SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER	PAGE 1 OF 34
52000PR260027493	

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			70Z08026QPBPL0053	08/12/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	FARRIS, Mr. MICHAEL R		08/26/2026 11:00

9. ISSUED BY	CODE	10. THIS ACQUISITION IS	11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS
70Z080 CPD 1 - Norfolk, VA Commander, USCG-SFLC-CPD 1, 300 East Main Street, Suite 550 Norfolk, VA, 23510, US	70Z080	☒ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR: ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) ☐ 8(A)	☐ SEE SCHEDULE	

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 336611

SIZE STANDARD: 1300 employees

13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
☐		☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
See Schedule		Same As Issuing Office	70Z080

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
TELEPHONE NUMBER			USCG FINANCE CENTER FINANCE CENTER USCG, 1430A KRISTINA WAY CHESAPEAKE, VA, 23326-1000, US	Z51800

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

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

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☒ 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 ☒ 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)*	31c. DATE SIGNED

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule				

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. TELPHONE NUMBER OF AUTHORZED GOVERNMENT REPRESENTATIVE 32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

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

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Section II: Continuation of SF1449

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0001		PBPL-PRI02-OLIVER HENRY UNPLANNED DS FY26 NR1 QL4-POC: CWO CARR	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions			52000PR260027493	

IDC Type: Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
9/28/26	11/9/26	

Section III: Contract Clauses

Clauses incorporated by reference

Article Number	Reference Text
52.242-15	52.242-15 STOP-WORK ORDER (AUG 1989)
52.202-1	52.202-1 DEFINITIONS (JUN 2020)
52.203-3	52.203-3 GRATUITIES (APR 1984)
52.203-5	52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-7	52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)
52.203-19	52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
52.204-19	52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.222-50	52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2025)
52.232-33	52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.232-40	52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS

	SUBCONTRACTORS (MAR 2023)
52.242-5	52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)
52.242-13	52.242-13 BANKRUPTCY (JULY 1995)
52.245-1	52.245-1 GOVERNMENT PROPERTY (SEP 2021)
52.245-9	52.245-9 USE AND CHARGES (APR 2012)
3052.223-90	3052.223-90 ACCIDENT AND FIRE REPORTING (DEC 2003)

Clauses incorporated by full text

ACQUISTION FOR COMMERCIAL SERVICES

This is a combined synopsis/solicitation for commercial items prepared in accordance with Federal Acquisition Regulation (FAR) Class Deviation 25-21, Rev 1 subpart 12 as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotations are being requested, and a written solicitation will not be issued. Solicitation number 70Z08026QPBPL0053 is issued as a Request for Quotations (RFQ). This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2026-01 effective 13 March 2026; Department of Homeland Security Acquisition Regulation (HSAR) effective 26 December 2024; Homeland Security Acquisition Manual (HSAM) 2026-04 effective 30 June 2026; Coast Guard Acquisition Procedures (CGAP) 2026-01 effective 25 March 2026.

RFO FAR CLASS DEVIATION 25-21 FOR PART 12

System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in this solicitation. Contracting officers will rely on representations from offers based on provisions in the solicitation. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

Box 27a of this solicitation no longer pertain to FAR 52.212-3 OR 52.212-5 as they are no longer applicable. These clauses are now reserved.

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (FSMS AWARDS)

Electronic Submission of Payment Requests

(a) Definitions. As used in these instructions –

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

(b) Except as provided in paragraph (c) of this clause, the contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.

(c) The contractor may submit payment requests using a method other than IPP only when the contracting officer authorizes alternate procedures in writing in accordance with Coast Guard procedures.

(d) If alternate payment procedures are authorized, the contractor shall include a copy of the contracting officer's written authorization with each payment request.

(e) IPP enrollment information is at https://www.uscg.mil/fincen/IPP/.

52.204-21

BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

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

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

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

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

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

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

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

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

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

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

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

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

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

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

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

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

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by

organizational information systems) at the external boundaries and key internal boundaries of the information systems.

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

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

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

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

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

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

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

(End of clause)

52.217-7 (DEVIATION)

OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM (DEVIATION 24-05) (JULY 2024)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days [*insert in the clause the period of time in which the Contracting Officer has to exercise the option*]. For services, this shall be no less than 10 calendar days before services commence. For supplies, delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree. Performance of added services shall comply with the requirements identified in the Schedule.

(End of clause)

52.246-20

WARRANTY OF SERVICES (MAY 2001)

(a) *Definition*."Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor 60 days after end of PoP[Contracting Officer shall insert the specific period of time in which notice shall be given to the Contractor; e.g.,"within 30 days from the date of acceptance by the Government,"; within 1000 hours of use by the Government;" or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time]. This notice shall state either-

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

52.252-2

CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisition.gov/browse/index/far _____ _____

(End of clause)

52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

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

(d) Changes.

(1) The Contracting Officer may, at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract, in any one or more of the following:

(a) Drawings, designs, or specifications, when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications;

(b) Method of shipment or packing;

(c) Place of performance of the work;

(d) Time of commencement or completion of the work; and

(e) Other requirements within the general scope of the contract.

(2) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract accordingly.

(3) The contractor must submit any proposal for adjustment under this clause within 5 days from the date of receipt of the written order. At the Contracting Officer's discretion, the 5-day period may be shortened. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(4) If the contractor's proposal includes the cost of property rendered obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(5) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the contractor from proceeding with the contract as changed.

(End of Addendum to FAR Provision 52.212-4)

52.233-3 PROTEST AFTER AWARD (AUG 2025) (DEVIATION 25-25)

Clause (Deviation 25-25) incorporated by reference.

52.225-1 BUY AMERICAN-SUPPLIES (OCT 2025) (DEVIATION 26-09)

Clause (Deviation 26-09) incorporated by reference.

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2025) (DEVIATION 26-10)

Clause (Deviation 26-10) incorporated by reference.

52.222-37 EMPLOYMENT REPORTS ON VETERANS (OCT 2025) (DEVIATION 26-10)

Clause (Deviation 26-10) incorporated by reference.

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2025) (DEVIATION 26-10)

Clause (Deviation 26-10) incorporated by reference.

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2025) (DEVIATION 26-03)

Clause (Deviation 26-03) incorporated by reference.

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (OCT 2025) (DEVIATION 26-03)

Clause (Deviation 26-03) incorporated by reference.

52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (OCT 2025) (DEVIATION 26-03)

Clause (Deviation 26-03) incorporated by reference.

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

Clause (Deviation 25-21) incorporated by reference.

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (NOV 2025) (DEVIATION 25-27)

Clause (Deviation 25-27) incorporated by reference.

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2025) (DEVIATION 25-27)

Clause (Deviation 25-27) incorporated by reference.

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (AUG 2025) (DEVIATION 25-19)

Clause (Deviation 25-19) incorporated by reference.

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (NOV 2025) (DEVIATION 25-27)

Clause (Deviation 25-27) incorporated by reference.

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (AUG 2025) (DEVIATION 25-25)

Clause (Deviation 25-25) incorporated by reference.

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (AUG 2025) (DEVIATION 25-19)

Clause (Deviation 25-19) incorporated by reference.

52.219-14 LIMITATIONS ON SUBCONTRACTING (OCT 2025) (DEVIATION 26-03)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—

[*Contracting Officer check as appropriate.*]

X By the end of the base term of the contract and then by the end of each subsequent option period; or

☐ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (OCT 2025) (DEVIATION 26-10)

Clause (Deviation 26-10) incorporated by reference.

52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (DEVIATION 20-05) (NOV 2025)

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

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

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

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

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

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

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

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

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

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

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

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

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

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

Critical technology means—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Means any equipment or interconnected system or subsystem of equipment, used in 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));

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

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has

determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

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

(1) *Certain telecommunications and video surveillance equipment, systems, or services*.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) *Office of Foreign Assets Control Restrictions*.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-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/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

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

(4) *Iran prohibitions*.

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

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

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

(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) In the event the Contractor identifies covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report, in writing, via email, to the Contracting Officer, Contracting Officer's Representative, and the Enterprise Security Operations Center (SOC) at NDAA_Incidents@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

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

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

(i) *New FASCSA orders report*.

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

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

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

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

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

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

(End of clause)

52.212-1:INSTRUCTIONS TO QUOTERS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (AUG 2025) (DEVIATION 25-21) TAILORED

Addendum to FAR Provision 52.212-1

(a) Submission of Offers.

(1) Submit signed and dated quotes via e-mail to the Contracting Officer and Contract Specialist specified in this solicitation at or before the exact time specified in this solicitation. Quotes shall be submitted in the English language and U.S. dollars. Quotes shall include a Cover Letter, Price Schedule and the required Past Performance and Technical Capability submission documentation in accordance with the below instructions:

(i) Cover Letter: Quoters shall submit a Cover Letter (on company letterhead stationery) that is dated and signed by an Authorized Official of the Quoter that includes the following information as a minimum:

- Solicitation Number 70Z08026QPBPL0053;
- The time specified in the solicitation for receipt of quotes;
- The Name, Address, Telephone Number, SAM Unique Entity Identifier (UEI), and CAGE Code of the quoter;
- Name, Title, Phone Number, and E-mail Address of an Authorized Official of the Contractor;
- The date/time the quote expires (which shall be at least 90 calendar days from the date specified for receipt of quotes, unless another time period is specified in an amendment to the solicitation.);
- Acknowledgment all Solicitation Amendments; and
- A statement specifying the following agreement: "Our Company agrees with all the terms, conditions, clauses, and provisions included in Solicitation 70Z08026QPBPL0053."

(ii) Price Schedule.

Inspect and Repair Work: Inspect and Repair work is defined as additional work discovered during contract performance that is associated with an existing work item and determined necessary to accomplish the original scope of that work item successfully. The Contractor shall not perform any repairs without the Contracting Officer's authorization. The contractor must be able to absorb these repairs within the ship's availability. Changes are inherent to vessel repair contracts and should be expected by Contractors. The contractor's proposed labor rate and the proposed material percentage will be used for change requests negotiated during the performance of contract as a result of repairs. The number of repair labor hours and the material base amount found in the pricing schedule are estimates that are generated for evaluation purposes only.

Quoters shall complete Attachment 1, Schedule of Services and include it in their quote. The Contract Line Item Numbers (CLINs) assigned by the Government shall not be altered by quoters.

If the Contracting Officer cannot determine whether a quoted price is fair and reasonable, then the Contracting Officer may require a Quoter to submit data other than certified cost or pricing data to support further analysis. This data may include history of sales to non-governmental and governmental entities, cost data, or any other information the Contracting Officer requires to determine the prices fair and reasonable.

(iii) Past Performance Submission

The quoter shall identify up to three (3) recent and relevant contracts or efforts as past performance references. Recent and relevant past performance is defined as similar work being performed within three (3) years of the posting of the solicitation. Quoters should provide a detailed explanation demonstrating the relevance of the contracts or efforts to the requirements of the solicitation.

The quoter should provide the following information for each reference submitted.

- Name of Quoter
- Contract Number, Order Number, or Identifier
- Customer Name and Location
- Customer Point of Contact (Name and Title)
- Telephone and e-mail address of Customer Point of Contact
- Contract Period of Performance

(iv) Technical Capability Submission

U.S. Coast Guard standard specifications can be downloaded by copying the following link to a web browser: https://www.dcms.uscg.mil/Our-Organization/Assistant-Commandant-for-Engineering-Logistics-CG-4-/Logistic-Centers/Surface-Forces-Logistics-Center/Contracting-Links/Standard-Specifications/Orders . The last day to request drawings regarding this solicitation is **24 August 2026**. After this date, further requests may not be accepted due to time constraints. To request drawings, contact the Contract Specialist. All requests should identify the solicitation number 70Z08026QPBPL0053. Some references listed in the Specification, under "Consolidated List of References," are subject to Export Control limitations or have otherwise restricted distribution and have been deemed "limited access" and "export controlled" packages. In order to access these documents, vendors must be certified as a US or Canadian contractor by the Joint Certification Program (JCP) administered by the Defense Logistic Information Service (DLIS). Instructions and procedures for being certified by JCP can be found at https://www.dla.mil/HQ/LogisticsOperations/Services/JCP/. Only those vendors that have current certification by JCP will be able to be granted explicit access to these packages by the USCG.

The quoter shall address the following items in their technical capability submission-

Technical Approach:

Submit a legible planning document (graphical in format) in accordance with SFLC Std Spec 0000 that outlines the strategy to ensure this requirement is completed on or before the contract completion date. The planning document shall include the following characteristics:

1) Proposed schedule, resources, and shows overall period of performance for each CLIN including start and stop dates of major sub tasks within each CLIN including CFR submittals. Contains due dates for Critical inspection reports (CIR) if required by the specification.

2) Identify the critical paths for the project. Show calculations for the float along the critical path, indicating number of delay days the critical path can absorb without affecting the final delivery date.

3) Identify a list of items that may pose the most contract schedule risk and approach to mitigate or eliminate each risk.

NOTE: Negative responses are required for any items listed above that the contractor does not identify (i.e., schedule risk).

Coatings Certification Requirements

Submit a description of how you intend to meet SFLC Standard Specification 0000 coatings QC/QA requirements for this contract. This plan must include the resumes and certifications for any proposed QP1 certified painters and/or the name of the AMPP CIP level 3 certified Tech rep along with certificate number.

MTU 20V4000 Engine Maintenance Qualification/Experience Requirements:

Submit resume' of at least one on-stie employee or subcontractor serving as the lead technical representative. Submit 4000-03 M3 training certificate of technicians performing 4000-03 engine renewal. In addition, submit documentation that one technician is 1B (ECU7) dongle certified for the MTU 20V4000 engine governor. The dongle is in the employee/subcontractor's legal possession. Submit documentation of prior experience performing major 4000-03 maintenance on similar contracts/projects.

Plan for Addressing High Risk Activities/Tasks:

Submit a brief/preliminary "Removal and Reinstallation Plan" described in 3.1.5 (update paragraph number if necessary) of the "154WPC MDE, Renew" work item that highlights how you intend to handle the removal/reinstallation of interferences, significant disassembly and reassembly of complex machinery, rigging & handling of large/heavy components, disconnecting/reconnecting complex control circuits, thorough system operational testing and sea trial.

Structural and Electrical/Electronics Experience

Submit corporate experience and/or credentials in conducting major structural and electrical/electronics repairs/installs on DOD and USCG surface vessels over the past three years. This contract requires extensive knowledge and experience with electrical/electronics systems as well as complex structural repairs. It is imperative that the contractor provide details about experience of key personnel within their workforce who may be performing these complex repairs.

Structural Experience

Submit corporate experience and/or credentials in conducting major structural repairs repairs/installs on DOD and USCG surface vessels over the past three years. This contract requires extensive knowledge and experience with complex structural repairs. It is imperative that the contractor provide details about experience of key personnel within their workforce who may be performing these complex repairs.

Welding Certifications/Procedures:

Submit welding documentation (e.g. WPSs, welder certs, welder continuity log.) in accordance with SFLC Standard Specification 0740, specific to your internal or subcontracted staff for the weld joints that will be installed.

Fire Safety Plan:

Submit a brief description of how you intend to meet Fire Detection/Alarm/Response requirements outlined in SFLC STD SPEC 5550 and para 3.1.1.3 of the General Requirements Work Item. At a minimum address the following:

• What temporary measures will be taken (e.g. temp installation of a contractor-furnished and owned systems, hook up of temp external power to the vessel's installed systems, etc.) to supplement any loss of the vessel's fire detection/alarm, fire-fighting, and shipboard lighting and communication systems.

• Who will fight a fire on the vessel, and how will they be notified of a fire.

• Given the scope of work, what are the anticipated breaches of the cutter's Fire Protection Boundaries (e.g. hull access cuts needed, hull fittings that will be impacted by vessel work, etc.).

• How will the risk caused by the anticipated breaches be mitigated (e.g. removal of cables/hoses/etc. at the end of each work day or installation of quick disconnects, installation of temporary fire curtains, etc.).

QUESTIONS: The last day for questions regarding this solicitation is **24 August 2026**. Email all questions in one document to Contract Specialist and Contracting Officer. All questions need to identify the solicitation number 70Z08026QPBPL0053 and will be answered by an Amendment.

(2) General Instructions/Information

(i) Quoters are expected to examine the entire solicitation (including any exhibits and attachments), and any amendments to this solicitation. Quotes shall be prepared in accordance with these instructions, providing all required information in the format specified. The Quoter shall confine submissions to essential matters, sufficient to define the quote details, in a concise manner, to permit a complete and accurate evaluation of each quote. Proprietary information shall be clearly marked.

(ii) Quoters shall furnish all of the information required by this Solicitation; quotes that fail to furnish required representations or information/documents, fails to meet any of the requirements of the Solicitation, or reject the terms and conditions of the solicitation may be excluded from consideration.

(iii) This Solicitation does not obligate the Government to compensate for any costs incurred by the Quoter in the preparation and/or submission of any quote, nor does it obligate the Government to procure for said supplies.

(b) Period for Acceptance of Offers.

The quoter agrees to hold the prices in its quote firm for 90 calendar days from the date specified for receipt of quotes, unless another time period is specified in an addendum to the solicitation.

(d) Contract award (not applicable to Invitation for Bids.)

The Government intends to evaluate quotes and award a contract without exchanges with quoters. Therefore, the quoter's initial quote shall contain the quoter's best terms from a price and technical standpoint. The Government reserves the right to conduct exchanges with all or some of the quoters or with only the best-suited quoter (i.e., the apparent successful quoter), if later determined by the Contracting Officer to be necessary. The Government may reject any or all quotes if such action is in the public interest; accept other than the lowest quote; and waive informalities and minor irregularities in quotes received.

(e) A Brief Explanation of the Basis for the Contract Award Decision.

If a quoter requests information on an award that was based on factors other than price alone, a brief explanation of the basis for the contract award decision shall be provided.

End of Addendum to FAR Provision 52.212-1

52.237-1:SITE VISIT (APR 1984)

This RFQ is for DOCKSIDE repairs of the **CGC OLIVER HENRY (WPC-1140)** hereinafter referred to as "vessel." The vessel's home pier is located at **US NAVALACTIVITIES, VICTOR WHARF, PIER 3, Santa Rita, GUAM 96540.** The place of performance of work on the vessel will be at vessel's home pier. The point of contact for site surveys is **LTJG JUSTIN SUMMERS** who can be reached at **206-831-2273** or via email **Justin.G.Summers@uscg.mil.** Contractors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. Site Visits/Ship Check should be scheduled and completed **NLT 24 August 2026.**

52.212-2: EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (AUG 2025) (DEVIATION 25-21)

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

Technical Capability: The Government will evaluate each quoter's demonstrated capability to provide a sound, compliant approach that meets all the requirements listed in the Specification and demonstrates a thorough knowledge and understanding of the requirements. The Government will evaluate each quoter's experience conducting major repairs/installs on DoD and USCG surface vessels and their workforce capability and capacity to perform the requirements. The Government will evaluate each quoter's project planning document to determine the quoter's understanding of the critical path and sequence of work items. The Government will evaluate quoters' ability to meet qualified technical representative requirements cited on paragraph 3.1.2 in the

multiple work items in the specification. The Government will evaluate each quoter's overall approach to quality control. It is the quoter's responsibility to ensure that their quote clearly addresses and demonstrates their ability to perform these requirements. Any quote that does not meet or address all Technical Capability submission requirements will be deemed unacceptable and may not be considered for award.

Past Performance: The Government may utilize any references provided by the quoter, along with information available from past contracts/orders with the USCG and any information found using sources such as Contractor Performance Assessment Reporting System (CPARS) to determine the contractor's past performance within the last three (3) years. The Government reserves the right to limit or expand the number of references it decides to contact and to contact references other than those provided by the quoter. Past performance less than satisfactory may not be considered for award. If a quoter does not have a history of relevant contract performance, or if past performance information is not available, the quoter will not be evaluated favorably or unfavorably, but will receive a neutral past performance rating.

Price: The Government will evaluate the quoter's Total Evaluated Price (TEP) for reasonableness. A quoter's TEP shall be the sum of all CLINs within the submitted Price Schedule. The Government may determine that a quote is unacceptable if the CLIN prices are significantly unbalanced. Unit prices left blank or annotated with something other than a U.S. dollar figure will be considered unacceptable and the Government reserves the right to reject the quote without any further consideration.

In performing the best value tradeoff, past performance and technical capability, when combined, are significantly more important than price. Although price is not the controlling factor in award, it is an important factor. As the evaluation ratings of competing quotes under the non-price factors become closer to equivalent, price becomes more important. If competing quotes are substantially equal in technical capability and past performance, price may be the controlling factor in award. Award may be made to other than the lowest priced quote (based on the results of the tradeoff analysis between non-price and price factors) or to other than the highest non-price rated quote if determined to be in the best interest of the Government.

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

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

End of Addendum to FAR Provision 52.212-2

52.203-17 (Deviation)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (APRIL 2024) (DHS-USCG DEVIATION 14-01, REVISION 1)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies established at 10 U.S.C. 4701 and Homeland Security Acquisition Regulation (HSAR) 3.900 (DEVIATION) through 3.905 (DEVIATION).

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 10 U.S.C. 4701, as described in HSAR 3.900 (DEVIATION) through 3.905 (DEVIATION).

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

(End of clause)

3052.212-70

CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (JULY 2023)

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.

_____ 3052.247-72 F.o.B. Destination Only.

(b) Clauses.

_____ 3052.203-70 Instructions for Contractor Disclosure of Violations.

X 3052.204−71 Contractor Employee Access.

_____ Alternate I

_____ Alternate II

_____ 3052.204−72 Safeguarding of Controlled Unclassified Information.

_____ Alternate I

_____ 3052.204−73 Notification and Credit Monitoring Requirements for Personally Identifiable Information Incidents."

X 3052.205-70 Advertisement, Publicizing Awards, and Releases.

_____ Alternate I

_____ 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.

X 3052.217-91 Performance. (USCG)

X 3052.217-92 Inspection and Manner of Doing Work. (USCG)

X 3052.217.93 Subcontracts. (USCG)

_____ 3052.217.94 Lay Days. (USCG)

X 3052.217-95 Liability and Insurance. (USCG)

X 3052.217-96 Title. (USCG)

X 3052.217.97 Discharge of Liens. (USCG)

X 3052.217-98 Delays. (USCG)

X 3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair. (USCG)

X 3052.217-100 Guarantee. (USCG)

_____ 3052.219-71 DHS Mentor Protégé Program.

X 3052.228-70 Insurance.

_____ 3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)

_____ 3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)

_____ 3052.228.92 Fair Market Value of Aircraft. (USCG)

_____ 3052.228-93 Risk and Indemnities. (USCG)

_____ 3052.236-70 Special Provisions for Work at Operating Airports.

X 3052.242-72 Contracting Officer's Representative.

(End of clause)

3052.223-70
REMOVAL OR DISPOSAL OF HAZARDOUS SUBSTANCES - APPLICABLE LICENSES AND PERMITS (JUN 2006)

The Contractor shall have all licenses and permits required by Federal, state, and local laws to perform hazardous substance(s) removal or disposal services. If the Contractor does not currently possess these documents, it shall obtain all requisite licenses and permits within 5 days after date of award. The Contractor shall provide evidence of said documents to the Contracting Officer or designated Government representative prior to commencement of work under the contract.

(End of clause)

LIST OF ATTACHMENTS

Attachment 1: Schedule of Services-Blank OLIVER HENRY

Attachment 2: Specification-SOW OLIVER HENRY
Attachment 3: SOW Addendum

Section IV: List of Documents, Exhibits, and other Attachments

None

Section V: Solicitation Provisions

Clauses incorporated by reference

None

Clauses incorporated by full text

52.209-12

CERTIFICATION REGARDING TAX MATTERS (OCT 2025)

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

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

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

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

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

(End of provision)

52.204-7 SYSTEM FOR AWARD MANAGEMENT (AUG 2025) (DEVIATION 25-19)

Clause (Deviation 25-19) incorporated by reference.

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 nonresponsible.

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

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

(End of provision)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (NOV 2025) (DEVIATION 25-27)

Clause (Deviation 25-27) incorporated by reference.

52.215-6 PLACE OF PERFORMANCE (OCT 2025) (DEVIATION 26-08)

(a) The offeror or respondent, in the performance of any contract resulting from this request for proposals, ☐ intends, ☐ does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, ZIP Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent

(End of provision)

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

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

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

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

(b) The Offeror represents that–

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

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding

24 months.

(End of provision)

52.209-7 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)

52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS. (DEVIATION 20-05) (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)).

(b) *Procedures*.

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

(2) *FASCSA Orders*.

(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e)(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 section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

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

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

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

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

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

(g) *Disclosure*.

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

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

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

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

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

for the product));

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

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

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

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

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

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

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

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

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

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

(End of provision)

52.252-1

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):

https://www.acquisition.gov/browse/index/far

(End of provision)

52.252-5

AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any Homeland Security Acquisition Regulations(48 CFR Chapter30) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.216-1 TYPE OF CONTRACT (OCT 2025) (DEVIATION 26-04)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

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)