section. The offeror's quotation will be evaluated using one or more of the techniques defined in FAR 12.203, in order to determine if it is fair and reasonable.

Evaluation Method: Only the lowest priced offer will be evaluated for Technical Acceptability. Should the lowest priced offer not receive an acceptable technical or past performance rating, the process will continue in order of lowest priced offer until the lowest priced, technically acceptable offer is identified.

Full Text Provisions

52.209-7 Information Regarding Responsibility Matters (DEVIATION 25-27) Nov 2025

(a) Definitions. As used in this provision—

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).
(b) The offeror □ has □ does not have current active Federal contracts and grants with total value greater than $10,000,000.
(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
(i) In a criminal proceeding, a conviction.
(ii) In a civil proceeding, a finding of fault and liability that results in the payment 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)

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

(a) The Government will not enter into a contract with any corporation that—
(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
(b) The Offeror represents that–
(1) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(2) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.233-2 Service of Protest (DEVIATION 25-25) **Aug 2025**

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.
(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications (DEVIATION 20-05) Nov 2025

(a) *Definitions.* As used in this provision-—

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.

(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(2) *FASCSA Orders*.

(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications*.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) *Disclosure*.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);
(vii) Whether alternative products or services are available that would be compliant with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions undertaken or recommended.
(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:
(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.
(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.
(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

52.252-5 Authorized Deviations in Provisions Nov 2020

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(End of provision)

52.252-1 Solicitation Provisions Incorporated by Reference Feb 1998

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

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

☒ 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions SEP 2024

☒ 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation JAN 2017

☒ 52.204-7 System for Award Management – Registration AUG 2025 (FAR DEVIATION 25-19)

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

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

☒ 52.212-1 Instructions to Offerors - Commercial Products and Commercial Services AUG 2025 (DEVIATION 25-21)

☐ 52.217-5 Evaluation of Options SEPT 2025 (DEVIATION 25-36)

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

☐ 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products FEB 2021

☐ 52.222-48 Exemption from Application of the Service Contract Labor Standards for Maintenance, Calibration, or Repair of Certain Equipment–Certification OCT 2025 (FAR DEVIATION 26-10)

☐ 52.222-52 Exemption from Application of the Service Contract Labor Standards for Certain Services-Certification OCT 2025 (FAR DEVIATION 26-10)
☐ 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan OCT 2020
☒ 52.225-2 Buy American Certificate OCT 2022
☐ 52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate OCT 2025 (FAR DEVIATION 26-09)
☐ 52.225-6 Trade Agreements-Certificate FEB 2021
☐ 52.225-20 [Reserved (OCT 2025) (DEVIATION 26-09)] (effective November 28, 2025)
☐ 52.225-25 [Reserved (OCT 2025) (DEVIATION 26-09)] (effective November 28, 2025)
☐ 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation JUN 2020

3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items (HSAR DEVIATION 25-09) (Effective November 3, 2025) Jul 2023
The Contractor agrees to comply with any provisions that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein.

☐ **3052.219-72**	**Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program**	**Jun 2006**
☐ **3052.247-72**	**F.O.B. Destination Only**	**Dec 2003**

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

<u>Addendum</u>

Requirements:

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

   USCG Aviation Logistics Center
   Receiving Section, Bldg 63
   1664 Weeksville Road
   Elizabeth City, NC 27909

2. F.O.B. Destination - Prices in the schedule include all applicable customs, duties, taxes and shipping charges; therefore, no additional charges for shipping will be allowed unless a bilateral modification is completed.

3. Inspection and acceptance of material under this order shall be performed at destination by local USCG personnel to ensure that items are IAW manufacturer's specifications and will consist of count and condition only. NOTE: All serial number tracked items will be inspected and accepted by local USCG Quality Assurance personnel.

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

Material Inspection and Receiving Report (MRR):
At the time of each delivery, the contractor shall prepare and furnish a properly completed DD Form 250, MRR or commercial shipping document. The shipping document shall include the National Stock Number (NSN), Part Number (P/N), Serial Number (S/N), Quantity, Contract/Order Number, and Line Item Number. One copy of the shipping document shall be firmly affixed to the outside of the shipping container and one copy packed with the item.

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Packing, Marking and Preservation:
The contractor shall comply with ASTM-D3951-15 (December 1, 2015), Standard Practice for Commercial Packaging. Packaging, packing and preservation shall be in accordance with best commercial practices to enable shipment to destination and transshipment to USCG Air Stations without repackaging or damage during shipment and/or handling. Unless otherwise specified, all items shall be individually packaged and labeled. Packaging material shall not consist of popcorn, shredded paper, Styrofoam of any kind or peanut style packaging. The internal packaging material shall be sufficient to prevent damage during shipment, handling, and storage. The internal protection must be sufficient to prevent corrosion, deterioration or decay during warehouse storage.

Noncompliance of Packaging, Marking and Preservation:
The Contracting Officer shall notify the contractor when packaging, marking, and preservation discrepancies require corrective action. Potential actions include:

i. Return items to the contractor for repackaging at the contractor's expense (round trip)
ii. USCG correction of discrepancies at the contractor's expense. The Contracting Officer shall execute a unilateral contract/order modification to recoup costs borne by the USCG.

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

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

2. The Contractor's Quality Control Manual (QCM) shall address in detail the contractor's risk management, test, inspection, non-conforming product and counterfeit/suspect parts processes. The contractor shall provide a copy of the QCM upon the Government's request.

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

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

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

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

Warranty:
The contractor's standard commercial warranty will suffice for this requirement.

Contractor must provide the following documentation if selected:

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

☒ **Certificate of Conformance** in accordance with FAR 52.246-15 shall be required for all items provided on this order. The COC must include the National Stock Number, Part Number, Serial Number, and Task Order Number and must be signed by the Contractor's authorized representative.

☐ PMA documentation required.

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

Payment Instructions:

1. The Contractor's invoice shall be submitted IAW FAR 52.212-4 to the designated billing office for payment as noted below. The Contractor is HIGHLY encouraged to submit invoices electronically to:

   ALC-Fiscal@uscg.mil.
   Chief, Fiscal Branch
   USCG ALC
   Fiscal Branch, Bldg. 63
   1664 Weeksville Road
   Elizabeth City, NC 27909
   Purchase Order:

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

FAR Full Text Clauses

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

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

(End of clause)

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

(a) *Definitions*. As used in this clause-
Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.
Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.
(b) In connection with the performance of work under this contract, the Contractor agrees as follows:
(1) The Contractor will not engage in any racially discriminatory DEI activities;
(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

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

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

(End of clause)

52.223-23 Sustainable Products (DEVIATION 26-12, REV 1) Oct 2025

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

Sustainable product means—

(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products).

(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/eere/femp/search-energy-efficient-products, https://www.energystar.gov/products?s=mega, and https://www.energy.gov/femp/low-standby-power-product-list).

(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) (https://www.biopreferred.gov/).

(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables).

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

(1) Delivered to the Government;

(2) Furnished for use by the Government;

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

(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

(End of clause)

52.252-6 Authorized Deviations in Clauses Nov 2020

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

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

(End of clause)

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

(a) Definitions. As used in this clause—

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118- 31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 7 of 17

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

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

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

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*FASC-prohibited unmanned aircraft sys*tem means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity. Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 8 of 17

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the

executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—
(i) Of that equipment; or
(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;
(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but
(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following— Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 9 of 17
(1) The Office of the Director of National Intelligence;
(2) The Central Intelligence Agency;
(3) The National Security Agency;
(4) The Defense Intelligence Agency;
(5) The National Geospatial-Intelligence Agency;
(6) The National Reconnaissance Office;
(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
(9) The Bureau of Intelligence and Research of the Department of State;
(10) The Office of Intelligence and Analysis of the Department of the Treasury;
(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—
(1) Is developed or provided by a Kaspersky Lab-covered entity;
(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or
(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—
(1) Kaspersky Lab;
(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";
(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—
(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.
Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.
Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.
Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.
Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.
Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).
Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).
(b) *Prohibitions on providing or using specific products or services in performance of contract.* Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));
(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));
(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—
    (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
    (ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) *Prohibition.* The Contractor is prohibited from—
    (i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);
    (ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118- 31); and
    (iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).
(2) *Procedures.* The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.
(3) *Exemptions, exceptions, and waivers.* The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.

(1) Certain telecommunications and video surveillance equipment, systems, or services.
(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).
(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—
(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or
(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
(2) Office of Foreign Assets Control Restrictions.
(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 13 of 17 Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.
(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/speciallydesignated-nationals-and-blocked-persons-list-sdn-human-readable-lists.
(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-controlsanctions-programs-and-information.
(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.
(3) Sudan prohibition. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).
(4) Iran prohibitions.
(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).
(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).
(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25). Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 14 of 17
(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $10,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).
(e) Governmentwide exclusion and removal orders.
(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:
(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.
(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.
(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) Reasonable inquiry. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) Removal of prohibited products and services. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) General report.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 15 of 17 Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:
(i) Contract number and order number, if applicable;
(ii) The specific prohibition the product or service is not complying with;
(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);
(vii) Whether alternative products or services are available that would comply with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:
(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.
(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report*.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:
(i) Contract number and order number, if applicable;
(ii) Name of the covered article or source subject to a FASCSA order;
(iii) The specific FASCSA order the product or service does not comply with;
(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

52.242-13 Bankruptcy Jul 1995

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.252-2 Clauses Incorporated by Reference FEB 1998

This solicitation incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of the clause may be accessed electronically at Internet address http://acquisition.gov/far/index.html.

(End of Clause)

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

☒ 52.203-6 Restrictions on Subcontractor Sales to the Government JUN 2020
☒ Alternate I NOV 2021
☐ 52.203-13 Contractor Code of Business Ethics and Conduct NOV 2021
☒ 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements JAN 2017
☐ 52.204-9 Personal Identity Verification of Contractor Personnel JAN 2011
☒ 52.204-13 System for Award Management Maintenance AUG 2025 (DEVIATION 25-19)
☒ 52.204-19 Incorporation by Reference of Representation and Certifications DEC 2014
☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment NOV 2025 (DEVIATION 25-27)

☒ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters NOV 2025 (DEVIATION 25-27)
☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations NOV 2025 (DEVIATION 25-27)
☒ 52.212-4 Contract Terms and Conditions – Commercial Products and Commercial Services AUG 2025 (DEVIATION 25-21) (effective November 28, 2025)
    ☐ Alternate 1AUG 2025 (DEVIATION 25-21)
☐ 52.219-6 Notice of Total Small Business Set-Aside OCT 2025 (FAR DEVIATION 26-03)
    ☐ Alt I of 52.219-6 MAR 2020
☒ 52.219-8 Utilization of Small Business Concerns OCT 2025 (FAR DEVIATION 26-03)
☒ 52.219-9 Small Business Subcontracting Plan OCT 2025 (FAR DEVIATION 26-03)
    ☐ Alternate I of 52.219-9 OCT 2025 (FAR DEVIATION 26-03)
    ☐ Alternate II of 52.219-9 OCT 2025 (FAR DEVIATION 26-03)
    ☐ Alternate III of 52.219-9 OCT 2025 (FAR DEVIATION 26-03)
    ☐ Alternate IV of 52.219-9 OCT 2025 (FAR DEVIATION 26-03)
☐ 52.219-14 Limitations on Subcontracting OCT 2025 (FAR DEVIATION 26-03)
☐ 52.219-16 Liquidated Damages—Subcontracting Plan OCT 2025 (FAR DEVIATION 26-03)
☐ 52.219-33 Nonmanufacturer Rule OCT 2025 (FAR DEVIATION 26-03)
☒ 52.222-3 Convict Labor JUN 2003
☒ 52.222-19 Child Labor—Cooperation with Authorities and Remedies APR 2026 (DEVIATION 26-10, Revision 1) (effective April 3, 2026)
☒ 52.222-35 Equal Opportunity for Veterans OCT 2025 (FAR DEVIATION 26-10)
    ☐ Alt I of 52.222-35 JUL 2014
☒ 52.222-36 Equal Opportunity for Workers with Disabilities OCT 2025 (FAR DEVIATION 26-10)
    ☐ Alt I of 52.222-36 JUL 2014
☒ 52.222-37 Employment Reports on Veterans OCT 2025 (FAR DEVIATION 26-10)
☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act DEC 2010
☐ 52.222-41 Service Contract Labor Standards AUG 2018
☐ 52.222-42 Statement of Equivalent Rates for Federal Hires MAY 2014
☐ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) AUG 2018
☐ 52.222-44 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment MAY 2014
☐ 52.222-49 Service Contract Labor Standards-Place of Performance Unknown May 2014
☒ 52.222-50 Combating Trafficking in Persons NOV 2021
    ☐ Alt I of 52.222-50 OCT 2025 (FAR DEVIATION 26-10)
☐ 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements MAY 2014
☐ 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements OCT 2025 (FAR DEVIATION 26-10)
☒ 52.222-54 Employment Eligibility Verification OCT 2025 (FAR DEVIATION 26-10)
☐ 52.222-62 Paid Sick Leave Under Executive Order 13706 JAN 2022
☐ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons OCT 2025 (FAR DEVIATION 26-12)
☐ 52.223-12 Maintenance OCT 2025 (FAR DEVIATION 26-12)
☐ 52.223-20 [Reserved (OCT 2025) (DEVIATION 26-12)] (effective November 28, 2025)
☐ 52.223-21 [Reserved (OCT 2025) (DEVIATION 26-12)] (effective November 28, 2025)
☐ 52.224-3 Privacy Training MAR 2026 (FAR DEVIATION 17-03 REVISION 2)
    ☐ Alt I of 52.224-3 MAR 2026 (FAR DEVIATION 17-03 REVISION 2)

☒ 52.225-1 Buy American-Supplies OCT 2025 (FAR DEVIATION 26-09)
  ☐ Alt I of 52.225-1 OCT 2022
☐ 52.225-3 Buy American-Free Trade Agreements-Israeli Trade Act OCT 2025 (FAR DEVIATION 26-09)
  ☐ Alt II of 52.225-3 OCT 2025 (FAR DEVIATION 26-09)
  ☐ Alt III of 52.225-3 OCT 2025 (FAR DEVIATION 26-09)
  ☐ Alt IV of 52.225-3 OCT 2022
☐ 52.225-5 Trade Agreements Nov 2023
☐ 52.225-8 Duty Free Entry Oct 2010
☐ 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission outside the United States May 2020
☐ 52.225-26 Contractors Performing Private Security Functions Outside the United States Oct 2016
☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside Nov 2007
☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area NOV 2007
☒ 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving MAY 2024
☐ 52.229-12 Tax on Certain Foreign Procurements FEB 2021
☐ 52.232-30 Installment Payments of Commercial Products and Commercial Services NOV 2021
☒ 52.232-33 Payment by Electronic Funds Transfer—System for Award Management OCT 2018
☐ 52.232-34 Payment by Electronic Funds Transfer—Other than System for Award Management JUL 2013
☐ 52.232-36 Payment by Third Party OCT 2025 (FAR DEVIATION 26-13)
☒ 52.232-40 Providing Accelerated Payments to Small Business Subcontractors MAR 2023
☒ 52.233-3 Protest After Award AUG 2025 (FAR DEVIATION 25-25)
☒ 52.233-4 Applicable Law for Breach of Contract Claim AUG 2025 (FAR DEVIATION 25-25)
☒ 52.244-6 Subcontracts for Commercial Products and Commercial Services APR 2026 (DEVIATION 26-10, Revision 2) (effective April 27, 2026)
☐ 52.245-1 Government Property SEP 2021
  ☐ Alternate I APR 2012
☒ 52.246-15 Certificate of Conformance APR 1984
☐ 52.247-29 F.O.B. Origin FEB 2006
☒ 52.247-34 F.O.B. Destination JAN 1991
☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels NOV 2021
  ☐ Alt I of 52.247-64 APR 2003
  ☐ Alt II of 52.247-64 NOV 2021

3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items (HSAR DEVIATION 25-09) (Effective November 3, 2025) **Jul 2023**

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

☒ **3052.203-70**	**Instructions for Contractor Disclosure of Violations**	**Sep 2012**
☒ **3052.205-70**	**Advertisement, Publicizing Awards, and Releases**	**Sep 2012**
☐ **3052.222-90**	**Local Hire (USCG)**	**Jun 2006**
☒ **3052.249-90**	**Contract termination (USCG)**	**Mar 2023**