TERMS AND CONDITIONS
70Z03826QB0000183

3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items. (JULY 2023) (HSAR DEVIATION 25-09) (effective November 3, 2025)
The clauses and provisions contained herein are applicable to any order awarded as a result of this solicitation. The terms and conditions set forth herein supersede all other terms and conditions. Acceptance of the order in accordance with (IAW) FAR 12.201 constitutes acceptance of all terms and conditions contained herein.

Provisions

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (Aug 2025) (DEVIATION 25-21) (effective November 28, 2025)
This Provision applies to this acquisition and paragraph (c) is tailored with the following addendum: (c) Period for Acceptance of Offers - The offeror agrees to hold the prices in its offer firm for **60** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

Addendum

Quotation Submission Requirements

Quotations are required to provide the "Requirement" document (Attachment 1) with the unit price column completed.

52.212-2 Evaluation—Commercial Products and Commercial Services (Aug 2025) (DEVIATION 25-21) (effective November 28, 2025)
Is not applicable to this acquisition. Due to the sole source nature of this acquisition, the basis for award rests with the determination of fair and reasonable pricing. In accordance with FAR 12, evaluation criteria would be considered extraneous given the sole source nature of this requirement. Should the government receive responsive offers from responsible sources authorized by the OEM to provide these spare parts, the solicitation will be amended accordingly to consider any offers received. If deemed necessary, other than the cost and price will be requested from the offered.
(End of provision)

Technical Acceptability

- Technical Acceptability will be evaluated to determine an overall rating of "acceptable" or "unacceptable." Technical Acceptability will be evaluated on the ability of the offeror to provide new manufactured commercial items from the Original Equipment Manufacturer (OEM) or an OEM approved source.
- Exact part number(s) listed on the requirements schedule.

Technical Acceptability Ratings	Descriptions
Acceptable	Based on the offeror's quote, the Government has a high expectation that the offeror will meet the requirements identified.
Unacceptable	Based on the offeror's quote, the Government has low or no expectation that the offeror will be able to meet the requirements identified.

Full Text Provisions

52.209-5 Certification Regarding Responsibility Matters (NOV 2025) (DEVIATION 25-27) (effective November 28, 2025)

(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 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)

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

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

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that– (1) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
(End of provision)

52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate.

As prescribed in 25.601(b)(2)(i), insert the following provision:

Buy American-Free Trade Agreements-Israeli Trade Act Certificate OCT 2025 (FAR DEVIATION 26-09)

(a)

(1) The Offeror certifies that each end product, except those listed in paragraph (b) or (c)(1) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(2) of this provision contains a critical component.
(2) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(b) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(c)
(1) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Other Foreign End Products:

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(2) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. ___

[*List as necessary*]

(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

(End of provision)

Alternate I [Reserved]

Alternate II (Jan 2025). As prescribed in 25.601(b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act".

Israeli End Products:

Line Item No.
_____
_____
_____

[*List as necessary*]

Alternate III (Jan 2025). As prescribed in 25.601(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act".

Korean End Products or Israeli End Products:

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

52.233-2 Service of Protest (AUG 2025) (DEVIATION 25-25) (effective November 3, 2025)
(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them. (b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.
(End of provision)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications.
(DEVIATION 20-05) (NOV 2025)
(a) Definitions. As used in this provision-— Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240- 91, Security Prohibitions and Exclusions. Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce. Marginalized populations of Sudan means— (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act. Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms

are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate— (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan; (2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization; (3) Consist of providing goods or services to marginalized populations of Sudan; (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization; Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 2 of 17 (5) Consist of providing goods or services that are used only to promote health or education; or (6) Have been voluntarily suspended. Sensitive technology— (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically— (i) To restrict the free flow of unbiased information in Iran; or (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)). (b) Procedures. (1) Covered telecommunications and video surveillance. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for “covered telecommunications equipment or services.” (2) FASCSA Orders. (i) The Offeror shall search in SAM for the phrase “FASCSA order” for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions. (ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)). (iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation. (c) Covered telecommunications equipment or services representations. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror’s possession but does not need to include an internal or third-party audit)— (1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 3 of 17 resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and (2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g). (d) FASCSA Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror’s possession but does not need to include an internal or third-party audit. (e) Sudan certification. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror’s possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business

operations in Sudan. (f) Iran Representation and Certifications. (1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer— (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; (ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $10,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 4 of 17 Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx) (2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if— (i) This solicitation includes a trade agreements notice or certification (e.g., 52.225- 6, Trade Agreements Certificate); and (ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material. (iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov. (g) Disclosure. (1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant: (i) Contract number and order number, if applicable; (ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders; (iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); (iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product)); (v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service; (vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver); (vii) Whether alternative products or services are available that would be compliant with the prohibition; Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 5 of 17 (viii) If the product or service is related to item maintenance, include the following information on the item being maintained: (A) Brand; (B) Model number, OEM number, manufacturer part number, or wholesaler number; and (C) Item description, as

applicable. (ix) Any readily available information about mitigation actions undertaken or recommended. (2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows: (i) In the event the Contractor identifies covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report, in writing, via email, to the Contracting Officer, Contracting Officer's Representative, and the Enterprise Security Operations Center (SOC) at NDAA_Incidents@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil. (ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer. (3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information. (h) Executive agency review of disclosures. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.
(End of provision)

52.252-5 Authorized Deviations in Provisions. NOV 2020
(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
(End of provision)

52.252-1 Solicitation Provisions Incorporated by Reference Feb 1998
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:
https://www.acquisition.gov
(End of provision)

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

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

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

☒ 52.204-7 System for Award Management—Registration AUG 2025 (DEVIATION 25-19) (effective November 28, 2025).
☐ 52.207-6 Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts) AUG 2024
☐ 52.217-5 Evaluation of Options (SEPT 2025) (DEVIATION 25-36)
(effective November 28, 2025).
☐52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns OCT 2025 (FAR DEVIATION 26-03)
☒ 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products FEB 2021
☐ 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan OCT 2020
☐ 52.223-4 Recovered Material Certification MAY 2008 (EPA Designated items)
☐ 52.225-6 Trade Agreements-Certificate FEB 2021
☐ 52.225-20 Reserved (OCT 2025) (DEVIATION 26-09)] (effective November 28, 2025)
☐ 52.225-25 Reserved (OCT 2025) (DEVIATION 26-09)] (effective November 28, 2025
☐ 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation JUN 2020

HOMELAND SECURITY ACQUISITION REGULATIONS (HSAR) PROVISIONS

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

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

Addendum

Quality Assurance:

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

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

2. The contractor's quality control manual shall address in detail the contractor's risk management, test, inspection, non-conforming product and counterfeit/suspect parts processes.

3. The Contractor shall immediately notify the Contracting Officer of any changes that potentially have an impact on the product. Changes may include but are not limited to

products, processes, materiel, supplier sources, manufacturing facility location and personnel qualifications.

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

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

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

Packaging Instructions:

1. The USCG Aviation Logistics Center (ALC) is a supply depot; therefore, material will be stored and transshipped to various users. The container shall be packed and labeled suitable for shipment via land, air, or sea. Packaging material shall NOT consist of the following: popcorn, shredded paper, Styrofoam of any type, or peanut packaging.

2. Each part shall be individually packed in a separate envelope, box, carton or crate. For bulk packages, packaging of material up to 100 each per package is acceptable. Each individual container shall be labeled on the inside with National Stock Number, Part Number, Serial Number, Quantity, Nomenclature, Delivery Order Number, and Delivery Order Line Item Number. Packing List and Certification/Documentation shall be placed on the outside of individual containers.

3. The internal packing material shall be sufficient to prevent damage during shipment, handling and storage. Preservation and protection shall be provided to prevent corrosion, deterioration or decay during warehouse storage for a period of one year.

Marking Instructions:

All shipping containers/packages shall be marked for task IAW the contract or task. All parts and assemblies, which require special care during packing, handling or shipping shall be identified and marked appropriately. A copy of the packing slip shall be affixed to the exterior of the package or shipping container and shall contain the following information:

NSN
Part Number
Nomenclature
S/N
Purchase Order/Item Number (to be determined at time of issuance)
Contractor's Name and Address

TERMS AND CONDITIONS
70Z03826QB0000183

Shipping Instructions:

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

USCG Aviation Logistics Center
Receiving Section, Bldg. 63
1664 Weeksville Road
Elizabeth City, NC 27909-5001
Purchase Order Number: (to be determined at time of issuance)

Inspection and Acceptance:

1. Inspection and acceptance of material under this contract, to ensure that equipment is in accordance with manufacturer's specifications, shall be performed at destination by local USCG personnel and consist of count and condition only. NOTE: All serial number tracked items will be inspected and accepted by local USCG Quality Assurance personnel.

2. A COC shall be required for all items provided on this contract. The certificate must be signed by an authorized official of the approved source and must specify the nomenclature, manufacturer's part number and date of manufacture. For Production Approval Holder, a COC and a copy of the FAA Parts Manufacturer Approval (PMA) or other manufacturing authority shall be provided.

3. Contractors shall also provide a COC signed by the contractor's authorized representative in accordance with FAR 52.246-15 and documentation reflecting the complete unbroken history of ownership of the parts from purchase from the approved manufacturing source until delivery to the USCG.

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

5. Contractor must provide the following documentation if selected:

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

☐ **Certificate of Conformance** in accordance with FAR 52.246-15 is required.

☐ PMA documentation required.

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

Deliveries or Performance:
F.O.B. Destination is requested as the delivery term for all deliverables. All offers will be considered F.O.B. Destination unless F.O.B. origin is specified AND estimated shipping costs are included.

Invoicing Instructions:

1. The Contractor's invoice shall be submitted IAW FAR 52.212-4 to the designated billing office for payment as noted below. The Contractor is **HIGHLY** encouraged to submit invoices electronically to ALC-Fiscal@uscg.mil.
   Chief, Fiscal Branch; USCG ALC
   Fiscal Branch, Bldg. 63
   1664 Weeksville Road
   Elizabeth City, NC 27909
   Purchase Order Number: (to be determined at time of issuance)

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

Full Text Clauses

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

(a) Definitions. As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor. Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

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

(1) The Contractor will not engage in any racially discriminatory DEI activities;
(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

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

52.223-23 Sustainable Products.
Sustainable Products OCT 2025 (FAR DEVIATION 26-12)
(a) *Definitions.* As used in this clause—
Sustainable product means—

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

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

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

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

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

(1) Delivered to the Government;
(2) Furnished for use by the Government;
(3) Incorporated into the construction of a public building or public work; or

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

52.252-6 Authorized Deviations in Clauses Nov 2020
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
(b) The use in this solicitation or contract of any Homeland Security Acquisition Regulation (48 CFR Chapter 30) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.
(End of clause)

52.240-91 Security Prohibitions and Exclusions. (DEVIATION 20-05) (NOV 2025)
(a) Definitions. As used in this clause— American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118- 31, 41 U.S.C. 3901 note prec.). Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet). Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited. Covered article, as defined in 41 U.S.C. 4713(k), means: (1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types; (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153); (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology. Covered foreign country means The People's Republic of China. Covered telecommunications equipment or services means— (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 7 of 17 (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Critical technology means— (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled— (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or (ii) For reasons relating to regional stability or surreptitious listening; (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817). FASC-prohibited

unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity. Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 8 of 17 FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e): (1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order. (2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order. (3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order. Information technology, as defined in 40 U.S.C. 11101(6)— (1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use— (i) Of that equipment; or (ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product; (2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but (3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract. Intelligence community, as defined by 50 U.S.C. 3003(4), means the following— Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 9 of 17 (1) The Office of the Director of National Intelligence; (2) The Central Intelligence Agency; (3) The National Security Agency; (4) The Defense Intelligence Agency; (5) The National Geospatial-Intelligence Agency; (6) The National Reconnaissance Office; (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs; (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy; (9) The Bureau of Intelligence and Research of the Department of State; (10) The Office of Intelligence and Analysis of the Department of the Treasury; (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community. Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources. Kaspersky Lab-covered article means any hardware, software, or service that— (1) Is developed or provided by a Kaspersky

Lab-covered entity; (2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or (3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity. Kaspersky Lab-covered entity means— Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 10 of 17 (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)). Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 11 of 17 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 Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 12 of 17 (iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31). (2) Procedures. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract. (3) Exemptions, exceptions, and waivers. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers. (d) Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract. (1) Certain telecommunications and video surveillance equipment, systems, or services. (i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). (ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using— (A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or (B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles. (2) Office of Foreign Assets Control Restrictions. (i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 13 of 17 Executive order, or statute administered by OFAC, or if OFAC’s implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States. (ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. (A) For lists of entities and individuals subject to economic sanctions, see

OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/speciallydesignated-nationals-and-blocked-persons-list-sdn-human-readable-lists. (B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-controlsanctions-programs-and-information. (C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury. (3) Sudan prohibition. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174). (4) Iran prohibitions. (i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note). (ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515). (iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25). Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 14 of 17 (iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $10,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)). (e) Governmentwide exclusion and removal orders. (1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows: (i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply. (ii) For all other solicitations and contracts, DHS FASCSA orders apply. (2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders. (3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract. (4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)). (f) Reasonable inquiry. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit. (g) Removal of prohibited products and services. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits. (h) General report. (1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract

performance does not comply with any prohibition in this clause, then the Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 15 of 17 Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours: (i) Contract number and order number, if applicable; (ii) The specific prohibition the product or service is not complying with; (iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); (iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product)); (v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service; (vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver); (vii) Whether alternative products or services are available that would comply with the prohibition; (viii) If the product or service is related to item maintenance, include the following information on the item being maintained: (A) Brand; (B) Model number, OEM number, manufacturer part number, or wholesaler number; and (C) Item description, as applicable. (ix) Any readily available information about mitigation actions implemented or recommended. (2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows: Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 16 of 17 (i) In the event the Contractor identifies covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report, in writing, via email, to the Contracting Officer, Contracting Officer's Representative, and the Enterprise Security Operations Center (SOC) at NDAA_Incidents@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil. (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 Attachment 1 FAR Class Deviation 2020-05, Revision 4 FAR Deviation 20-05, Rev 4 Page 17 of 17 by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order: (i) Contract number and order number, if applicable; (ii) Name of the covered article or source subject to a FASCSA order; (iii) The specific FASCSA order the product or service does not comply with; (iv) The elements of (h)(1)(iii) through (ix) of this clause. (j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.
(End of clause)

52.244-6 Subcontracts for Commercial Products and Commercial Services.
Subcontracts for Commercial Products and Commercial Services APR 2026 (FAR DEVIATION 26-10)
(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
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.219-8 *	Utilization of Small Business Concerns	JAN 2025
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-50 with Alt I	Combating Trafficking in Persons, with its Alternate I	MAR 2015
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements	MAY 2014
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements	MAY 2014

52.222-54	Employment Eligibility Verification	JAN 2025
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.222-90	Addressing DEI Discrimination by Federal Contractors	APR 2026
52.224-3	Privacy Training	JAN 2017
52.224-3 with Alt I	Privacy Training, with Alternate I	JAN 2017
52.225-26	Contractors Performing Private Security Functions Outside the United States	OCT 2016
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.240-91	Security Prohibitions and Exclusions	DATE
52.240-91 with Alt I	Security Prohibitions and Exclusions, with its Alternate I	DATE
52.240-92	Security Requirements	DATE
52.240-92 with Alt II	Security Requirements, with its Alternate II	DATE
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 19.109(a) on the date of subcontract award, the subcontractor must include 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)

52.252-2 Clauses Incorporated by Reference. FEB 1998
This solicitation incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of the clause may be accessed electronically at Internet address http://acquisition.gov/far/index.html.
(End of Clause)

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

☐ 52.203-6 Restrictions on Subcontractor Sales to the Government JUN 2020
Alternate I NOV 2021
☐ 52.203-13 Contractor Code of Business Ethics and Conduct NOV 2021
☒ 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements JAN 2017
☐ 52.204-9 Personal Identity Verification of Contractor Personnel JAN 2011
☒ 52.204-13 System for Award Management Maintenance. (AUG 2025) (DEVIATION 25-19) (effective November 28, 2025).
☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment JAN 2025
☐ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters OCT 2018
☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations NOV 2018
☒ 52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services. (Aug 2025) (DEVIATION 25-21) (effective November 28, 2025).
☐ 52.219-6 Notice of Total Small Business Set-Aside OCT 2025 (FAR DEVIATION 26-03)
☐ Alt I of 52.219-6 MAR 2020
☐ 52.219-8 Utilization of Small Business Concerns OCT 2025 (FAR DEVIATION 26-03)

☐ 52.219-9 Small Business Subcontracting Plan MAY 2026 (FAR DEVIATION 26-03)
☐ Alternate II of 52.219-9 MAY 2026 (FAR DEVIATION 26-03)
☐ 52.219-14 Limitations on Subcontracting OCT 2025 (FAR DEVIATION 26-03)
☐ 52.219-16 Liquidated Damages—Subcontracting Plan OCT 2025 (FAR DEVIATION 26-03)
☐ 52.219-33 Nonmanufacturer Rule OCT 2025 (FAR DEVIATION 26-03)
☒ 52.222-3 Convict Labor JUN 2003
☒ 52.222-19 Child Labor—Cooperation with Authorities and Remedies APR 2026 (FAR DEVIATION 26-10, Revision 1) (effective April 3, 2026)
☐ 52.222-35 Equal Opportunity for Veterans OCT 2025 (FAR DEVIATION 26-10)

☒ 52.222-36 Equal Opportunity for Workers with Disabilities OCT 2025 (FAR DEVIATION 26-10)
☐ 52.222-37 Employment Reports on Veterans OCT 2025 (FAR DEVIATION 26-10)
☐ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act DEC 2010
☒ 52.222-50 Combating Trafficking in Persons NOV 2021
☐ 52.222-54 Employment Eligibility Verification OCT 2025 (FAR DEVIATION 26-10)
☐ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons OCT 2025 (FAR DEVIATION 26-12)
☐ 52.223-12 Maintenance OCT 2025 (FAR DEVIATION 26-12)
☐ 52.223-20 [Reserved (OCT 2025) (DEVIATION 26-12)] (effective November 28, 2025)
☐ 52.223-21 [Reserved (OCT 2025) (DEVIATION 26-12)] (effective November 28, 2025)
☐ 52.225-5 Trade Agreements Nov 2023
☐ 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission outside the United States May 2020
☐ 52.225-26 Contractors Performing Private Security Functions Outside the United States Oct 2016
☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside Nov 2007
☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area NOV 2007
☒ 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving MAY 2024
☐ 52.229-12 Tax on Certain Foreign Procurements FEB 2021
☐ 52.232-30 Installment Payments of Commercial Products and Commercial Services NOV 2021
☒ 52.232-33 Payment by Electronic Funds Transfer—System for Award Management OCT 2018
☐ 52.232-34 Payment by Electronic Funds Transfer—Other than System for Award Management JUL 2013
☒ 52.232-40 Providing Accelerated Payments to Small Business Subcontractors MAR 2023
☒ 52.233-3 Protest After Award AUG 2025 (FAR DEVIATION 25-25)
☒ 52.233-4 Applicable Law for Breach of Contract Claim AUG 2025 (FAR DEVIATION 25-25)
☐ 52.242-5 Payments to Small Business Subcontractors JAN 2017
☒ 52.246-15 Certificate of Conformance APR 1984
☐52.247-29 FOB Origin FEB 2006
☒ 52.247-34 FOB Destination NOV 1991
☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels NOV 2021
- ☐ Alt I of 52.247-64 APR 2003
- ☐ Alt II of 52.247-64 NOV 2021

HOMELAND SECURITY ACQUISITION REGULATIONS (HSAR) CLAUSE(S)

☐ 3052.203-70 Instructions for Contractor Disclosure of Violations.
☐ 3052.205-70 Advertisement, Publicizing Awards, and Releases.
☐ 3052.249-90 Contract Termination. (USCG)