COMBINED SYNOPSIS/SOLICITATION FOR COMMERCIAL ITEMS

Solicitation Number: 70FBR126Q00000005

Solicitation Title: R1 Mini-split System Installation

NAICS Code: 238220 for Plumbing, Heating, and Air-Conditioning

Set Asides: 100% Small Business

Resulting Contract Type: Firm Fixed Price Purchase Order

Site Visit: A mandatory organized site visit is scheduled for Thursday, August 6, 2026, starting at 9:00AM, EST at the place of performance. Interested vendors are required to confirm attendance in advance.

Please send all attendance confirmations including the company name and personnel attending the site visit, via email, to the Contracting Officer and Contract Specialist no later than 12:00PM, EST Wednesday, August 5, 2026. Please note, a valid Real ID or U.S. Passport is required to access the property.

Individuals without a Real ID or fail to confirm attendance in advance will not be permitted. This site visit is mandatory to be considered for award. **This will be the only site visit opportunity**.

Quotes Due: Thursday August 13, 2026 at 4:00pm.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
70FBR126Q00000005

6. SOLICITATION ISSUE DATE
07/29/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
Anhur Maklef

b. TELEPHONE NUMBER *(No collect calls)*

8. OFFER DUE DATE/ LOCAL TIME
08/13/2026 1600 ET

9. ISSUED BY CODE 70FBR1

FEMA REGION 01
FEDERAL EMERGENCY MANAGEMENT AGENCY
REGION I
220 BINNEY STREET
CAMBRIDGE MA 02142

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: % FOR:

[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
[ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
[ ] 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 238220

SIZE STANDARD: $19

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

12. DISCOUNT TERMS

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

13b. RATING

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

15. DELIVER TO CODE 0003MA

FEMA
63 OLD MARLBORO ROAD
MAYNARD MA

16. ADMINISTERED BY CODE FEMA

FEDERAL EMERGENCY MANAGEMENT AGENCY
FINANCIAL ACQUISITIONS MGMT DIV
READINESS RESPONSE IT BRANCH
ATTN JANICE UTHE
500 C STREET SW ROOM 350
WASHINGTON DC 20472

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

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

18a. PAYMENT WILL BE MADE BY CODE

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
	The Contractor shall provide all labor, supervision, materials, equipment, PPE and transportation necessary to install Mini-Split System in accordance with the Statement of Work. Continued... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

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

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Offerors shall submit a technical, past experience and price quote in accordance with Attachment 1 - Statement of Work, Attachment 2 - Wage Determinations and solicitation requirements.				
0001	CLIN 0001 – Materials for Mini-Split System Installation Description: Provide all materials required for the installation of a mini-split HVAC System. Quantity: 1 Lot Total Price: $_____ Product/Service Code: N045 Product/Service Description: INSTALLATION OF EQUIPMENT- PLUMBING, HEATING, AND WASTE DISPOSAL EQUIPMENT	1	LO		
0002	CLIN 0002 – Labor for Mini-Split System Installation Description: Provide all labor required for the installation of a mini-split HVAC system, including site preparation, electrical and refrigerant line installation, system testing, and cleanup.	1	LO		

Continued...

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

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

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

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Quantity: 1 Lot Total Price: $_____ Product/Service Code: N045 Product/Service Description: INSTALLATION OF EQUIPMENT- PLUMBING, HEATING, AND WASTE DISPOSAL EQUIPMENT				

SECTION B – SUPPLIES, SERVICES, AND PRICES

B.1 SERVICES TO BE ACQUIRED

The contractor shall provide all labor, materials, equipment, supervision and transportation necessary to install Mini-Split system.

B.2 PRICING SCHEDULE

Offerors shall provide a quote for the services to be acquired outlined in Attachment 1 – Statement of Work.

B.3 CONTRACT TYPE

The Department of Homeland Security (DHS) – Federal Emergency Management Agency (FEMA) intends to one (1) firm fixed price purchase order.

B.4 IDENTIFICATION OF GOVERNMENT OFFICIALS

The Government Officials assigned to this contract are as follows:

Contracting Officer
Name: Karley Hoyt
Email: Karley.Hoyt@fema.dhs.gov

Contract Specialist
Name: Anhur Maklef
Email: Anhur.Maklef@fema.dhs.gov

B.5 PERIOD OF PERFORMANCE

Services rendered under the resulting purchase order shall be completed within 90 days from award.

B.6 PLACE OF PERFORMANCE

Federal Emergency Management Agency Region 1 Federal Regional Center: 63 – 65 Old Marlboro Road, Maynard, MA 07154.

B.7 FEDERAL HOLIDAYS

Unless specifically authorized in writing by the Contracting Officers, no services will be provided, and no charges will be incurred and/or billed to any order on this contract on any of the Federal Holidays listed below:

1. New Year's Day – January 1st
2. Martin Luther King's Birthday – 3rd Monday in January
3. Washington's Birthday – 3rd Monday in February
4. Memorial Day – Last Monday in May

5. Juneteenth National Independence Day – June 19th
6. Independence Day – July 4th
7. Labor Day – 1st Monday in September
8. Columbus Day – 2nd Monday in October
9. Veterans Day – November 11th
10. Thanksgiving Day – 4th Thursday in November
11. Christmas Day – December 25th

B.8 BILLING INSTRUCTIONS

Contractors shall use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) located at http://www.gsa.gov/portal/forms/type/SF when submitting a payment request. A payment request means any invoice or request for contract financing payment requesting reimbursement for supplies or services rendered. The Contractor shall not be paid more frequently than on a monthly basis.

Contractors must submit vouchers electronically in pdf format to the FEMA Finance Center at FEMA-Finance-Vendor-Payments@fema.dhs.gov . A copy of the voucher must be submitted electronically to the contracting officer identified within this contract. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Paper vouchers mailed to the finance center will not be processed for payment. If the Contractor is unable to submit a payment request in electronic form, the contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

B.9 INVOICE INSTRUCTIONS

The contractor shall submit a monthly invoice upon delivery and acceptance of all supplies or services as specified in the Section B clause, “Consideration and Payment”. Invoices shall be submitted as follows:

Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) and SF 1035 Continuation sheet when requesting payment for supplies or services rendered. The voucher must provide a description of the supplies or services, by line item (if applicable), quantity, unit price, and total amount. The item description, unit of measure, and unit price must match those specified in the contract. Invoices that do not match the line-item pricing in the contract will be considered improper and will be returned to the Contractor.

SF 1034 and 1035 instructions: SF 1034 – Fixed Price

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

(1) U.S. Department, Bureau, or establishment and location insert the names and address of the servicing finance office unless the contract specifically provides otherwise.

(2) Date Voucher Prepared - insert date on which the public voucher is prepared and

submitted.

(3) Contract/Task Order Number and Date - insert the number and date of the contract and task order, if applicable, under which reimbursement is claimed.

(4) Requisition Number and Date - leave blank.

(5) Voucher Number - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)

(6) Schedule Number; Paid By; Date Invoice Received - leave blank.

(7) Discount Terms - enter terms of discount, if applicable.

(8) Payee's Account Number - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.

(9) Payee's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

(10) Shipped From; To; Weight Government B/L Number - insert for supply contracts.

(11) Date of Delivery or Service - show the month, day and year, beginning and ending dates of supplies or services delivered.

(12) Articles and Services - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page (insert page number) of Standard Form 1035." Type this following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in this contract"

(Name of Official) (Title)

(13) Quantity; Unit Price – insert for supply contracts.

(14) Amount – insert the amount claimed for the period indicated in (11) above. This amount should be transferred from the total per SF 1035 Continuation Sheet.

B.10 DEFECTIVE OR IMPROPER INVOICES (JUN 2014)

Name, title, phone number, and email of officials of the business concern who are to be notified when the Government receives an improper invoice.

Offeror to provided contract information.

Offeror POC:

Email Address:
Phone Number:

B.11 INVOICE APPROVAL (JUN 2014)

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

Authorized Invoice Approver:

Name: To Be Identified at Contract Award
Email: To Be Identified at Contract Award

B.12 MODIFICATIONS

Under the resulting purchase order, a **warranted** FEMA Contracting Officer is the only Government official authorized to make changes via a Standard Form 30. Only a duly appointed FEMA Contracting Officer is authorized to change the specifications, terms, and conditions of this contract.

B.13 KICK-OFF/POST AWARD CONFERENCE/PERIODIC PARTNER MEETING

The Contractor must be required to participate in a Post Award Conference with the Contracting Officer and the COR no later than 10 business days after the date of award. The purpose of the Post Award Conference, which will be chaired by the Contracting Officer, is to discuss technical and contracting objectives of this contract. The Post Award Conference will be held via teleconference. The Contractor agrees to attend any post award meetings convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.

The Contracting Officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the Government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced.

B.14 NOTIFICATION OF DEBARMENT AND SUSPENSION

The Contractor shall provide immediate notice to the Contracting Officer in the event that the Contractor or a subcontractor is suspended, debarred or declared ineligible by any Federal government Agency or Department, or upon receipt of a notice of proposed debarment from any Federal Agency or Department.

SECTION C – CONTRACT CLAUSES

C.1 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 a clause may be accessed electronically at this/these address(es): www.acquisition.gov/far and www.acquisition.gov/far-overhaul .

Number	Title	Date
52.202-1	Definitions	Jun 2020
52.203-3	Gratuities	Apr 1984
52.203-6	Restrictions on Subcontractor Sales to the Government - Alt I	Nov 2021
52.203-12	Limitations on Payments to Influence Certain Federal Transactions	Jun 2020
52.203-13	Contractor Code of Business Ethics and Conduct	Nov 2021
52.203-17	Contractor Employee Whistleblower Rights	Nov 2023
52.204-9	Personal Identify Verification of Contractor Personnel	Jan 2011
52.204-13	System for Award Management Maintenance (DEVIATION 25-19)	Aug 2025
52.204-19	Incorporation by Reference of Representation and Certifications	Dec 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	Jan 2025
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	Oct 2018
52.212-4	Contract Terms and Conditions – Commercial products and Commercial Services - Alternate I (DEVIATION 25-21)	Nov 2025
52.219-8	Utilization of Small Business Concerns (DEVIATION 26-03)	Nov 2025
52.219-28	Postaward Small Business Program Rerepresentation (DEVIATION 26-03)	Nov 2025
52.222-3	Convict Labor	Jun 2003
52.222-19	Child Labor-Cooperation with Authorities and Remedies	Jan 2025
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec 2010
52.222-41	Service Contract Labor Standards	Aug 2018
52.222-42	Statement of Equivalent Rates for Federal Hires	May 2014
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts)	Aug 2018
52.222-50	Combating Trafficking in Persons	Oct 2025
52.222-54	Employment Eligibility Verification (DEVIATION 26-10)	Nov 2025
52.222-36	Equal Opportunity for Workers with Disabilities	Jun 2020
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (DEVIATION 26-12)	Nov 2025
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (DEVIATION 26-12)	Nov 2025
52.223-23	Sustainable Products and Services (DEVIATION 26-12)	Nov 2025
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
52.232-1	Payments	Apr 1984
52.232-17	Interest	May 2014

52.232-18	Availability of Funds	Apr 1984
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	Oct 2018
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.233-1	Disputes (DEVIATION 25-25)	Aug 2025
52.233-3	Protest After Award (DEVIATION 25-25)	Aug 2025
52.237-3	Continuity of Services	Jan 1991
52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities	Nov 2024
52.242-13	Bankruptcy	Jul 1995
52.242-15	Stop Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984
52.243-1	Changes – Fixed – Price	Aug 1996
52.243-3	Changes – Time and Material or Labor Hour	Sept 2000
52.246-4	Inspection of Services – Fixed Price	Aug 1996
52.246-6	Inspection – Time and Material and Labor Hour	
52.246-16	Responsibility for Supplies	Apr 1984
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work.	Dec 2003
3052.222-71	Strikes or picketing affecting access to a DHS facility	Dec 2003

C.4 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (DEVIATION 25-23) (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);

(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

(5) 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 the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an 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));

(3) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(4) 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.);

(iii) 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

(iv) 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.

(5) 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/financial-sanctions/speciallydesignated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policyissues/office-of-foreign-assets-control-sanctions-programs-and-information.

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

which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition.* The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $10,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders.*

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

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

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

(h) General report.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

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

(ii) The specific prohibition the product or service is not complying with;

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

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

(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)

C.5 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (JUL 2023) (HSAR DEVIATION 25-09)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference: [The Contracting Officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The Contracting Officer may add the date of the provision or clause if desired for clarity.]

(a) *Provisions.*

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

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

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

____Alternate I

____Alternate II

____3052.247-71 F.o.B. Origin Only.

_X___3052.247-72 F.o.B. Destination Only.

(b) *Clauses.*

_X___3052.203-70 Instructions for Contractor Disclosure of Violations.

_X___3052.205-70 Advertisement, Publicizing Awards, and Releases.

____Alternate I

_X___3052.209-72 Organizational Conflicts of Interest.

____3052.209-73 Limitation on Future Contracting.

____3052.215-70 Key Personnel or Facilities.

____3052.216-71 Determination of Award Fee.

____3052.216-72 Performance Evaluation Plan.

____3052.216-73 Distribution of Award Fee.

____3052.217-91 Performance. (USCG)

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

____3052.217.93 Subcontracts. (USCG)

____3052.217.94 Lay Days. (USCG)

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

____3052.217-96 Title. (USCG)

____3052.217.97 Discharge of Liens. (USCG)

____3052.217-98 Delays. (USCG)

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

____3052.217-100 Guarantee. (USCG)

_X___3052.219-71 DHS Mentor Protégé Program.

____3052.228-70 Insurance.

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

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

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

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

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

__X__3052.240-71 Contractor Employee Access.

____Alternate I

_X___Alternate II

____3052.240-72 Safeguarding of Controlled Unclassified Information.

____Alternate I

____3052.240-73 Notification and Credit Monitoring Requirements for Personally

Identifiable Information Incidents.

___3052.242-72 Contracting Officer's Representative.

____HSAR 3052.249-90 Contract Termination (USCG).

(End of clause)

C.6 NOTICE OF DELAY

If the Contractor becomes unable to complete the contract work at the specified time because of technical difficulties, notwithstanding the exercise of good faith and diligent efforts in the performance of the work called for hereunder, the Contractor shall give the Contracting Officer written notice of the anticipated delay and reasons therefore. Such notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor but in no event less than forty-five (45) days before the completion date specified in this contract, unless otherwise directed by the Contracting Officer. When notice is so required, the Contracting Officer may extend the time specified in the schedule for such period as deemed advisable.

(End of Clause)

C.7 SECTION 508 COMPLIANCE

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) required that when Federal Agencies develop, procure, maintain, or use electronic information technology (EIT), they must ensure that it is accessible to people with disabilities. Federal employees and members of the public who have disabilities must have equal access to and use of information and data that is comparable to enjoyed by non-disabled Federal employees and members of the public.

All EIT deliverables within this work statement shall comply with the applicable technical and

functional performance criteria of Section 508 unless exempt. Specifically, the following applicable EIT accessibility standards have been identified:

Section 508 Applicable EIT Accessibility Standards

a. 36 CFR 1194.21 Software Applications and Operating Systems applies to all EIT software applications and operating systems procured or developed under this work statement including but not limited to GOTS and COTS software. In addition, this standard is to be applied to Wed-based applications when needed to fulfill the functional performance criteria. This standard also applies to some Wed based applications as described within 36 CFR 1194.22.
b. 36 CFR 1194.22 Web-based Intranet and Internet Information and Applications, applies to all Wed based deliverables, including documentation and reports procured or developed under this work statement. When any Web application uses a dynamic (nonstatic) interface, embeds custom user control(s), embeds video or multimedia, uses proprietary or technical approaches such as, but not limited to, Flash or Asynchronous JavaScript and XML (AJAX) then 1194.21 Software standards also apply to fulfill functional performance criteria.
c. 36 CFR 1194.24 Video and Multimedia Products applies to all video and multimedia products that are procured or developed under this work statement. Any video or multimedia presentation shall also comply with the software standards (1194.21) when the presentation is through the use of a Web or Software application interface having user controls available.
d. 36 CFR 1194.25 Self Contained, Closed Products, applies to all EIT products such as printers, copiers, fax machines, kiosks, etc. that are procured or developed under this work statement.
e. 36 CFR 1194.31 Functional Performance Criteria applies to all EIT deliverables regardless of delivery method. All EIT deliverables shall use technical standards, regardless of technology, to fulfill functional performance criteria.
f. 36 CFR 1194.41 Information Documentation and Support applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required 1194.31 Functional Performance Criteria, they shall comply with the technical standard associated with Wed based Intranet and Internet Information and Applications at a minimum. In addition, any help or support provided in this work statement that offer telephone support, such as, but not limited to, a help desk shall have the ability to transmit and receive messages using TTY.

Section 508 Applicable Exceptions
Exceptions for this work statement have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions shall be sent to the COR and determination will be made in accordance with DHS MD 4010.2. DHS has identified the following exceptions that may apply: 36 CFR 1194.3(b) Incidental to Contract, all EIT that is exclusively owned and used by the contractor to fulfill this work statement does not require compliance with Section508. This exception does not apply to any EIT deliverable, service or item that will be used by and Federal employee(s) or member(s) of the public. This exception only applies to those contractors assigned to fulfill the obligations of this work statement and for the purposes of those requirements are not considered members of the public.

Section 508 Compliance Requirements
36CFR 1194.2(b) (COTS/GOTS products). When procuring a product, each agency shall

procure products which comply with the provisions in this part when such products are available in the commercial marketplace or when such products are developed in response to a Government solicitation. Agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all standards. If products are commercially available that meet some but not all of the standards, the agency must procure the product that best meets the standards. When applying this standard, all procurement of EIT shall have documentation of market research that identify a list of products or services that first meet the agency business needs, and from that list of products or services, an analysis that the selected products met more of the accessibility requirements than the non-selected products as

required by FAR 39.2. any selection of a product or service that meets less accessibility standards due to a significant difficulty or expense shall only be permitted under an undue burden claim and requires authorization from the DHS Office of Accessible Systems and Technology (OAST) in accordance with DHS MD 4010.2.

All deliveries for testing of functional and/or technical requirements must include specific testing for Section 508 compliance and must use DHS Office of Accessible Systems and Technology approved testing methods and tools. For information about approved testing methods and tools, send an email to accessibility@dhs.gov.

C.8 ARTIFICIAL INTELLIGENCE

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

The term 'artificial intelligence' means a machine-based system that can, for a given set of human defined objective, make predictions, recommendations or decisions influencing real or virtual environments. Artificial intelligence systems use machine and human-based inputs to –

(A) Perceive real and virtual environments;
(B) Abstract such perceptions into models through analysis in an automated manner; and
(C) Use model inference to formulate options for information or action.

(End of clause)

C.9 Notice #1

Contractor acknowledges that the resulting contracts shall conform to DHS FAR Class Deviation 25-01 for HSAR part 3006, dated July 25, 2025, for purposes of implementing Federal Acquisition Regulation Class Deviation (Number 25-11) for FAR Part 6 in support of Executive Order 14275 on Restoring Common Sense to Federal Procurement, the following notice is incorporated into this solicitation: *HSAR Class Deviation 25-01 for HSAR Part 3006 in Support of Executive Order on Restoring Comment Sense to Federal Procurement.*

(End of Notice)

SECTION D – CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS:

Attachment Number	Document Title
Attachment 1	Statement of Work

Attachment 2	Wage Determinations

SECTION E – SOLICITATION PROVISIONS

E.1 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.acqusition.gov

NUMBER	TITLE	DATE
52.204-7	System for Award Management (DEVIATION 25-19)	Aug 2025
52.212-1	Instructions to Offeror s—Commercial Products and Commercial Services (DEVIATION 25-21)	Aug 2025

E.2 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 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 non-responsible.

(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)

E.2 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 a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

(End of provision)

E.3 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)

E.4 52.209-12 CERTIFICATION REGARDING TAX MATTERS (NOV 2025) (DEVIATION 25-27)

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

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

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

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

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

(End of provision)

E.5 52.212-1 INSTRUCTIONS TO OFFEROR S – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2025) (DEVIATION 25-21) – ADDENDUM

In addition to the FAR 52.212-1 “Instruction to Offeror s—Commercial Items” the following is requested:

SAM Registration
Offerors shall be actively registered in the System for Award Management (SAM) at the time of quote submission and remain registered through contract award.

Response to Solicitation Provisions
Offerors shall provide responses to all solicitation provisions E.2, E.3 and E.4.

Submission of Questions shall be addressed in writing to the Contracting Officer, Karley.Hoyt@fema.dhs.gov **AND** the Contract Specialist, Anhur.Maklef@fema.dhs.gov with the subject line: "Questions R1 FRC Mini Split System - 70FBR126Q00000005_Your Company's Name" no later than 12:00PM, EST, **Friday, August 7, 2026**.

Questions
All questions will receive a response via an amendment to the RFQ and will be posted to www.sam.gov no later than **Tuesday, August 11, 2026**. FEMA will not attribute any question(s) asked to the submitted Offeror(s).

The Government recommends that the Offeror ensures that questions are written to enable a clear understanding as to the Offeror 's issues or concerns with the referenced area of the solicitation. Statements expressing opinions, sentients, or conjectures are not considered valid inquiries or comments for the purpose and will not receive a response from the Government.

Responses to questions may be provided to all prospective Offeror s, giving due regard to the proper protection of proprietary information. To receive responses to questions, Offeror s shall cite, at a minimum, the section, paragraph number, and page number in the format shown below. Further, Offeror's are reminded that FEMA will not address hypothetical questions aimed toward receiving a potential "Evaluation Decision" from FEMA.

Questions shall be submitted in a PDF (no page limit)
If a question leads to a change in solicitation document, that document may be updated directly; however, any other government responses to a question are provided as a courtesy only and does not change or amend anything further.

If amendments to the solicitation are issues, all Offeror s must acknowledge the Amendments by signing the accompanying Standard Form 30 and returning the signed Standard Form 30 for all Amendments issued with the Offeror 's quote submission. Failure to acknowledge all amendments issued by the Government may result in the quotes submitted in response to the solicitation be found non-responsive by the Government.

Submission of Quotes

Quotes shall be emailed to Contracting Officer and Contract Specialist identified above with the subject line: "R1 FRC Mini Split System - **70FBR126Q00000005**_Your Company's Name" no later than 4:00PM, EST, **Thursday, August 13, 2026**.

Format: Quotes shall be prepared and submitted with a cover page, in two (2) separate volumes as follows:

Volume I	Technical – Shall not exceed 10 pages
Volume I	Past Performance - Shall not exceed 6 pages
Volume I	Responses to Solicitation Provisions
Volume II	Price – No page limit

Each of the parts shall be separate and complete in itself so that the evaluation of one may be accomplished independently from the evaluation of the other.

The technical quotes **shall not** contain reference to cost; however, resource information (such as data concerning categories, materials, subcontracts, etc.) must be contained in the technical quote so the contractor's understanding of the requirement may be evaluated.

Page limitations apply. Volumes shall not exceed the established maximum page limits identified above. Pages in excess of the established maximum will not be reviewed.

The submission shall also consist of cover page/executive summary:

Cover Page/Executive Summary – the Offeror 's cover page/executive summary shall be marked with the RFP number, title, company name, DUNS, Unique Entity Identifier (UEI), and company POC information. The executive summary shall be no longer the one (1) page. The contents of the executive summary will not be evaluated. To include identification of copy or original. The cover page shall contain sufficient detail that will allow the important elements to be easily located. The take of contents does not count against the page limitation.

The deadline for submission of the electronic copy of the quote is firm. It is the sole responsibility of the Offeror s to ensure that the electronic media submitted is virus-free and can be opened and read by Government officials. As the closing date and time draws near, heavy traffic on the web server may cause delays. Offerors are strongly encouraged to plan ahead and leave ample time to prepare and submit their quotes. The electronic copy of the quote will constitute the official copy for timely receipt.

All quotes will be evaluated by the Source Selection Evaluation Board (SSEB) in accordance with the factors and criteria established herein. The establish evaluation criteria are provided before the receipt of quote with the intent to ensure that the evaluation process will be a structured process.

Basis of Award

Award will be made to the responsible offeror whose proposal represents the best value to the Government in accordance with the evaluation criteria contained in this solicitation.
Therefore, the Offerors initial Proposal should contain the Offerors best terms. At any time prior to selection, including upon receipt of proposals, the Government may exclude a proposal from further consideration for any material failure to follow instructions, including the omission of required information. FEMA may negotiate and request revised quotes from only the apparent successful vendor or those that are determined to be only the highest rated. All evaluation factors are of equal weight. One (1) factor with a "Low Confidence" rating will remove the Offeror from further consideration for award.

E.6 52.212-2 EVALUATION – COMMERICAL PRODUCTS AND COMMERCIAL SERVICES (Aug 2025) (DEVIATION 25-21)

(a) The Government will award one (1) purchase order resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offerors:

Factor 1 - Site Visit
Factor 2 - Technical Acceptability
Factor 3 - Past Performance
Factor 4 - Price

Factor 1: Mandatory Site Visit
Offeror's shall attend the mandatory site visit to be eligible for award. The site visit is scheduled for **Thursday August 6, 2026**, at **9:00am ET**. The site visit will take place at the place of performance. Registration for the site visit is required. Please email the Contracting Officer and Contract Specialist with the full names of attendees and company name no later than **12:00PM ET**, **Wednesday August 5, 2026**. A valid "Real ID" or Passport will be required to access the facility. Proposals will not be accepted from offerors who do not attend the site visit.

Definitions and Rating Factor 1:

Rating	Definition
Pass	The Offeror attended the site visit.
Fail	The Offeror did not attend the site visit.

Factor 2 – Technical Approach
Proposal will be evaluated to determine whether the offeror's approach demonstrates a clear understanding of the Government's requirements outlined in **Section 6** of the Statement of Work (SOW) The offeror will be evaluated based on their capabilities and approach to accomplish the requirements for each element. The Government will evaluate the offeror's solution for meeting each element based on clear and detailed information provided.

Section 6 Elements:

- **6.0 Electrical:**
  Offeror must demonstrate understanding and capability to perform all electrical work, including powering from panel R-2-2, calculating and verifying wire gauge and breaker size, installing dedicated breakers and disconnect switch, and ensuring all wiring is installed in EMT conduit and meets national, state, and local codes.
- **6.1 Equipment Supply:**

Offeror must provide detailed specifications for One (1) high-efficiency -Hyper-Heat inverter mini-split system. The unit system shall meet or exceed the specifications of Mitsubishi Multi-zone 36000 BTU, 2 Indoor Wall-mounted units. Offeror must account for existing heat-producing equipments in the room and room size.

- **6.2 Installation:**
  Offeror must outline their plan for mounting 2 indoor units, installing the outdoor unit per manufacturer requirements, running and protecting refrigerant lines, condensate drain, and electrical wiring, evacuating and charging the system, and sealing wall penetrations.
- **6.3 Testing & Commissioning:**
  Offeror must describe their approach for leak testing, verifying refrigerant charge, testing heating and cooling modes, and calibrating thermostats and controls.
- **6.4 Training & Handover:**
  Offeror must explain how they will demonstrate system operation to the owner, provide manuals and warranty documents, and support final inspection and approval by the COR.
- **6.5 Exclusions:**
  Offeror must acknowledge exclusions, including structural modifications beyond mounting and painting or cosmetic repairs beyond sealing penetrations.
- **6.6 Warranty:**
  Offeror must provide details on manufacturer's warranty for equipment and a minimum one-year workmanship warranty, including procedures for correcting defects at no additional cost to the Government.

Technical Acceptance:

a. The quoter shall provide a statement of capabilities specifically addressing the work required in the Statement Work Statement.

- The quoter shall provide detailed specifications on the offered mini split system to be installed.

Factor 3 - Past Performance

Offerors shall submit up to three (3) recent projects of similar size, scope, and complexity completed within the last five (5) years.

The Government will evaluate whether the submitted references demonstrate successful performance on similar projects. The Offeror's prior experience will be evaluated to determine the extent to which it demonstrates successful delivery of services and solutions of similar scope and requirements

If the Government is unable to obtain sufficient past performance information, the offeror will receive a Neutral rating, which will not be evaluated either favorably or unfavorably.

Definitions and Rating Factors 2 and 3:

Rating	Definition
High Confidence	The Government has ***high confidence*** that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with ***little or no*** Government intervention.
Some Confidence	The Government has ***some confidence*** that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with ***some*** Government intervention.
Low Confidence	The Government has ***low confidence*** that the Offeror understands the requirement, proposes a sound approach, or will be successful in performing the contract ***even*** with Government intervention.

Offerors assigned a rating of Low Confidence will be rendered ineligible for award.

Factor 4 - Price

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

- Comparison of proposed prices received in response to the RFQ.
- Comparison of proposed prices to historical prices paid, whether by the Government or other than the Government, for the same or similar items. This method may be used for commercial items including those “of a type” or requiring minor modifications for commercial products.
- Use of parametric estimating methods/applications of rough yardsticks (such as dollars per pound, or per horsepower, or other units) to highlight significant inconsistencies that warrant additional pricing inquiry.
- Comparison with competitive published price lists, published market prices of commodities, similar indexes, and discount or rebate arrangements.
- Comparison of proposed prices with independent Government cost estimates.
- Comparison of proposed prices with prices obtained through market research for the same or similar items.
- Analysis of data other than certified cost or pricing data provided by the offeror.

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

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

Award

The Contracting Officer may call for clarifications at any time during the evaluation if it is determined to be in the Government's best interest, and in accordance with the Federal Acquisition Regulations. These requests may encompass any/and all information submitted or presented in response to the RFQ deemed necessary by the Contracting Officer to explore and evaluate the merits of the proposals submitted. The Contracting Officer will make the award based on the evaluation criteria enumerated in the RFQ.

The vendor shall provide the name, address, telephone number, and e-mail address of all applicable contract points of contact. Additionally, vendors must include information regarding: (1) the GSA schedule contract to be utilized including contract numbers, date of expiration, maximum ordering threshold, and copy of the contract scope and schedule; (2) your Taxpayer Identification Number (TIN), Unique Entity Identifier (UEI), and Electronic Funds Transfer (EFT) information, and (3) a statement whether your company is registered in the System of Award Management (SAM). Quotes should set forth any exceptions/assumptions taken with regard to the Statement of Work (SOW) or any aspect of the RFQ or any other information that you find necessary and pertinent to your quotation.

The offeror's price proposal will be evaluated for reasonableness, completeness, and whether the proposed price reflects an understanding of the SOW requirements.

- Price evaluation may include but is not limited to the following:
  - Comparison of the offerors proposed fully burdened labor rates/firm fixed prices to other offerors proposed fully burdened labor rates/firm fixed prices.
  - Comparison of the offeror's total proposed Order price to other offeror's total proposed Order price.
  - Comparison of the offerors proposed fully burdened labor rates/firm fixed prices with Independent Government Cost Estimate.
  - Comparison of the offerors proposed fully burdened labor rates with negotiated rates.

(End of provision)

E.7 52.233-2 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)

E.8 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 25-23) (NOV 2025)

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

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

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

Marginalized populations of Sudan means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically— (i) To restrict the free flow of unbiased information in Iran; or (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

(3) *Procedures.*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."

(4) FASCSA Orders.

(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e)(1) of FAR 52.240-91, Security Prohibitions and Exclusions.

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

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

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

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

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

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

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

(f) *Iran Representation and Certifications.*

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

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any 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

(iii) 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

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

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

a. Brand
b. Model number, OEM number, manufacturer part number, or wholesaler number; and
c. Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

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

(h) *Executive agency review of disclosures.* The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)