SOLICITATION 70Z03826QW0000081
TERMS AND CONDITIONS

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

The clauses and provisions contained herein are applicable to any order awarded as a result of this solicitation. The terms and conditions set forth herein supersede all other terms and conditions. Acceptance of the order in accordance with (IAW) FAR 12.201 constitutes acceptance of all terms and conditions contained herein.

(a) Provisions

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services Aug 2025 (DEVIATION 25-21) (effective November 28, 2025)

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

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

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

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

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

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

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

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

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

(e) *Debriefings.* If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.
(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

52.212-2 Evaluation—Commercial Products and Commercial Services Aug 2025
(DEVIATION 25-21) (effective November 28, 2025)

(a) Evaluation Factors. The provision at Federal Acquisition Regulation (FAR) 52.212-2 Evaluation of Commercial Products and Commercial Services is not applicable to this solicitation. The government will award a purchase order resultant of this solicitation to the responsible small business offeror whose offer conforming to the solicitation will be most advantageous to the government utilizing the tradeoff process with the factors listed below. The following factors will be used to evaluate offers and are listed in descending order of importance. Non-price factors, when combined, are more important than price.

Factor 1: Technical Acceptability
Factor 2: Delivery
Factor 3: Price

Factor 1: Technical Acceptability: Technical Acceptability will be evaluated to determine an overall rating of "acceptable" or "unacceptable". This will be determined by evaluating the ability of the offeror to provide a sound, compliant approach that meets all requirements listed in the Statement of Work (SOW) and demonstrates a thorough knowledge and understanding of the requirements. It is the contractor's responsibility to ensure that their quotation clearly demonstrates their ability to perform these requirements.

All offerors must provide the following minimum information and documentation with their quotations:

- Ability of the offeror to meet the Delivery requirements listed in the SOW.

- Detailed explanation of any requirement listed in the SOW that cannot be successfully accomplished by the offeror.
- If the offeror is an Original Equipment Manufacturer (OEM) authorized repair facility and has not previously been approved by the USCG to complete these repairs, they must provide proof with their quote (such as a letter from the OEM) stating that the offeror is approved to complete the repairs. If the offeror does not have proof, then they must provide the additional information listed below.
- Any vendor, except the OEM or a Production Approval Holder (PAH), repairing/overhauling/modifying Coast Guard aircraft components MUST be FAA 145 certified and perform at least fifty percent (50%) of the work at their company's FAA certified facility. Unless otherwise instructed by the Contracting Officer, awards for the repair or overhaul of Coast Guard aircraft repairable components shall only be awarded directly to service vendors who have been deemed fully capable of performing such services by division level command-appointed Coast Guard Engineers or Equipment Specialists. Vendors who do not meet the above stated capability requirement will not be considered and should not respond to this solicitation/ request for quote (RFQ).
- In the event the Offeror has no documented history with the USCG services specified by the schedule, the Government may request and the Offeror will be obligated to provide information supporting their capabilities.

Offerors, other than the OEM, a proven OEM-authorized repair facility or a company that has previously been approved by the USCG to complete these repairs must also provide the following additional documentation. Failure to provide all of the documentation with the quotation may result in the quotation being eliminated from evaluation.

- Detailed explanation of the offeror's ability to repair the Cylinder, Oxygen Emergency. A simple statement of capabilities will not suffice. The offeror must address how they will accomplish the requirements of the SOW.

The offeror will be evaluated with the following description:

Acceptable	Meets Technical Acceptability Requirements
Unacceptable	Does not meet Technical Acceptability Requirements

Repair of these parts must be accomplished in accordance with the latest revision of the OEM Component Maintenance Manual (CMM) and Statement of Work (SOW).

Nomenclature	Part Number (P/N)	National Stock Number	Manufacturer CAGE Code	Quantity
Cylinder, Oxygen Emergency	5600-9C1A-X0K	1660-01-257-7101	53655	5 each

Factor 2: Delivery.
The offeror must meet the delivery requirements requested in the SOW.

The offeror will be evaluated with the following description:

High Confidence	The offeror is capable of delivering before the delivery time.
Satisfactory Confidence	The offeror is capable of meeting the delivery time.

Low Confidence	The offeror is not capable of meeting the delivery time.

Factor 3: Price.
The contractor shall provide pricing as requested in the attached spreadsheet titled "Requirements - 70Z03826QW0000081". Any quantity price discounts and discounts for prompt payment should be included in this section. The offeror's quotation will be evaluated using one or more of the techniques defined in FAR 13.106-3, in order to determine if it is fair and reasonable

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

(End of provision)

Solicitation Provisions

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

☐ 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions SEP 2024
☒ 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation JAN 2017
☒ 52.204-7 System for Award Management—Registration AUG 2025 (FAR DEVIATION 25-19)
☐ Alt 1 of 52.204-7 AUG 2025 (FAR DEVIATION 25-19)
☐ 52.207-6 Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts) AUG 2024
☒ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2025) (FAR DEVIATION 26-03)
☐ 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products FEB 2021
☐ 52.222-48 Exemption from Application of the Service Contract Labor Standards for Maintenance, Calibration, or Repair of Certain Equipment–Certification OCT 2025 (FAR DEVIATION 26-10)
☐ 52.222-52 Exemption from Application of the Service Contract Labor Standards for Certain Services-Certification OCT 2025 (FAR DEVIATION 26-10)
☐ 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan OCT 2020
☐ 52.223-4 Recovered Material Certification MAY 2008
☐ 52.225-2 Buy American Certificate OCT 2022
☐ 52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate OCT 2025 (FAR DEVIATION 26-09)
☐ 52.225-6 Trade Agreements-Certificate FEB 2021
☐ 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation JUN 2020

Full Text Provisions

52.240-90 Security Prohibitions and Exclusions Representations and Certifications. AUG 2025

(FAR Deviation 25-23)

a. Definitions. As used in this provision—

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

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

Marginalized populations of Sudan means—
(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—
(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.

Sensitive technology—
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
(i) To restrict the free flow of unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.
(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."
(2) *FASCSA Orders*.
(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.
(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

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

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—
(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument 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 $15,000 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 within 72 hours 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)

Full Text FAR Clauses

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

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

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

reserves the right to inspect any non-conforming product or component. Therefore, the Contractor shall obtain approval from the Contracting Officer prior to the disposition of any non-conforming product or component.

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

3. The Contractor shall immediately notify the Contracting Officer of any changes that potentially have an impact on the product. Changes may include but are not limited to products, processes, materiel, supplier sources, manufacturing facility location and personnel qualifications.

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

5. The Contractor shall retain all records in accordance with FAR 4.7 Contractor Records Retention. The Contractor shall be required to permit Government access to applicable records retained at any level of the supply chain.
6. Unless otherwise specified, the Contractor shall flow down all requirements in this order to their supply chain, to include all subcontractors and suppliers.

Packaging Instructions:

1. The USCG Aviation Logistics Center (ALC) is a supply depot; therefore, material will be stored and transshipped to various users. The container shall be packed and labeled suitable for shipment via land, air, or sea. Packaging material shall NOT consist of the following: popcorn, shredded paper, Styrofoam of any type, or peanut packaging.
2. Each part shall be individually packed in a separate envelope, box, carton, or crate. For bulk packages, packaging of materials up to 100 each per package is acceptable. Each individual container shall be labeled on the inside with National Stock Number, Part Number, Serial Number, Quantity, Nomenclature, Purchase Order Number, and Purchase Order Line-Item Number. Packing List and Certification/Documentation shall be placed on the outside of individual containers.
3. The internal packing material shall be sufficient to prevent damage during shipment, handling, and storage. Preservation and protection shall be provided to prevent corrosion, deterioration, or decay during warehouse storage for a period of one year.

Shipping Instructions:

1. Items shall be shipped to the following address:

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

Inspection and Acceptance:

1. Inspection and acceptance of material under this order shall be performed at destination by local USCG personnel to ensure that items are IAW manufacturer's specifications and will consist of count and condition only.

2. A Certificate of Conformance (COC) IAW FAR 52.246-15 shall be required for all items provided on this order. The COC must include the National Stock Number, Part Number, Serial Number, and Purchase Order Number and must be signed by the Contractor's authorized representative.

Delivery Terms:
F.O.B. Destination is the F.O.B. point for all deliverables. The USCG requires delivery of all items seven (7) days after receipt of the order (ARO). However, early deliveries are desired and will be accepted. Partial deliveries are acceptable.

F.O.B. Origin- Freight charges shall be a separate line item on the invoice. For payment of freight charges over $100, a copy of the freight bill from the actual shipping company MUST be provided. The invoice must match the freight invoice exactly. The USCG requires delivery of all items seven (7) days after receipt of the order (ARO). However, early deliveries are desired and will be accepted. Partial deliveries are acceptable.

Invoicing Instructions:
(a) WHEN TO SUBMIT: The Contractor shall first:
(1) Receive a fully executed purchase order, contract, delivery order or task order
(2) Provide the requirements, and
(3) Have ACTIVE status in the System for Award Management (SAM) at https://www.sam.gov

(b) HOW TO SUBMIT: The Contractor's invoice and the completed DD-250 (when required) shall be prepared IAW FAR 52.212-4 and sent to the below billing office.

BILLING OFFICE: The Contractor is HIGHLY encouraged to email the invoice to ALC-Fiscal@uscg.mil. The other option is to mail it to:

Chief, Fiscal Branch
USCG ALC
Fiscal Branch, Bldg. 63
1664 Weeksville Road
Elizabeth City, NC 27909

The final invoice submitted under the awarded contract shall be clearly marked and labeled FINAL.

(c) PAYMENT INFORMATION: All payments will be made electronically IAW FAR 52.232-33.

52.252-6 Authorized Deviations in Clauses NOV 2020

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

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

(End of clause)

52.203-17 Contractor Employee Whistleblower Rights April 2024 (FAR 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)

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.223-23 Sustainable Products and Services OCT 2025 (DEVIATION 26-12)

(a) Definitions. As used in this clause—

Sustainable product means—

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

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

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

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

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

(1) Delivered to the Government;

(2) Furnished for use by the Government;

(3) Incorporated into the construction of a public building or public work; or

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

(End of clause)

52.232-90 Fast Payment Procedure. **OCT 2025 (DEVIATION 26-13)**

(a) General. The Government will pay invoices based on the Contractor's delivery to a post office or common carrier (or, if shipped by other means, to the point of first receipt by the Government).

(b) Responsibility for supplies.

(1) Title to the supplies passes to the Government upon delivery to—

(i) A post office or common carrier for shipment to the specific destination; or

(ii) The point of first receipt by the Government, if shipment is by means other than Postal Service or common carrier.

(2) Notwithstanding any other provision of the contract, order, or blanket purchase agreement, the Contractor shall—

(i) Assume all responsibility and risk of loss for supplies not received at destination, damaged in transit, or not conforming to purchase requirements; and

(ii) Replace, repair, or correct those supplies promptly at the Contractor's expense, if instructed to do so by the Contracting Officer within 180 days from the date title to the supplies vests in the Government.

(c) Preparation of invoice.

(1) Upon delivery to a post office or common carrier (or, if shipped by other means, the point of first receipt by the Government), the Contractor shall—

(i) Prepare an invoice as provided in this contract, order, or blanket purchase agreement; and

(ii) Display prominently on the invoice “FAST PAY.” Invoices not prominently marked “FAST PAY” via manual or electronic means may be accepted by the payment office for fast payment. If the payment office declines to make fast payment, the Contractor shall be paid in accordance with procedures applicable to invoices to which the Fast Payment clause does not apply.

(2) If the purchase price excludes the cost of transportation, the Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The Contractor shall not include the cost of parcel post insurance. If transportation charges are stated separately on the invoice, the Contractor shall retain related paid freight bills or other transportation billings paid separately for a period of three years and shall furnish the bills to the Government upon request.

(3) If this contract, order, or blanket purchase agreement requires the preparation of a receiving report, the Contractor shall either—

(i) Submit the receiving report on the prescribed form with the invoice; or

(ii) Include the following information on the invoice:

(A) Shipment number.

(B) Mode of shipment.

(C) At line item level—

(1) National stock number and/or manufacturer's part number;

(2) Unit of measure;

(3) Ship-To Point;

(4) Mark-For Point, if in the contract; and

(5) FEDSTRIP/MILSTRIP document number, if in the contract.

(4) If this contract, order, or blanket purchase agreement does not require preparation of a receiving report on a prescribed form, the Contractor shall include on the invoice the

following information at the line item level, in addition to that required in paragraph (c)(1) of this clause:

(i) Ship-To Point.

(ii) Mark-For Point.

(iii) FEDSTRIP/MILSTRIP document number, if in the contract.

(5) Where a receiving report is not required, the Contractor shall include a copy of the invoice in each shipment.

(d) Certification of invoice. The Contractor certifies by submitting an invoice to the Government that the supplies being billed to the Government have been shipped or delivered in accordance with shipping instructions issued by the ordering officer, in the quantities shown on the invoice, and that the supplies are in the quantity and of the quality designated by the contract, order, or blanket purchase agreement.

(e) FAST PAY container identification. The Contractor shall mark all outer shipping containers "FAST PAY." When outer shipping containers are not marked "FAST PAY," the payment office may make fast payment. If the payment office declines to make fast payment, the Contractor shall be paid in accordance with procedures applicable to invoices to which the Fast Payment clause does not apply.

(End of clause)

52.240-91 Security Prohibitions and Exclusions. AUG 2025
(DEVIATION 25-23)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

Covered telecommunications equipment or services means—

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

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

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

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

Critical technology means—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Means any equipment or interconnected system or subsystem of equipment, used in 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/speciallydesignated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

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

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidatedscreening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

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

(4) Iran prohibitions.

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

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

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

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

(e) Governmentwide exclusion and removal orders.

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

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

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

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

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

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

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

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

(h) General report.

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

writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

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

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

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

any affected order.

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

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

(i) New FASCSA orders report.

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

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

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

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

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

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

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

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph

(j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

52.246-15 Certificate of Conformance. **APR 1984**

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

I The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

I certify that on _____ [insert date], the ____ [insert Contractor's name] furnished the supplies or services called for by Contract No._____ via ____ [Carrier] on _____ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

Date of Execution: _____
Signature: _____
Title: _____

(End of clause)

FAR Clauses

52.252-2 Clauses Incorporated by Reference **Feb 1998**

This solicitation incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of the clause may be accessed electronically at Internet address https://acquisition.gov.

☐ 52.203-6 Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alt I (NOV 2021)
☐ 52.203-13 Contractor Code of Business Ethics and Conduct (NOV 2021)
☒ 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
☐ 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)
☒ 52.204-13 System for Award Management—Maintenance AUG 2025 (DEVIATION 25-19)
☐ 52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)
☐ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2025) (DEVIATION 25-27)
☐ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (NOV 2025) (DEVIATION 25-27)
☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2025) (DEVIATION 25-27)

☒ 52.212-4 Terms and Conditions—Commercial Products and Commercial Services (AUG 2025) (DEVIATION 25-21)
☐ 52.219-6 Notice of Total Small Business Set-Aside (OCT 2025) (FAR DEVIATION 26-03)
☐ Notice of Total Small Business Set-Aside - Alt I (MAR 2020) (FAR DEVIATION 26-03)
☐ 52.219-8 Utilization of Small Business Concerns (OCT 2025) (FAR DEVIATION 26-03)
☐ 52.219-9 Small Business Subcontracting Plan (MAY 2026) (FAR DEVIATION 26-03)
☐ Small Business Subcontracting Plan - Alt I (MAY 2026) (FAR DEVIATION 26-03)
☐ Small Business Subcontracting Plan - Alt II (MAY 2026) (FAR DEVIATION 26-03)
☐ Small Business Subcontracting Plan - Alt III (MAY 2026) (FAR DEVIATION 26-03)
☐ Small Business Subcontracting Plan - Alt IV (MAY 2026) (FAR DEVIATION 26-03)
☐ 52.219-14 Limitations on Subcontracting (OCT 2025) (FAR DEVIATION 26-03)
☐ 52.219-16 Liquidated Damages—Subcontracting Plan (OCT 2025) (FAR DEVIATION 26-03)
☐ 52.219-33 Nonmanufacturer Rule (OCT 2025) (FAR DEVIATION 26-03)
☒ 52.222-3 Convict Labor (JUN 2003)
☐ 52.222-19 Child Labor—Cooperation with Authorities and Remedies (OCT 2025) (FAR DEVIATION 26-10)
☐ 52.222-35 Equal Opportunity for Veterans (OCT 2025) (FAR DEVIATION 26-10)
☐ Equal Opportunity for Veterans - Alt I (JUL 2014)
☐ 52.222-36 Equal Opportunity for Workers with Disabilities (OCT 2025) (FAR DEVIATION 26-10)
☐ Equal Opportunity for Workers with Disabilities - Alt I (JUL 2014)
☐ 52.222-37 Employment Reports on Veterans (OCT 2025) (FAR DEVIATION 26-10)
☐ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
☒ 52.222-41 Service Contract Labor Standards (AUG 2018)
☒ 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014)
☐ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018)
☐ 52.222-44 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014)
☒ 52.222-49 Services Contract Labor Standards – Place of Performance Unknown (MAY 2014)
☐ 52.222-50 Combating Trafficking in Persons (NOV 2021)
☐ Combating Trafficking in Persons - Alt I (OCT 2025) (FAR DEVIATION 26-10)
☐ 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014)
☐ 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services— Requirements (OCT 2025) (FAR DEVIATION 26-10)
☐ 52.222-54 Employment Eligibility Verification (OCT 2025) (FAR DEVIATION 26-10)
☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022)
☐ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (OCT 2025) (FAR DEVIATION 26-12)
☐ 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (OCT 2025) (FAR DEVIATION 26-12)
☐ 52.223-20 [Reserved (OCT 2025) (DEVIATION 26-12)] (effective November 28, 2025)
☐ 52.223-21 [Reserved (OCT 2025) (DEVIATION 26-12)] (effective November 28, 2025)
☐ 52.224-3 Privacy Training MAR 2026 (FAR DEVIATION 17-03 REVISION 2)
☐ Privacy Training - Alt I (MAR 2026) (FAR DEVIATION 17-03 REVISION 2)
☐ 52.225-1 Buy American-Supplies (OCT 2025) (FAR DEVIATION 26-09
☐ Buy American-Supplies - Alt I (OCT 2022)
☐ 52.225-3 Buy American-Free Trade Agreements-Israeli Trade Act (OCT 2025) (FAR DEVIATION 26-09)

☐	Buy American-Free Trade Agreements-Israeli Trade Act - Alt II	(OCT 2025) (FAR DEVIATION 26-09)
☐	Buy American-Free Trade Agreements-Israeli Trade Act - Alt III	(OCT 2025) (FAR DEVIATION 26-09)
☐	Buy American-Free Trade Agreements-Israeli Trade Act - Alt IV	(OCT 2022)
☐ 52.225-5	Trade Agreements	(NOV 2023)
☐ 52.225-8	Duty Free Entry	(OCT 2010)
☐ 52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission outside the United States	(MAY 2020)
☐ 52.225-26	Contractors Performing Private Security Functions Outside the United States	(OCT 2016)
☐ 52.226-4	Notice of Disaster or Emergency Area Set-Aside	(NOV 2007)
☐ 52.226-5	Restrictions on Subcontracting Outside Disaster or Emergency Area	(NOV 2007)
☒ 52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	(MAY 2024)
☐ 52.229-12	Tax on Certain Foreign Procurements	(FEB 2021)
☐ 52.232-30	Installment Payments of Commercial Products and Commercial Services	(NOV 2021)
☒ 52.232-33	Payment by Electronic Funds Transfer—System for Award Management	(OCT 2018)
☐ 52.232-34	Payment by Electronic Funds Transfer—Other than System for Award Management	(JUL 2013)
☐ 52.232-36	Payment by Third Party	(OCT 2025) (FAR DEVIATION 26-13)
☒ 52.232-40	Providing Accelerated Payments to Small Business Subcontractors	(MAR 2023)
☒ 52.233-3	Protest After Award	(AUG 2025) (FAR DEVIATION 25-25)
☒ 52.233-4	Applicable Law for Breach of Contract Claim	(AUG 2025) (FAR DEVIATION 25-25)
☒ 52.244-6	Subcontracts for Commercial Products and Commercial Services	(SEP 2025) (FAR DEVIATION 25-34)
☐ 52.245-1	Government Property	(SEP 2021)
☒ 52.246-15	Certificate of Conformance	(APR 1984)
☐ 52.247-29	F.O.B. Origin	(FEB 2006)
☒ 52.247-34	F.O.B. Destination	(JAN 1991)
☐ 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	(NOV 2021)
☐ 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels - Alt I	(APR 2003)
☐ 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels - Alt II	(NOV 2021)

***The following clause will be included if the offeror is required based on the elements found in HSAR 3052.222-90.**

3052.222-90	Local Hire	Jun 2006