SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 2126406B4200RJ001

PAGE 1 of

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 70Z08526RRJ0B00

6. SOLICITATION ISSUE DATE: 7/15/2026

7. FOR SOLICITATION INFORMATION CALL: →

a. NAME: Tatiana Sher

b. TELEPHONE NUMBER (no collect calls): (443) 760-8815

8. OFFER DUE DATE/ LOCAL TIME: 8/17/2026 12:00 EST

9. ISSUED BY CODE

USCG Surface Forces Logistics Center
Attn: Tatiana Sher
2401 Hawkins Point Rd. Bldg. 3
Baltimore, MD 21226

E-mail: Tatiana.sher1@uscg.mil

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: FOR:

☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB)

☐ HUBZONE SMALL BUSINESS ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL (EDWOSB)

☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8(A)

NAICS: 811210

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b.

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO CODE

See: Specification

16. ADMINISTERED BY CODE

USCG Surface Forces Logistics Center
2401 Hawkins Point rd. BLDG. 3
Baltimore, MD 21226

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NO:

18a. PAYMENT WILL BE MADE BY CODE

USCG Finance Center
1430A Kristina Way
Chesapeake, VA 23326

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	TRS-3D/16-ES (AN/SPS-75) Radar System repairs				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(FOR GOVT USE ONLY)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 & 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN **1** COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER

31c. DATE SIGNED

CONTINUATION OF SF 1449 – BLOCKS 17a – 25

Block 17a: Offeror shall include company's name, address, and unique entity identifier number.

Block 17b: REMITTANCE ADDRESS: Payment will be made to the Financial Institution listed in System for Award Management (SAM). To receive award Offeror must be registered in SAM (copy and paste www.sam.gov into search engine).

Block 19 through 24: SEE ATTACHMENT 1_ SCHEDULE OF SUPPLIES

Block 25: ACCOUNTING AND APPROPRIATION DATA: To be included in the contract award document.

OFFEROR IS RESPONSIBLE FOR VERIFYING THE RECEIPT OF THEIR PROPOSAL.

Contents

Section A- SF 1449 Solicitation/Contract/Order for Commercial Items

Section B- Supplies or Services and Prices/Costs

Section C- Descriptions/Specifications/Work Statement

Section D- Packaging and Marking

Section E- Inspection and Acceptance Terms

Section F- Delivery or Performance

Section G- Contract Administration Data

Section H- Special Contract Requirements

Section I- Contract Clauses

Section J- List of Documents, Exhibits, and other Attachments

Section K- Representations, Certifications, and Other Statements of Offerors

Section L- Instructions, Conditions, and Notices to Offerors

Section M- Evaluation Factors for Award

PART I-THE SCHEDULE

SECTION A: SF1449 SOLICITATION, OFFER, AND AWARD (CONTINUATION)

This solicitation is for commercial services prepared in accordance with the format in Federal Acquisition Regulation (FAR) Subpart 12.202(b) Solicitation procedures for Commercial Services, FAR Subpart 6.103-1, FAR Subpart 15 Contracting by Negotiation and FAR Subpart 16 Types of Contracts. This announcement constitutes the only solicitation. Offers are being requested and a separate written solicitation will not be issued.

Solicitation Number 70Z08526RRJ001B00 is issued as a request for proposal (RFP) for an Open Inspect-Repair service acquisition requirement supporting the United States Coast Guard owned AN/SPS-75 Air Search Radar Systems.

This acquisition is not set aside for small business concerns. This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov.

Incorporated provisions and clauses are in effect through:

- Federal Acquisition Regulations Overhaul, issuance date: May 2, 2026, last update March 16, 2026
- Department of Homeland Security Acquisition Regulation (HSAR) effective December 26, 2024
- Homeland Security Acquisition Manual (HSAM) effective February 25, 2026

The government will award a Requirement contract resulting from this solicitation, with fixed-priced delivery orders, on the basis of other than full and open competition with authorized repair provider Northern Defense Industry (NDI).

NORTHERN DEFENSE INDUSTRIES, LLC
649 S Washington ST
Alexandria, Virginia
22314-4109, United States

All brand-name assemblies (parts and components) provided must support recurring maintenance requirements of various USCG AN/SPS-75 Air Search Radar Systems that are currently installed on the WMSL cutter fleet, including any spare parts (that are installed). The full list of parts comprising the scope of this requirement is contained within the ATTACHMENT 2_ STATEMENT OF WORK and ATTACHMENT 1_ SCHEDULE OF SUPPLIES.

Under this type of contract, no work shall be performed until directed by an Order. Electronic mail in an acceptable form of transmission for all orders, modifications, and correspondence issued under this contract.

No award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation either before or after the opening/ closing date.

NO SUBSTITUTE OR ALTERNATE PARTS WILL BE CONSIDERED. NO DRAWINGS, SPECIFICATIONS OR SCHEMATICS ARE AVAILABLE FROM THIS AGENCY.

(End of Section A)

SECTION B: SUPPLIES OR SERVICES AND PRICES

See ATTACHMENT 1_ SCHEDULE OF SUPPLIES for detailed schedule of supplies. The Contractor's price is required for every item listed in the schedule of supplies.

The Proposal should include any quantity discounts offered by the offeror. All line items must be priced to be considered for award. Unit Pricing must be provided for every CLIN in every Ordering Period regardless of the estimated quantity. The proposal should also include pricing for six (6) month extension. Estimated quantities are provided in this Solicitation to establish pricing only. Please see FAR 52.216-19 (Order Limitations).

(End of Section B)

SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

SEE ATTACHMENT 2_STATEMENT OF WORK

All repair services provided must support USCG-owned AN SPS-75 Air Search Radar Systems that are currently installed on the 418'WMSL cutters fleet. The full list of repairs comprising the scope of the requirement is contained within ATTACHMENT 2_ STATEMENT OF WORK

(End of Section C)

SECTION D: PACKAGING AND MARKING

See ATTACHMENT 2_STATEMENT OF WORK Sections: 2.28 PRESERVATION, PACKAGING, AND MARKING: 2.29 MILITARY PACKING. and 2.30 MARKING.

(End of Section D)

SECTION E: INSPECTION AND ACCEPTANCE

See: ATTACHMENT 2_STATEMENT OF WORK Sections: 2.14 INSPECTIONS; 2.27 QUALITY ASSURANCE and 2.35 ACCEPTANCE.

(End of Section E)

SECTION F: DELIVERIES OR PERFORMANCE

See: ATTACHMENT 2_STATEMENT OF WORK Sections: 2.31 SHIPPING; 4.2 PERIOD OF PERFORMANCE and 4.3 PLACE OF PERFORMANCE.

(End of Section F)

SECTION G: CONTRACT ADMINISTRATION DATA

This Requirements type contract will be in effect from the date of the award until three (3) years thereafter. The period of performance for the contract will consist of three (3), one year ordering periods. The anticipated ordering periods are:

Ordering Period 1	10/27/2026 - 10/28/2027
Ordering Period 2	10/27/2027 - 10/28/2028
Ordering Period 3	10/27/2028 - 10/28/2029

USCG SFLC CPD2, 2401 Hawkins Point Rd., Baltimore, MD 21226-5000 will perform all contract administration.

Communications pertaining to contractual administrative matters shall be addressed to the Contracting Officer (KO) or Contract Specialist (KS) listed below. Changes in, or deviations from, the specification or terms and conditions of the contract shall not be changed without written modification to the contract as executed by a USCG SFLC CPD Contracting Officer. Contract Administrators - See Section I FAR 52.212-4 Terms and Conditions—Commercial Products and Commercial Services, applies to this acquisition and included in the following Addenda.

Contract Administrators:

CONTRACTING OFFICER'S AUTHORITY:
No oral or written statement of any person other than the Contracting Officer will in any manner

or degree modify or otherwise affect the terms of this contract. The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract, and, notwithstanding any provisions contained elsewhere in this contract, said authority remains solely with the Contracting Officer. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority, and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.
Contracting Officer:

TASK ORDER CONTRACTING OFFICER (TO KO):
Services will be ordered via task orders issued by Task order Contracting Officers within terms and conditions of this contract.

CONTRACTING OFFICER'S REPRESENTATIVE (COR):
A Government employee designated in writing by the Contracting Officer to act as a technical advisor for the Contracting Officer for services/items within the scope of the contract. The COR performs functions such as review and/or inspection and acceptance of supplies and services and of a technical nature. A designation letter will set forth the name of the COR and the authorities and limitations of the COR under the contract. This person does not have a warrant that provides the authority to contractually commit and/or obligate the Government or to modify any terms and conditions of a contract.
Contracting Officer's Representative: Randolf Aragon, Randolf.E.Aragon@uscg.mil

TASK ORDER CONTRACTING OFFICER'S REPRESENTATIVE (TO COR)
Task Order Contracting Officer may designate CORs for individual task orders that will be responsible for the day-to-day coordination of the task order. A designation letter will set forth the authorities and limitations of the TO COR under the task order.
The TO COR will represent the Task Order Contracting Officer in the administration of technical details within the scope of the task order. The TO COR is also responsible for the final inspection and acceptance of all task order deliverables and reports, and such other responsibilities as may be specified in the task order. The TO COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Task Order Contracting Officer or the Government. The TO COR does not have authority to alter the Contractor's obligations or to change the task order specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify task order obligations or the specification, changes will be issued in writing and signed by the Task Order Contracting Officer.

CONTRACT SPECIALIST:
The Contract Specialist (KS) serves as the point of contact between the Contractor and the Contracting Officer for this contract; however, this person does not have a warrant that provides

the authority to contractually commit the Government and is not authorized to change any of the terms and conditions of the contract.
Contract Specialist

ACCOUNTING AND APPROPRIATION DATA:
Accounting and appropriation data for obligations will be set forth on individual task orders.

PROCEDURES FOR ISSUING TASK ORDERS:
Task Orders will be issued in accordance with FAR 16.505a

NEGOTIATIONS:
If necessary, price negotiations will be held before a task order is issued.

Task orders may be issued orally, by facsimile, by electronic commerce (e.g., e-mail), or by mail. Oral orders will be confirmed in writing by the Government within 48 hours. Task Orders will be issued by the Contracting Officer to the Contractor incorporating (i) the task to be performed to include deliverables; (ii) the required task dates or overall period of performance; and, (iii) any Government-furnished property.

INVOICING AND PAYMENT INFORMATION FOR CONTRACTORS:

INVOICING FOR FIRM-FIXED-PRICE TASK ORDER Invoices for firm-fixed-price task orders shall be submitted and paid pursuant to FAR Clause 52.232-1, Payments and FAR Clause 52.232-25, Prompt Payment. Any additional instructions will be provided at the task order level. G.5.2 PROPER INVOICE A proper invoice shall include the information contained in FAR Clause 52.232-25(a)(3) and the Contractor's SAM UEI number.

PROPER INVOICE:
A proper invoice shall include the information contained in FAR Clause 52.232-25(a)(3) and the Contractor's SAM UEI number.

IMPROPER INVOICES:
- If an invoice does not include all the information/items required by Section “Proper Invoice), then the invoice is not proper and shall be returned to the Contractor and notified in writing or via e-mail of the reason(s) the invoice is not proper.
- If an invoice includes all the information/items required by Section “Proper Invoice, but is inaccurate, then the invoice is not proper and shall be returned to the Contractor and notified in writing or via e-mail of the error(s).

(End of Section G)

SECTION H: SPECIAL CONTRACT REQUIREMENTS

ORDERING PROCEDURES:

a. The Contractor shall incur costs under this contract only in the performance of task orders and modifications to task orders issued by the Contracting Officer in accordance with this procedure. No other costs are authorized without the express written consent of the Contracting Officer.
b. Task Orders will be issued on Firm-Fixed-Price (FFP) order basis with a specified period of performance on an OF-347 Order for Supplies or Services. Task Orders will incorporate the Specification provided by the Government. A revision to a Task Order will be issued on a Standard Form 30 Amendment of Solicitation/Modification of Contract and may incorporate revisions to Task specification that will clearly indicate the revisions.
c. No protest under FAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of a Task Order, except on the grounds that the order increases the scope or maximum value of the contract in total (not necessarily each contract period).
d. The Contractor shall initiate performance promptly upon receipt of a fully executed Task Order that has been signed by the Contracting Officer.

ADDENDUM to FAR 52.212-4 TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (AUG 2025) (DEVIATION 25-21, REV 1 – effective NOV 28, 2025) Paragraph (g) is added as follows:

INVOICING REQUIREMENTS

a) WHEN TO SUBMIT: The contractor must first:
-Receive a fully-executed purchase order, contract, delivery order or task (call order) order
-Provide the requirements
-Have ACTIVE status in the System for Award Management (SAM) at https://www.sam.gov

INVOICE SUBMISSION PROCESS:
(a) A request for payment is proper if it includes the items required by the clause at FAR 52.232-25, Prompt Payment [(a)(3)(i) through (a)(3)(ix)] and those items are accurate. If a request for payment does not include all the items required by the clause at FAR 52.232-25, Prompt Payment, or any information is inaccurate, then the request is not proper and shall be returned to the contractor with a statement of the reason(s) it is not proper. All invoices shall be itemized to correlate to the Schedule of Supplies/Services.

(b) Each invoice shall at a minimum contain the following information:
(1) Invoice Date
(2) Invoice Number

(3) Contract and Delivery/Task Order Number
(4) Contractor's Name
(5) Contractor's Address
(6) Contractor's Unique Entity Identifier (UEI)
(7) Contracting Officer's Name
(8) Contracting Officer's Representative's (COR's) Name
(9) Invoice Routing Code (IRC) assigned by the Coast Guard as follows: SFLC-2
(10) Period of Performance for Work Invoiced (if applicable)
(11) Contract Line Item Number(s) (CLIN(s)) and Description
(12) The overall dollar amount previously billed, currently billed and unbilled per CLIN(s);
(13) Invoice Total
(14) For Travel: Components in accordance with FAR 31.205-46
(15) Discount Offerings
(16) Status as a Small Business (if applicable) for accelerated payment
(17) The last invoice submitted for this award shall be clearly labeled with "THIS INVOICE CONSTITUTES THE FINAL INVOICE – UPON PAYMENT OF THIS INVOICE NO OTHER MONIES ARE DUE UNDER CONTRACT NUMBER and TASK ORDER NUMBER" (to be assigned upon contract and task order award).

Electronic Submission of Payment Requests (NESSS Awards)

(a) Definitions. As used in these instructions –

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

(b) The contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). The contractor will submit payment requests using the blank form in IPP.

(c) Information regarding IPP, including IPP Customer Support contact information, is available at https://www.ipp.gov or any successor site.

(d) IPP enrollment information is at https://www.uscg.mil/fincen/IPP/
UEI number is the primary identifier in System for Award Management (SAM), formally known as Central Contractor Registration (CCR), (see FAR 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2018)). Contractors are located and identified

in SAM by their UEI number. Therefore, to facilitate payment, the UEI number shall be recorded on every invoice submitted to the U.S. Coast Guard.

All payments for partial performance rendered by the Government under this contract are based on the assumption that the Contractor will, in good faith, execute and honor all payment terms entered into between it, the Prime Contractor, and any subcontractor thereof in the performance of this contract. The Contractor hereby acknowledges the Government's right to reduce or suspend progress payments based on non-payment in accordance with any payment terms of the subcontract agreement.

Any amount deemed not payable will be deducted from the Contractor's invoice. Deducted amounts may be resubmitted on the next invoice for reconsideration.

RESPONSIBLE OFFICIAL(S) WHO CAN RECEIVE NOTIFICATION OF AN IMPROPER INVOICE

For use in the event your firm receives a contract as a result of this Solicitation, designate below the responsible official(s) who can receive notification of an improper invoice and answer any questions regarding the invoice.

NAME:_____
TITLE: _____
TELEPHONE: _____
EMAIL: _____

CONTRACTOR PERFORMANCE ASSESSMENT EVALUATION (CPAR)

(a) GENERAL: The SFLC will monitor and evaluate the successful offeror's performance under this contract and prepare a Contractor Performance Assessment Report (CPAR) in accordance with FAR Part 42.15. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the government for future source selections and in accordance with FAR 15.304, when past performance is an evaluation factor for award.

(b) NOTIFICATION: Upon completion of the contract, the Contractor will be notified of the assessment. The Contractor will be allowed 30 days to respond to the SLFC's assessment of its performance entered into CPARS. The Contractor's response, if any, will be made part of the CPAR system at https://www.cpars.gov/index.htm.

(c) INFORMATION: Information included in the CPAR may include, but is not limited to, the Contractor's record of conforming to contract requirements and to standards of good

workmanship; the Contractor's record of forecasting and controlling costs; the Contractor's adherence to contract schedules, including the administrative aspects of performance; the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; the Contractor's record of integrity and business ethics, and generally, the Contractor's business-like concern for the interest of the customer.

(d) RELEASE OF DATA: CPARS information is considered business sensitive and will not be released except: (1) to other Federal procurement activities which request it; (2) when SFLC must release pursuant to a Freedom of Information Act (FOIA) request; or (3) when prior written consent is requested and obtained from the Contractor.

End of Clause

(End of Special Contract Requirements)

(End of Section H)

PART II-CONTRACT CLAUSES

SECTION I: CONTRACT CLAUSES

Clauses incorporated by reference:

Article Number	Reference Text
FAR 52.202-1	Definitions (Jun 2020)
FAR 52.203-3	Gratuities (Apr 1984)
FAR 52.203-6 with Alt I	Restrictions on Subcontractor Sales to the Government (June 2020)
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)
FAR 52.203-13	Contractor Code of Business Ethics and Conduct (Nov 2021)
FAR 52.203-16	Preventing Personal Conflicts of Interest (Jun 2020)
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
FAR 52.204-13	System for Award Management – Maintenance (Aug 2025) (DEVIATION 25-19, Rev1)
FAR 52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Aug 2025) (DEVIATION 25-19, Rev1)
FAR 52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014) (DEVIATION 25-19, Rev1)
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, or Voluntarily Excluded (Nov 2025) (DEVIATION 25-27)
FAR 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Nov 2025) (DEVIATION 25-27)

FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2025) (DEVIATION 25-27)
FAR 52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (DEVIATION 26-08)
FAR 52.219-8	Utilization of Small Business Concerns (Oct 2025) (DEVIATION 26-03, Rev1)
FAR 52.219-9	Small Business Subcontracting Plan (Oct 2025) (DEVIATION 26-03, Rev1)
FAR 52.219-16	Liquidated Damages-Subcontracting Plan (Oct 2025) (DEVIATION 26-03, Rev1)
FAR 52.219-28	Post-award Small Business Program Representation
FAR 52.222-3	Convict Labor (Oct 2025) (DEVIATION 26-10)
FAR 52.222-35	Equal Opportunity for Veterans (Oct 2025) (DEVIATION)
FAR 52.222-36	Equal Opportunity for Workers with Disabilities (Oct 2025) (DEVIATION 26-10)
FAR 52.222-37	Employment Reports on Veterans (Oct 2025) (DEVIATION 26-10)
FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Oct 2025) (DEVIATION 26-10)
FAR 52.222-41	Service Contract Labor Standards (Oct 2025) (DEVIATION 26-10)
FAR 52.222-42	Statement of Equivalent Rates for Federal Hires (May 2014) (DEVIATION 26-10)
FAR 52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Oct 2025) (DEVIATION 26-10)
FAR 52.222-50	Combating Trafficking in Persons (Oct 2025) (DEVIATION 26-10)
FAR 52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026 (Oct 2023) (DEVIATION 24-02)
FAR 52.222-62	Paid Sick Leave Under Executive Order 13706 (Oct 2025) (DEVIATION 26-10)
FAR 52.223-23	Sustainable Products and Services (Oct 2025) (DEVIATION 26-12, Rev1)
FAR 52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
FAR 52.232-18	Availability of Funds (Apr 1984)
FAR 52.232-33	Payment by Electronic Funds Transfer—System for Award Management (Oct 2018)
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
FAR 52.233-1	Disputes (Aug 2025) (DEVIATION 25-25)
FAR 52.233-3	Protest After Award (Aug 2025) (DEVIATION 25-25)
FAR 52.233-4	Applicable Law for Breach of Contract Claim (Aug 2025) (DEVIATION 25-25)
FAR 52.245-1 with Alt I	Government Property (Sep 2021)

Department of Homeland Security Acquisition Regulation (HSAR) clauses incorporated by reference

Article Number	Reference Text
3052.203-70	Instructions for Contractor Disclosure of Violations (Sep 2012)
3052.205-70	Advertisements, Publicizing Awards, and Release (Sep 2012) (DEVIATION 25-10, Rev1)
3052.222-90	Local Hire (USCG) (Jun 2006)
3052.242-72	Contracting Officer's Technical Representative (Dec 2003)
3052.249-90	Contract Termination (USCG) (Mar 2023)

Clauses incorporated by full text:

FAR 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): www.acquisition.gov

(End of clause)

FAR 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)

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (AUG 2025) (DEVIATION 25-21)

(a) Definitions. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require

repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs; the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;
(2) Remedy the delay as quickly as possible; and
(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment—

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and (D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in

(i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if–

> (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
>
> (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
>
> (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

> (A) The date fixed under this contract.
>
> (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any

contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) Unauthorized obligations.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341, the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) Comptroller General examination of record. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices, at all reasonable times, the records,

materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(u) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

FAR 52.216-18 ORDERING (OCT 2025) (DEVIATION 26-04, REV. 1)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from October 27, 2026, through October 28, 2029.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

FAR 52.216-19 ORDER LIMITATIONS (OCT 2025) (DEVIATION 26-04, REV1)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $5,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of $4,000,000.00;

(2) Any order for a combination of items in excess of 10,000,000.00; or

(3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one (1) days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

FAR 52.216-21 REQUIREMENTS (OCT 2025) (DEVIATION 26-04) (EFFECTIVE NOVEMBER 3, 2025)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule

are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after September 30, 2031. However, this date is subject to change based on required delivery dates in the schedule of supplies.

(End of Clause)

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)
The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within five (5) calendar days prior to contract expiration.

(End of Clause)

FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors.
Addressing DEI Discrimination by Federal Contractors (Deviation 26-10, dated March 26, 2026)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

(End of clause)

FAR 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (AUG 2025) (DEVIATION 25-23)

(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.

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.

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

(1) Means any equipment or interconnected system or subsystem of equipment, used in 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 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, 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/financialsanctions/speciallydesignated-nationals-and-blocked-persons-list-sdnhuman-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-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/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:

(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 I 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));

(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)

FAR 52.240-93 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (AUG 2025) (DEVIATION 25-23)

(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).

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.

(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)

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2025) (DEVIATION 25-34)

(a) Definitions. As used in this clause—

Commercial product, commercial service and nondevelopmental item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.
Subcontract has the meaning at FAR 44.401

(b) Requirements.

(1) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.
(2) If a clause in the following table is included in the contract, the Contractor shall insert the clause in subcontracts for commercial products or commercial services and must flow down the requirements of the clause to subcontracts as indicated in the specific clause:

Number	Title	Date
FAR 52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
FAR 52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
FAR 52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
FAR 52.219-8	Utilization of Small Business Concerns	JAN 2025
FAR 52.222-35	Equal Opportunity for Veterans	JUN2020
FAR 52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
FAR 52.222-37	Employment Reports on Veterans	JUN 2020
FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
FAR 52.222-41	Service Contract Labor Standards	AUG 2018
FAR 52.222-50	Combating Trafficking in Persons	NOV 2021
FAR 52.222-50 Alt I	Combating Trafficking in Persons with its Alternate I	MAR 2015
FAR 52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain	MAY 2014

	Equipment—Requirements	
FAR 52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services— Requirements	MAY 2014
FAR 52.222-54	Employment Eligibility Verification	JAN 2025
FAR 52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
FAR 52.224-3	Privacy Training	JAN 2017
FAR 52.224-3 with Alt I	Privacy Training, with Alternate I	JAN 2017
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
FAR 52.247-64	Preference for Privately Owned U.S.- Flag Commercial Vessels	NOV 2021

* Include only if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include FAR 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(c) Subcontracts. The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract.

(End of clause)

(End of Section I)

PART III-LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J: LIST OF ATTACHMENTS

Attachment	**Title**
ATTACHMENT 1	SCHEDULE OF SUPPLIES
ATTACHMENT 2	STATEMENT OF WORK
ATTACHMENT 3	REQUEST FOR CLARIFICATION FORM
ATTACHMENT 4	PAST PERFORMANCE INFORMATION FORM
ATTACHMENT 5	JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION
ATTACHMENT 6	WAGE DETERMINATION

(End of Section J)

PART IV-REPRESENTATIONS AND INSTRUCTIONS

SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

Article Number	Reference Text
FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)
FAR 52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)
FAR 52.209-2	Prohibition on Contracting With Inverted Domestic Corporations-Representation (Nov 2025)

Provisions incorporated by full text

FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (NOV 2025) (DEVIATION 25-27)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had
a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local)
contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see FAR 52.209-7, if included in this solicitation);

(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

(1) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(2) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) The Offeror has □ has not □, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) *"Principal,"* for the purposes of this certification, 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 shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

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

(a) Definitions. As used in this provision—

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

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

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

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules). Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

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

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

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

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment 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 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 FAR 52.204-7).

(End of provision)

FAR 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (NOV 2025) (DEVIATION 25-27)

(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)

FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2025) (DEVIATION 26-03) (EFFECTIVE NOVEMBER 3, 2025)

(a) Definitions. As used in this provision
Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).
Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition. Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent
directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 811310.

(2) The small business size standard is $12.5 Million.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees, or 150

employees for information technology value-added resellers under NAICS code 541519,if the acquisition—

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

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole source award regardless of dollar value.

(c) Representations.

(1) The offeror represents as part of its offer that—
(i) it □ is, □ is not a small business concern; or
(ii) It □ is, □ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

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

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

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

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

and unique entity identifier of each party to the joint venture:__.]

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

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

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

(End of Provision)

52.233-2 Service of Protest.

Service of Protest (Aug 2025) (DEVIATION 25-25)

(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)

FAR 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (AUG 2025) (DEVIATION 25-23)

(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 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.

SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Provisions incorporated by reference:

Article Number	**Reference Test**
FAR 52.204-7	System for Award Management- Registration (Aug 2025) (DEVIATION 25-19, Rev1)
FAR 52.212-1	Instructions to Offerors- Commercial Products and Commercial Services (Aug 2025) (DEVIATION 25-21)

Department of Homeland Security Acquisition Regulation (HSAR) provisions incorporated by reference:

Article Number	**Reference Test**
3052.247-72	F.O.B. Destination Only (Dec 2003)

Provisions incorporated by full text:

FAR 52.216-1 TYPE OF CONTRACT (OCT 2025) (DEVIATION 26-04)
The Government contemplates award of a Requirements contract resulting from this solicitation**.**

(End of provision)

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

(End of provision)

FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

Instructions to Offerors

FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (AUG 2025) (DEVIATION 25-21) ADDENDA

Submit proposal via email to Contracting Officer, Mark Cap, at Mark.Cap@uscg.mil and Contract Specialist, Tatiana Sher, at Tatiana.Sher1@uscg.mil.

Proposal Validity: Period for acceptance of offers shall be 90 days.

A. These instructions prescribe the format and approach to be used in the development and presentation of proposal. They are designed to ensure the submission of essential information to the proposal.

B. Proposal shall be prepared in accordance with these instructions, providing all required information in the format specified. Failure of a proposal to show compliance with these instructions may be grounds for exclusion of the proposal from further consideration. Ensure the Proposal includes:

i) Information necessary to evaluate the factors contained in the provision at 52.212-2 and as described in the solicitation.

ii.) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM); and

iii.) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

C. Offeror is cautioned that the Government intends to evaluate the proposal and make award without discussion, therefore, initial proposal should represent the best possible effort.

D. The Coast Guard reserves the right to incorporate into the resulting contract all or any portion of the Offeror's proposal.

E. The proposal shall concisely describe the Offeror's response to the submission instructions of the solicitation. Elaborate artwork, expensive paper or bindings, and expensive visual or other aids are not necessary or encouraged.

F. All pages in the proposal shall be numbered and identified with the proposal's name 70Z08526RRJ001B00 AN/SPS-75 Air Search Radar System (repair services). A table of contents should be provided with figures and tables listed separately where necessary. (These pages are excluded from the page count.) Subsequent revisions should be similarly identified to show revision number and date.

G. All pages containing text shall be typewritten or printed on 8 ½ x 11-inch paper, with at least single spacing. Margins on all four edges of each page will be at least one inch. A page printed on both sides shall be counted as two pages. Proposal shall not be supplemented by a package or reference or reference documents. Pages exceeding the limitations will be removed from the proposal by the Contracting Officer and returned to the Offeror to ensure that they are not evaluated.

H. Email submission shall not exceed 5mb.

II. PROPOSAL CONTENT

A. **Cover Letter.** The Offeror shall provide a one (1) page cover letter that includes the Offeror's address, point of contact information, Unique Entity ID number, Taxpayer Identification Number, and written confirmation that the anticipated award date is acceptable and the period of

performance for the contract is sufficient to complete the requirements set forth in the ATTACHMENT 2_STATEMENT OF WORK.

B. Price.

i. The Offeror shall completely fill-out ATTACHMENT 1_ SCHEDULE OF SUPPLIES, in Microsoft Excel™ (.xlsx). Insert proposed unit and extended prices into the Pricing Schedule for each work item listed. Prices shall not be rounded up or down. The extended price for each work item shall be added together to derive the total price. The proposal should also include pricing for six (6) month extension. A completed and electronically signed copy of the Pricing Schedule in portable document format (pdf) shall be submitted. A completed copy of the Pricing Schedule in Microsoft Excel™ (.xlsx) format shall also be submitted.

ii. If there is not adequate price competition, Offeror may be required to submit information other than cost or pricing data to support a determination of price reasonableness.

C. Technical Capability. The Offeror shall provide a technical capability statement that does not exceed fifteen pages documenting the contractor's capability to perform the requirements. The statement should address the contractor's Resources & Facilities, Quality Assurance, and Delivery. The Offeror shall provide original equipment manufacturer standard warranty.

D. Past Performance Information.

i. The Offeror shall identify at least one (1) but not more than three (3) relevant (similar in nature, scope, and complexity to the services provided in ATTACHMENT 2_STATEMENT OF WORK and recent (completed within the last (3) three years)) federal, state, or local government, or private contracts performed by the Offeror as the prime contractor. Each contract shall be identified using ATTACHMENT 4, PAST PERFORMANCE INFORMATION FORM. The government may consider other Contractor Performance Assessment Reporting System (CPARS) information.

ii. Past performance information shall demonstrate customer satisfaction with overall job performance and quality of completed work similar in size, scope of work, and monetary value. If the proposal does not include any reference to contracts performed within the last three years, the Offeror must include a statement providing the reason for the omission.

iii. Offeror is cautioned to submit sufficient information to permit a meaningful assessment of past performance. Offeror may be asked to clarify certain aspects of their proposal or respond to adverse past performance information to which the Offeror has not previously had an opportunity to respond. Adverse past performance is defined as past performance information that supports a

less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system.

E. Additional Submissions.

i. Signed SF1449. Complete blocks 12, 17a, and 30a, b, and c of the SF1449. In doing so, the offeror accedes to the contract terms and conditions as written in the SOLICITATION, with attachments. The SOLICITATION constitutes the model contract.

ii. Signed Solicitation Amendments (SF-30s) that were issued (if applicable).

iii. Proof of enrollment in E-Verify per clause FAR 52.222-54 – Employment Eligibility Verification.

iv. List of any subcontractors that the Offeror anticipates subcontracting to (if applicable). The list shall include the subcontractor's name, address, point of contact and phone number, and the percentage of work the subcontractor will perform.

v. Necessary fill-ins and certifications in provisions.

F. Miscellaneous:

Anticipated award date is on or about October 26, 2026.

REQUEST FOR INFORMATION: The last day to submit questions is July 27, 2026, at 1:00 PM, Eastern Standard Time (EST). Questions shall be submitted by using the ATTACHMENT3_ REQUEST FOR CLARIFICATION and e-mail to: Tatiana.Sher1@uscg.mil and Mark.Cap@uscg.mil. After this date, unless amended, questions will not be accepted.

(End of Section L)

SECTION M: EVALUATION FACTORS FOR AWARD

FAR 52.212-2 EVALUATION-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) ADDENDUM

The Government intends to award a firm-fixed price Indefinite Delivery, Requirements contract IAW FAR Part 12, Commercial Items in conjunction FAR Part 15, Contract Negotiations, and FAR Part 16 fort three (3) year ordering periods.

Due to the sole source nature of this acquisition, the basis for award rests with the determination of technical capability and fair and reasonable pricing. The Government will award one contract to the responsible offeror whose offer conforms to the solicitation and will be most advantageous to the Government.

The evaluation factors are:

1) Technical Capability
2) Past Performance
3) Price

The evaluation process shall proceed as follows:

1. <u>Technical Capability</u>

The offeror's technical submittal will be evaluated to determine if the offeror has demonstrated its technical capability to perform the work required in the Specification. The evaluation will consider the following subfactors.

- Resources & Facilities: The availability & adequacy of the necessary tools, equipment, and facilities to carry out the requirements.
- Quality Assurance: Repaired back to OEM specifications.
- Delivery: The offeror’s ability to deliver the parts in accordance with requirements set forth in the Specification, ATTACHMENT 2.

2. <u>Past Performance</u>

A. The Government will assess the offeror's probability of meeting the solicitation requirements based on the offeror's demonstrated performance record. The Government will review the offeror’s past performance records in CPARS and/or PPQ to identify at least one, but not more than three (3), past performance references/contract numbers completed within the last five (5) years. The Government will assess the offeror's probability of meeting the solicitation requirements and is responsible based on the offeror's demonstrated performance record. In reviewing relevant past performance, the Government will gauge quality based on performance risk.

1. Sub-factor 1. Quality of Services: Offeror that has demonstrated an ability to exceed contract requirements, exceed customer expectations for adequacy of services and correction of deficiencies will be evaluated more favorably.

2. Sub-factor 2. Schedule: Offeror that has demonstrated an ability to exceed customer expectations regarding timely performance will be considered more favorable.

3. Sub-factor 3. Management: Offeror that has demonstrated superior ability to effectively manage company personnel, and subcontractors, and effectively and responsively work with past customers to correct performance issues will be given more favorable consideration.

C. The Government reserves the right to verify claims made by the Offeror and not to consider relevant those that are not substantiated.

D. Offeror is reminded that the Government reserves the right to obtain past performance information from any source available.

E. Offeror with no relevant past or present performance history or the Offeror's performance record is so limited that no assessment rating can be reasonably assigned shall receive the rating "neutral".

3. <u>Price</u>

The Offeror's price proposal will be evaluated to determine price reasonableness based on comparisons with the IGE, previous purchase history, and other than certified cost and pricing data as needed. The total evaluated price of the offeror will be calculated by totaling the proposed prices of the CLINS in the Offeror's Pricing Schedule.

(End of Section M)
(End of Solicitation)