Contact Type and Federal Supply Schedule

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in RFO Part 12, as supplemented with additional information included in thus notice. This announcement constitutes the only solicitation; quotes are being requested.

The Federal Emergency Management Agency (FEMA) is issuing a Request for Quote (RFP) under the RFO Part 12 *Acquisition of Commercial Products and Commercial Services*. The solicitation documents and incorporated provisions and clauses are those in effect through the Federal Acquisition Regulation. The Government anticipated awarding a Firm Fixed Price (FFP) Purchase Order to the contractor that demonstrates best value to the Government.

SECTION B: REQUIREMENT

FEMA requires the removal and disposal of all damaged racking and purchase and install new racking and existing wire decks in support of the Federal Emergency Management Agency (FEMA) emergency response mission at DC Fort Worth.

B.1 Description

See Attachment 1 – Statement of Work (SOW)

B.2 Period of Performance

The Period of Performance will be ninety (90) days from date of award.

B.3 Place of Performance

Delivery destination will be FEMA DC Fort Worth

501 W. Felix Street, Bldg. #12,
Fort Worth, TX 76115

Hours of Performance: The contractor shall schedule all delivery activities with the Contracting Officer's Representative (COR) and Facility supervisors,

Point of Contact: Government POC shall be provided upon contract award.
In case of inclement weather not permitting arrival of participants, the Government reserves the right to make one adjustment to the period of performance with advanced notice.

All referenced RFO and HSAR provisions and clauses may be accessed electronically at https://www.acquisition.gov/far-overhaul/far-part-deviation-guide

B.4 Site Visit

A site visit is available upon request. Due date and time of request is Wednesday, August 12, 2026, at 3:00PM E.T. Site visit requests shall be submitted to Edward Ruud at Edward.ruud@fema.dhs.gov.

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B.5 Identification of Government Officials

The Government Officials assigned to this contract are as follows:

Administrative Contracting Officer:
Name: Edward Ruud
Email: Edward.Ruud@Fema.dhs.gov

Contracting Officer's Representative:
Name: To be provided upon award
Email:

B.6 Invoice Approval (JUN 2014)

The following FEMA individual (in addition to the Contracting Officer) is hereby delegated authority to accept goods and services and to review and approve invoices for this contract:

Authorized Invoice Approver:
Name: TBD
Title: Contracting Officer's Representative
Email:

SECTION C: CONTRACT CLAUSES

C.1 RFO 52.252-2 Clauses Incorporated By Reference (Feb 1998)

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

HSAR Number	Title	Date
3052.211-70	Index for Specifications	Dec 2003
3052.212-70	Contract terms and Conditions Applicable to DHS Acquisitions and Commercial Items	Jul 2023
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work	Dec 2003
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility	Dec 2003
3052.242-72	Contracting Officer's Representative	Dec 2003
RFO Number	**Title**	**Date**
52.202-1	Definitions	Jun 2020
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-7	Anti-Kickback Procedures	Jun 2020

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52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May 2014
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	Nov 2023
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statement-Representations	Jan 2017
52.204-7	System for Award Management	Nov 2024
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.207-6	Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contract)	Aug 2024
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations – Representation (Nov 2025) (Deviation 25-27) (effective November 28, 2025)	Nov 2025
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2025) (Deviation 25-27) (effective November 28, 2025)	Nov 2025
52.211-5	Material Requirement	Aug 2000
52.212-1	Instructions to Offerors – Commercial Products and Commercial Services (Aug 2025) (Deviation 25-21) (effective November 28, 2025)	Nov 2025
52.229-11	Tax on Certain Foreign Procurements – Notice and Representation	Jun 2020
52.232-1	Payments	Apr 1984
52.232-33	Payment of Electronic Funds Transfer-System for award Management	Oct 2018
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.233-1	Disputes (Aug 2025) (Deviation 25-25) (effective November 3, 2025)	Nov 2025
52.243-1	Changes-Fixed-Price (June 2025) (Deviation 25-09)	Jun 2025

C.2 Local Clause

The Contractor will not use or deploy the use of Artificial Intelligence, as defined by 15 U.S.C. 9401(3), unless expressly authorized by the Contracting Officer.

The term ‘‘artificial intelligence’’ means a machine-based system that can, for a given set of human-defined objectives, make predictions, recommendations or decisions influencing real or virtual environments.

Artificial intelligence systems use machine and human-based inputs to –

• perceive real and virtual environments;

• abstract such perceptions into models through analysis in an automated manner; and

• use model inference to formulate options for information or action.

(End of Local clause)

C.3 HSAR 3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items (JUL 2023) (HSAR Deviation 25-09) (effective November 28, 2025)

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

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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: [The Contracting Officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The Contracting Officer may add the date of the provision or clause if desired for clarity.]

(a) Provisions.

____3052.216–70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.

____3052.219–72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

____3052.247–70 F.o.B. Origin Information.

____Alternate I

____Alternate II

____3052.247–71 F.o.B. Origin Only.

__X__3052.247–72 F.o.B. Destination Only.

(b) Clauses.

____3052.203–70 Instructions for Contractor Disclosure of Violations.

__X__3052.205–70 Advertisement, Publicizing Awards, and Releases.

____Alternate I

____3052.209–72 Organizational Conflicts of Interest.

__X__3052.209–73 Limitation on Future Contracting.

____3052.215–70 Key Personnel or Facilities.

____3052.216–71 Determination of Award Fee.

____3052.216–72 Performance Evaluation Plan.

____3052.216–73 Distribution of Award Fee.

____3052.217–91 Performance. (USCG)

____3052.217–92 Inspection and Manner of Doing Work. (USCG)

____3052.217.93 Subcontracts. (USCG)

____3052.217.94 Lay Days. (USCG)

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____3052.217–95 Liability and Insurance. (USCG)

____3052.217–96 Title. (USCG)

____3052.217.97 Discharge of Liens. (USCG)

____3052.217–98 Delays. (USCG)

____3052.217–99 Department of Labor Safety and Health Regulations for Ship Repair. (USCG)

____3052.217–100 Guarantee. (USCG)

____3052.219–71 DHS Mentor Protégé Program.

_X__3052.228–70 Insurance.

____3052.228–90 Notification of Miller Act Payment Bond Protection. (USCG)

____3052.228–91 Loss of or Damage to Leased Aircraft. (USCG)

____3052.228.92 Fair Market Value of Aircraft. (USCG)

____3052.228–93 Risk and Indemnities. (USCG)

____3052.236–70 Special Provisions for Work at Operating Airports.

_X__3052.242–72 Contracting Officer's Representative.

_____ Alternate I

_____ Alternate II

_____ 3052.240-72 Safeguarding of Controlled Unclassified Information.

_____ Alternate I

_____ 3052.240-72 Notification and Credit Monitoring Requirements for Personally Identifiable Information Incidents.

_____ 3052.242-72 Contracting Officer’s Representative.

___ 3052.249–90 Contract Termination (USCG).

(End of clause)

C.4 RFO 52.240-91 Security Prohibitions and Exclusions (Aug 2025) (Deviation 25-23) (effective November 3,

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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);

(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.

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Critical technology means—

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

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

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

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

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

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

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

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

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

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.

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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—

(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

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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.

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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

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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, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a

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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/policyissues/office-of-foreign-assets-control-sanctions-programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidatedscreening-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).

(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:

[1] In this document, citations to Revolutionary FAR Overhaul (RFO) Part 12, RFO Part 16, and RFO Part 19 are citations specifically to Federal Acquisition Regulation (FAR) Class Deviation 25-21, Rev. 1 for FAR Part 12, FAR Class Deviation 26-04, Rev. 1 for FAR Part 16, FAR Class Deviation 26-03, Rev. 1 for FAR Part 19, and FAR Class Deviation 25-23, Rev. 1 for FAR Part 40, which were issued as part of the Revolutionary FAR Overhaul (RFO), which was implemented in response to Executive Order 14275, Restoring Common Sense to Federal Procurement, signed April 15, 2025.

(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 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));

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(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.

[1] In this document, citations to Revolutionary FAR Overhaul (RFO) Part 12, RFO Part 16, and RFO Part 19 are citations specifically to Federal Acquisition Regulation (FAR) Class Deviation 25-21, Rev. 1 for FAR Part 12, FAR Class Deviation 26-04, Rev. 1 for FAR Part 16, FAR Class Deviation 26-03, Rev. 1 for FAR Part 19, and FAR Class Deviation 25-23, Rev. 1 for FAR Part 40, which were issued as part of the Revolutionary FAR Overhaul (RFO), which was implemented in response to Executive Order 14275, Restoring Common Sense to Federal Procurement, signed April 15, 2025.

(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)

C.5 RFO 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (Aug 2025) (Deviation 25-23) (effective November 3, 2025)

(a) Definitions. As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information—

(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but

(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information necessary to process payments).

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

[1] In this document, citations to Revolutionary FAR Overhaul (RFO) Part 12, RFO Part 16, and RFO Part 19 are citations specifically to Federal Acquisition Regulation (FAR) Class Deviation 25-21, Rev. 1 for FAR Part 12, FAR Class Deviation 26-04, Rev. 1 for FAR Part 16, FAR Class Deviation 26-03, Rev. 1 for FAR Part 19, and FAR Class Deviation 25-23, Rev. 1 for FAR Part 40, which were issued as part of the Revolutionary FAR Overhaul (RFO), which was implemented in response to Executive Order 14275, Restoring Common Sense to Federal Procurement, signed April 15, 2025.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements*.

(1) *Basic requirements.* The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

[1] In this document, citations to Revolutionary FAR Overhaul (RFO) Part 12, RFO Part 16, and RFO Part 19 are citations specifically to Federal Acquisition Regulation (FAR) Class Deviation 25-21, Rev. 1 for FAR Part 12, FAR Class Deviation 26-04, Rev. 1 for FAR Part 16, FAR Class Deviation 26-03, Rev. 1 for FAR Part 19, and FAR Class Deviation 25-23, Rev. 1 for FAR Part 40, which were issued as part of the Revolutionary FAR Overhaul (RFO), which was implemented in response to Executive Order 14275, Restoring Common Sense to Federal Procurement, signed April 15, 2025.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal departments and agencies relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products, other than commercially available off-the-shelf items, or commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

SECTION D: CONTRACT DOCUMENTS

Attachments	
Attachment 1	Statements of Work (SOW)
Attachment 2	Pricing Schedule (FILL IN)

SECTION E: SOLICITATION PROVISIONS

E.1 52.212-1 Instructions to Offerors – Commercial Products and Commercial Services (Aug 2025) (Deviation 25-21) (effective November 28, 2025)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;
(2) The name, address, telephone number of the Offeror;
(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;
(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and
(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers*.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

[1] In this document, citations to Revolutionary FAR Overhaul (RFO) Part 12, RFO Part 16, and RFO Part 19 are citations specifically to Federal Acquisition Regulation (FAR) Class Deviation 25-21, Rev. 1 for FAR Part 12, FAR Class Deviation 26-04, Rev. 1 for FAR Part 16, FAR Class Deviation 26-03, Rev. 1 for FAR Part 19, and FAR Class Deviation 25-23, Rev. 1 for FAR Part 40, which were issued as part of the Revolutionary FAR Overhaul (RFO), which was implemented in response to Executive Order 14275, Restoring Common Sense to Federal Procurement, signed April 15, 2025.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:
(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.
(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.
(4) A summary of the rationale for award.
(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.
(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

E.2 52.212-2 Evaluation – Commercial Products and Commercial Services (Aug 2025) (Deviation 25-21) (effective November 28, 2025)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

Factor 1: Statement of Work Specification
Factor 2: Delivery Timeframe
Factor 3: Price

[1] In this document, citations to Revolutionary FAR Overhaul (RFO) Part 12, RFO Part 16, and RFO Part 19 are citations specifically to Federal Acquisition Regulation (FAR) Class Deviation 25-21, Rev. 1 for FAR Part 12, FAR Class Deviation 26-04, Rev. 1 for FAR Part 16, FAR Class Deviation 26-03, Rev. 1 for FAR Part 19, and FAR Class Deviation 25-23, Rev. 1 for FAR Part 40, which were issued as part of the Revolutionary FAR Overhaul (RFO), which was implemented in response to Executive Order 14275, Restoring Common Sense to Federal Procurement, signed April 15, 2025.

Order of Importance: Factor 1, Technical Approach, and specifications is the most important factor, and more important than Factor 2, as delivery may be flexible based on backorder.

(b) *Options (if applicable)*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

I. QUOTE INSTRUCTIONS

All questions must be submitted by NLT 03:00 PM ET on August 11, 2026 to Edward Ruud at Edward.ruud@fema.dhs.gov. Questions and requests after deadline will not be accepted.

Technical and Non-Technical (Price) quotes must be submitted by NLT 12:00 PM ET on August 17, 2026 to Edward Ruud at Edward.ruud@fema.dhs.gov.

Points of Contact:
(1) Edward Ruud, Contracting Officer - Email: Edward.Ruud@fema.dhs.gov

The technical specifications shall not exceed two (2) pages in length. The following shall be addressed:

a. FACTOR 1 - TECHNICAL APPROACH:

TECHNICAL SPECIFICATION. The quote shall provide supporting documentation to fully demonstrate how the contractor will be able to meet the specifications as outlined in the Statement of Work (SOW).

b. FACTOR 2 – DELIVERY SCHEDULE:

The offeror shall provide a breakdown of a delivery schedule that is realistic and meets the timeline requirement of site hours. Delivery Schedule requirements:

- 90 days

2: NON-TECHNICAL (PRICE) QUOTE INSTRUCTIONS

FACTOR 3 – PRICE: Attachment 2 – Pricing Schedule MUST be utilized and returned in excel format.

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****Price quotes MUST be good for at least 60 calendar days after close of the solicitation.**

II. EVALUATION METHODOLOGY

Technical Evaluation Ratings and Definitions – Each offeror's technical quote will be evaluated for completeness and to determine whether the quoted approach meets the requirements and criteria as specified in the Statement of Work (SOW The table below provides definitions of the confidence ratings to be used in evaluating each offeror's technical quote for Factor 1.

RATING	DESCRIPTION
Acceptable	The contractor meets the minimum requirements within Factor 1 and Factor 2 as described in the Statement of Work.
Not Acceptable	The contractor failed to meet the minimum requirements identified in Factor 1 and Factor 2 of the Statement of Work

Factor 1 – Technical Approach

The technical specification quote shall be evaluated to determine if the offeror's approach demonstrates a clear understanding of the Government's specification requirements as outlined in the Statement of Work (SOW). The Government will evaluate the offeror's capability to perform in accordance with the SOW.

Factor 2 – Delivery Schedule

The Delivery Schedule will be evaluated against the stated criteria of 90 days from award date. If the contractor cannot meet the required completion time period they shall communicate a viable reason to the Government and provide a reliable updated expected installation completion date.

Factor 3 – Price Evaluation

a) The price quote evaluation will not receive a confidence rating.
b) The Government will perform price evaluation to determine whether proposed prices are fair and reasonable. For the price to be reasonable in its nature and amount, it should not exceed the amount in the current option year of the IDIQ. Offerors are cautioned that unreasonably high prices may cause your quote to be deemed not fair and unreasonable.
c) The proposed pricing cannot exceed the IDIQ's rates.

d) In evaluating price, the Government will utilize one or more quote analysis techniques from RFO 15.404-1. Examples of such techniques include, but are not limited to the following:

- Comparison of proposed prices received in response to the solicitation.

- Comparison of proposed prices to historical prices paid, whether by the Government or other than the Government, for the same or similar items.

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- Comparison with competitive published price lists, published market prices of commodities, similar indexes, and discount or rebate arrangements.

- Comparison of proposed prices with independent Government cost estimates.

- Comparison of proposed prices with prices obtained through market research for the same or similar services.

III. BASIS OF AWARD DECISION

1. Basis of Award: Award will be made on a Best Value – Tradeoff basis.

   Unless one vendor can fulfill the entire requirement and represents the best value to the Government, the Government intends to make multiple awards. Awards will be made to offerors whose quotes are most advantageous to the Government considering non- price evaluation factors and price.

2. Factor Identification: The Government will evaluate the offerors' quotes using the following factors:

   Factor 1 – Statement of Work Specifications
   Factor 2 – Delivery Timeframe
   Factor 3 – Price

3. Order of Importance: Factor 1, Technical Approach is the most important factor, and more important than Factor 2, as delivery may be flexible based on backorder.

E.3 RFO 52.209-7 Information Regarding Responsibility Matters (Nov 2025) (Deviation 25-27) (effective November 28, 2025)

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

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

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

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

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

Principal means an officer, director, owner, partner, or a person having primary management or supervisory

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responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror □ has □ does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in–

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

E.4 RFO 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Nov 2025) (Deviation 25-27) (effective November 28, 2025)

(a) The Government will not enter into a contract with any corporation that–

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of

[1] In this document, citations to Regulations are FAR Overhaul (RFO) Part 12, RFO Part 16, and RFO Part 19 are citations specifically to Federal Acquisition Regulation (FAR) Class Devi
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Common Sense to Federal Procurement, signed April 15, 2025.

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)

E.5 RFO 52.209-12 Certification Regarding Tax Matters (Oct 2025)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed $7 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it

(1) Has □ filed all Federal tax returns required during the three years preceding the certification;

(2) Has not □ been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not □, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

E.6 RFO 52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Aug 2025) Deviation 25-23) (effective November 3, 2025)

(a) Definitions. As used in this clause—

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

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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.

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(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)(1) 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

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sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $10,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resourcecenter/sanctions/SDN-List/Pages/default.aspx)

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

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

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

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

(g) *Disclosure.*

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

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

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

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

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design,

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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)

E.7 RFO 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a)Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability

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Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand Carried Address:

Justin Gowdy
Agency Protest Ombudsman
Office of Chief Component Procurement Office (OCCPO)
U.S. Department of Homeland Security/Federal Emergency Management Agency
Building D, Room 112
16825 South Seton Avenue, Bldg O
Emmitsburg, MD 21727

Mailing Address:

Edward Ruud, Contracting Officer
Office of Chief Component Procurement Office (OCCPO)
U.S. Department of Homeland Security/Federal Emergency Management Agency
500 C Street SW 3rd Floor
Washington, DC 20472

(b)The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

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