SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 70Z08526QLREP0018

6. SOLICITATION ISSUE DATE: 06/18/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: KLOEPPEL, Ms. ROBIN B

b. TELEPHONE NUMBER *(No collect calls)*

8. OFFER DUE DATE/ LOCAL TIME: 07/10/2026 12:00

9. ISSUED BY — CODE 70Z085

70Z085 CPD 2 - Norfolk, VA
Commander, USCG-SFLC-CPD 2, 300 East Main Street, Suite 550
Norfolk, VA, 23510, US

10. THIS ACQUISITION IS
- [x] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- [ ] UNRESTRICTED OR
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
- [ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- [ ] 8(A)
- [x] SET ASIDE: 100 % FOR:

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 336611

SIZE STANDARD: 1300 employees

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

12. DISCOUNT TERMS

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

13b. RATING

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

15. DELIVER TO — CODE

See Schedule

16. ADMINISTERED BY — CODE 70Z085

Same As Issuing Office

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY — CODE Z51800

USCG FINANCE CENTER
FINANCE CENTER USCG, 1430A KRISTINA WAY
CHESAPEAKE, VA, 23326-1000, US

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)*

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

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

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

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

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

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1. Listing of Incorporated Purchase Requisitions

Incorporated Purchase Requisition Numbers:

2. Section B - Supplies or Services and Prices/Costs

Item Number	Base Item Number	Supplies/Services	
0001		MUN FQ1 FY27 DS	
	Description:		
Purchase Requisitions			

Clauses incorporated by reference

None

Clauses incorporated by full text

None

3. Section C - Description/Specifications/Work Statement

Clauses incorporated by reference

None

Clauses incorporated by full text

STATEMENT OF WORK

This is a request for quote (RFQ) for the Fiscal Year Quarter (FYQ) 1, Fiscal Year (FY) 26 Dockside Repairs of United States Coast Guard Cutter USCGC MUNRO (WMSL 418) home moorage in Alameda, CA. This requirement is for dockside repairs aboard USCGC MUNRI consisting of items in accordance with the attached specification, **Attachment 2 – SOW_MUNRO (WMSL 418) DS FQ1 DAR 27R0 rev.1** The scope of work shall include ship repair and associated support work and may include work that is not currently listed as Work Items. A full list of contract line-item numbers and items, quantities, and units of measure, is included as **Attachment 1_Price Schedule MUNRO DS FQ1 FY27.** The Contractor shall furnish all the necessary labor, material services, equipment, supplies, power, accessories, facilities, and such other things as are necessary, except as otherwise specified, to perform dockside repairs in accordance with the solicitation, and attached specification. Failure to read the specification in its entirety will not relieve the Offeror from the responsibility for properly estimating the difficulty and/or price of successfully performing the work. Failure to do so will be at the Offeror's risk.

4. Section D - Packaging and Marking

None

Clauses incorporated by reference

None

Clauses incorporated by full text

None

5. Section E - Inspection and Acceptance Terms

None

Clauses incorporated by reference

None

Clauses incorporated by full text

None

6. Section F - Delivery or Performance

None

Clauses incorporated by reference

None

Clauses incorporated by full text

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.

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

(b) Clauses.

_____ 3052.203-70 Instructions for Contractor Disclosure of Violations.

_____ 3052.204–71 Contractor Employee Access.

_____ Alternate I

_____ Alternate II

X 3052.204–72 Safeguarding of Controlled Unclassified Information.

_____ Alternate I

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

_____ 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)

_____ 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)

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

_____ 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)

HSAR 3052.228-70 INSURANCE (DEC 2003) – ADDENDUM

The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contract, at least the kinds and minimum amounts of insurance required by this Clause as follows:

TYPE	**AMOUNT**
1) Workman's Compensation Employer's Liability (including Federal Longshoremen and Harbor Worker's Insurance)	As legally required by the State wherein the work is being performed
2) Comprehensive General Liability Insurance (including vessel liability reference HSAR 3052.217-95)	Personal Injury Liability: $1 million per person $1 million per occurrence Property Damage (may be included in general aggregate limits or combined single unit coverage) $1 million per

	occurrence
3) Automobile Liability	Personal Injury Liability: $1 million per person $1 million per occurrence Property Damage (may be included in general aggregate limits or combined single unit coverage): $1 million per occurrence

4) If single general aggregate limits or combined single unit coverage is obtained for General Liability and/or Automobile Liability coverage, minimum amounts shall be the sum of the personal injury and property damage coverage required above. Umbrella Form Excess Liability insurance coverage shall be added to general liability and automobile liability coverage to determine if minimum insurance limits are met.

a. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective

(1) for such period as the laws of the State in which this contract is to be performed prescribe, or
(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

b. As evidence that it has obtained the insurance specified in paragraph (a) of this clause, the contractor shall furnish the Contracting Officer with a certificate or certificates executed by an agent of the insurer authorized to execute such certificates. Such certificates shall be furnished prior to commencement of the work. Each certificate shall state that (name of insurer) has insured (name of contractor) awarded contract number (to be determined at time of award) for repair/alteration of applicable USCG ship in accordance with the Liability and Insurance clause and the Insurance Requirements clause contained herein.

c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance and shall make copies available to the Contracting Officer upon request.

d. "Government Installation" for this clause includes government vessels.

(End of 3052.228-70 Addendum)

PERIOD OF PERFORMANCE (POP)

ESTIMATED POP: **27 October 2026 – 15 January 2027**

7. Section G - Contract Administration Data

Requesting Office Address	
Phone: 510/437-6208 Contact Details: WEBBER, JOHN J. John.Webber@uscg.mil	Fax:

COR Office Address	
Phone: 720/245-0602 Contact Details: HARTMAN, BETHANI JEAN Bethani.J.Hartman@uscg.mil	Fax:

Issuing Office Address	
70Z085 CPD 2 - Norfolk, VA Commander USCG-SFLC-CPD 2 300 East Main Street, Suite 550 Norfolk VA 23510 Phone: Contact Details: KLOEPPEL, Ms. ROBIN B Robin.B.Kloeppel@uscg.mil	Fax:

Payment Office Address	
USCG FINANCE CENTER FINANCE CENTER USCG 1430A KRISTINA WAY CHESAPEAKE VA 23326-1000 Phone: Contact Details:	Fax:

Clauses incorporated by reference

None

Clauses incorporated by full text

INVOICE SUBMISSION PROCESS

(a) A request for payment is proper if it includes the items required by the clause at FAR 52.232-25,

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

(b) Each invoice shall at a minimum contain the following information:

(1) Invoice Date

(2) Invoice Number

(3) Contract and Delivery/Task Order Number

(4) Contractor's Name

(5) Contractor's Address

(6) Contractor's Unique Entity Identifier (UEI)

(7) Contracting Officer's Name

(8) Contracting Officer's Representative's (COR's) Name

(9) Invoice Routing Code (IRC) assigned by the Coast Guard as follows: **SFLC-2**

(10) Period of Performance for Work Invoiced (if applicable)

(11) Contract Line-Item Number(s) (CLIN(s)) and Description

(12) The overall dollar amounts previously billed, currently billed and unbilled per CLIN(s);

(13) Invoice Total

(14) For Travel: Components in accordance with FAR 31.205-46

(15) Discount Offerings

(16) Status as a Small Business (if applicable) for accelerated payment

(17) The last invoice submitted for this award shall be clearly labeled with "THIS INVOICE CONSTITUTES THE FINAL INVOICE – UPON PAYMENT OF THIS INVOICE NO OTHER MONIES ARE DUE UNDER CONTRACT NUMBER and TASK ORDER NUMBER" (to be assigned upon contract and task order award).

Electronic Submission of Payment Requests (NESSS Awards):

(a) Definitions. As used in these instructions –

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

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

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

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

UEI number is the primary identifier in System for Award Management (SAM), formally known as Central Contractor Registration (CCR), (see FAR 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2018)). Contractors are located and identified in SAM by their UEI number. Therefore, to facilitate payment, the UEI number shall be recorded on every invoice submitted to the U.S. Coast Guard.

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

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

Responsible Official(S) Who Can Receive Notification Of An Improper Invoice:

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

NAME: _____

TITLE: _____

TELEPHONE: _____

EMAIL: _____

8. Section H - Special Contract Requirements

Clauses incorporated by reference

None

Clauses incorporated by full text

SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACTING OFFICER'S (KO) AUTHORITY

No oral or written statement of any person other than the Contracting Officer will modify or affect the terms of this contract. The Contracting Officer is the only person authorized to approve changes in any requirements under this contract, and, notwithstanding any provisions contained elsewhere, that authority remains solely with the Contracting Officer. The KO may delegate rertain responsibilities to authorized representatives. If the Contractor effects any change at the direction of any person other than the KO, the change will be considered made without authority and no adjustment will be made to cover any increased cost.

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR is a government employee designated in writing by the KO to act as a technical advisor within the scope of the contract. The COR performs functions such as review and/or inspection and acceptance of supplies and services of a technical nature. The designation letter sets forth the COR's name, authorities, and limitations. The COR does not have authority to commit the Government or modify the contract.

1. The COR monitors performance, provides progress reports to KS, and conducts technical surveillance. No agreement or change order with any person other than the KO is binding.

2. If the COR requests effort outside the contract scope, the Contractor must promptly notify the KO and KS in writing.

3. The Contractor shall not act on technical instruction unless the KO issues a contractual change/questions.

4. COR responsibilities include, but are not limited to:

A) Point of contact for technical questions via the KS to the KO;

B) Inspection/acceptance and performance adequacy determinations;

C) Resolving non-performance or recommending payment adjustments through the KS to the KO;

D) Reviewing/certifying invoices per contract instructions and maintaining records;

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E) Advising the KS of performance problems and recommending corrective actions;

F) Forwarding requests for change/deviation/waiver (Gov't or Contractor-generated) with supporting paperwork;

G) Submitting CPARS within 30 days of completion and prior to option exercise;

H) Managing Government-Furnished Property;

I) Monitoring contractor employee access/security (e.g., CAC process); and

J) Oversight to ensure no unauthorized personal services or inherently governmental functions.

Contracting Officer's Representative (COR) / Port Engineer: LTJG Bethani Hartman, at (571) 608-9108, or by email at bethani.j.hartman@uscg.mil

H.2 DISCOVERIES AND CHANGES TO CONTRACT (CFR/CR)

Supplies/services will be placed by the KO against the applicable CLIN. The Contractor shall submit priced quotes for non pre-priced, within-scope additional work using Attachment (8), Change Request Quote Form, with detailed price breakdowns (materials, labor, equipment, subcontracts, overhead, profit) and any schedule impacts. CFRs/CRs may be transmitted via email.

H.3 CONDITION FOUND REPORTS (CFR):

· Take required readings/inspections within 24 hours after opening the machinery/system.

· Submit written CFR to the COR within 24 hours of readings/inspections. Include:

(i) Sequential number (e.g., CFR-XXX);

(ii) Related contract award/task order/CLIN;

(iii) Clear title/statement/description of the condition (incl. labor categories, part numbers, materials, dimensions as appropriate);

(iv) Proposed repair;

(v) Identify if Coast Guard action is required or "For Information Only";

(vi) Space for Gov't comments and CR number (if applicable);

(vii) Date and Contractor signature.

· Keep a copy of all CFRs in the Cutter's file.

H.4 CHANGE REQUEST (CR) PROCESS:

1. COR issues CR and IGE to KS; COR provides CR copy to Contractor.

2. Contractor quote due to KS within 72 hours of CR receipt (use Contract Quote Form).

3. Negotiations (if needed).

4. Only the KO approves CR; KS forwards approved CR to Contractor and COR.

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5. Do not proceed without explicit KO approval.

H.5 ADDITIONAL WORK

a) Do not perform additional (within-scope, non-prepriced) work without KO authorization. The KO may negotiate FFP for such work. If cost agreement cannot be reached, a bilateral mod may be issued. Scope includes ship repair and associated support work and may include items not listed on ATTACHMENT 1_Price Schedule MUNRO DS FQ1 FY27.

b) Provide detailed price breakdowns (SFLC-002 or as directed) permitting analysis of all elements; include schedule justification if requesting time extension.

c) Use with Composite Labor Hour Rate (see H.10). The composite rate includes tools/equipment incidental to bench trades and consumables; materials otherwise at agreed rates/quality (commercial or as specified, e.g., MILSPEC/FEDSPEC).

H.6 COMPOSITE LABOR HOUR RATE

The composite labor hour rate offered is the sole rate used to price the Prime Contractor's direct production labor hours for contract changes/additional work. No additional compensation will be paid for the Prime Contractor's direct labor beyond this rate.

a) The composite rate represents total compensation for:

1. Direct wages/salaries;

2. All employee benefits;

3. Other direct costs (transit time, delay/disruption, expendables, equipment);

4. Indirect costs (overhead, G&A);

5. Port/association fees, rents, levies;

6. Profit (fee);

7. Support functions (supervision/management, planning/estimating, material handling, housekeeping, engineering, transportation/drivers, QA, contract administration, security, testing, firewatch);

8. All consumables.

b) Applied only to production labor hours (reasonable/necessary direct production functions). Support-function hours are not separately compensated (they are priced into the composite rate).

c) The Additional Work CLIN amount in the Price Schedule is an estimate; the Government may exceed at scheduled prices at its discretion. Inclusion does not obligate the Government to exercise or entitle the Contractor to compensation if not exercised.

H.7 CONTRACT DEFICIENCY REPORT (CDR)

The KO or COR may issue a CDR (SFLC Form 005). The Contractor shall respond within 24 hours (unless otherwise approved). COR will comment and forward to KO, who renders a final determination.

H.8 CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

USCG SFLC will evaluate performance per FAR 42.1502. Contractor has 60 days to respond to the CPARS assessment notice. CPARS information is business-sensitive and released only as permitted (to other agencies, FOIA, or with prior written consent).

H.9 ACCESS TO WMSLS IN ALAMEDA, CALIFORNIA

(1) SECURITY REQUIREMENTS:

A. The Contractor shall provide a list of all on-site personnel, sub-contractors (including second and third tier subcontractors), and suppliers, to the contracting officer and Contracting Officer's Representative no less than 30 calendar days before on-site work is to commence.

B. Contractor and delivery personnel may be required to present personal photo identification to gain access to a Coast Guard installation. Valid forms of identification are current passport or driver's license that meet Real ID Act requirements. The Real ID Act of 2005 established minimum security standards for license issuance and production and prohibits Federal agencies from accepting, for certain purposes, driver's licenses and identification cards from states not meeting the Act's minimum standards. Anyone requiring access to a military facility under this contract, to include subcontractors, who holds a driver's license from any state without approved licenses will be required to provide identification other than that driver's license to gain access. Government IDs annotated with "Federal Limits Apply" will not be accepted for access purposes. It is the responsibility of the Contractor to ensure that their personnel have federally acceptable personal photo identification and comply with any other requirements for base access. TWIC and DBIDS identification cards are not sufficient forms of identification for access to Coast Guard Island, Alameda.

C. If identification does not indicate United States citizenship, Coast Guard Security may require proof of the legal right to work in the United States. Contractor and delivery personnel also may be subjected to an immigration status and outstanding criminal warrants check.

D. Contractors shall provide the Contracting Officer's Representative with 24 hours of advance notice of every delivery to the site (e.g. concrete, lumber, parts, etc) and provide the company name, delivery person. And phone number of the firm(s) making deliveries. All vehicle access to Government property requires vehicle registration and proof of liability insurance. Otherwise access to the Coast Guard facility may be denied.

Please contact the Port Engineer, LTJG Bethani Hartman, at (571) 608-9108, or by email at bethani.j.hartman@uscg.mil for additional information and processes on base access protocols.

9. Section I - Contract Clauses

Clauses incorporated by reference

Article Number	Reference Text
52.204-9	52.204-9 Personal Identity Verification of Contractor Personnel.

52.204-13	52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-19	52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-6	52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (JAN 2025)
52.209-9	52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
52.209-10	52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)
52.219-6	52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2020)
52.219-8	52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2025)
52.219-28	52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REPRESENTATION (JAN 2025)
52.222-35	52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)
52.222-36	52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)
52.222-44	52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MAY 2014)
52.222-50	52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2025)
52.223-11	52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (MAY 2024)
52.223-12	52.223-12 MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 2024)
52.226-8	52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)
52.232-18	52.232-18 AVAILABILITY OF FUNDS (APR 1984)
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)
52.242-2	52.242-2 PRODUCTION PROGRESS REPORTS (APR 1991)
52.242-5	52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)
3052.222-70	3052.222-70 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (DEC 2003)
3052.222-90	3052.222-90 LOCAL HIRE (JUN 2006)
3052.223-90	3052.223-90 ACCIDENT AND FIRE REPORTING (DEC 2003)
52.245-1	52.245-1 GOVERNMENT PROPERTY (SEP 2021)
52.245-1 Alt I	52.245-1 GOVERNMENT PROPERTY (SEP 2021) ALTERNATE I (APR 2012)

Clauses incorporated by full text

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/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_252_2 _____ _____

(End of clause)

52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

FAR 52.204-91 CONTRACTOR IDENTIFICATION

As prescribed in 4.208(c)(2), insert the following clause:

Contractor Identification (Deviation Date)

Definitions. As used in this clause—

Commercial and Government Entity code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as "CAGE code"); or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as "NCAGE code").

Unique entity identifier means an identifier used to identify a specific commercial, nonprofit, or Government entity.

(b) *Unique entity identifier (UEI).* The Contractor shall ensure that its UEI is maintained throughout the life of the contract.

(c) *Commercial and Government Entity (CAGE) code.* The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. The Contractor shall request changes to a CAGE code as indicated in the following table.

If the Contractor is...	**Then...**
Registered in the System for Award Management (SAM)	Initiate the change by updating its SAM registration
Located in the United States or its outlying areas and is not registered in SAM	Submit a change request to the DLA CAGE Branch via https://cage.dla.mil

Located outside the United States and its outlying areas and is not registered in SAM	Request a change by contacting the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts) or NSPA (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(d) *Communicating changes*. The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

(End of clause)

FAR 52.204-23 (DEVIATION) PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEVIATION 2020-05 REV 3) (JULY 2024)

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

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.

(b) *Prohibition*. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any Kaspersky Lab covered article. The Contractor is prohibited from—

(1) Providing any Kaspersky Lab covered article that the Government will use on or after October 1, 2018; and

(2) Using any Kaspersky Lab covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

(1) 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.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a Kaspersky Lab covered article, any reasons that led to the use or submission of the Kaspersky Lab covered article, and any additional efforts that will be incorporated to prevent future use or submission of Kaspersky Lab covered articles.

(d) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

FAR 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS

As prescribed in 22.2203, insert the following clause:

Addressing DEI Discrimination by Federal Contractors (Deviation DATE)

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

FAR Class Deviation 25-21 for FAR Part 12 in Support of Executive Order on Restoring Common Sense to Federal Procurement, Attachment 1: FAR Part 12 Solicitation Provisions and Contract Clauses Revisions

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

(b) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights-

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

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

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

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

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

(t) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public

enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall-

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

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(3) Notify the Contracting Officer when the occurrence is over.

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

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

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

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

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

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

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

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

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

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

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

FAR Class Deviation 25-21 for FAR Part 12 in Support of Executive Order on Restoring Common Sense to Federal Procurement, Attachment 1: FAR Part 12 Solicitation Provisions and Contract Clauses Revisions

(5) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

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

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

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

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

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

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the FAR Class Deviation 25-21 for FAR Part 12 in Support of Executive Order on Restoring Common Sense to Federal Procurement, Attachment 1: FAR Part 12 Solicitation Provisions and Contract Clauses Revisions contract debt; or

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

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

(i) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and sha11 pass to the Government upon-

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

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

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

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
FAR Class Deviation 25-21 for FAR Part 12 in Support of Executive Order on Restoring Common Sense to Federal Procurement, Attachment 1: FAR Part 12 Solicitation Provisions and Contract Clauses Revisions

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

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

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

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

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

(1) The schedule of supplies/services;

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

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

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

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

(8) The specification.

(s) *Unauthorized obligations.*

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern: FAR Class Deviation 25-21 for FAR Part 12 in Support of Executive Order on Restoring Common Sense to Federal Procurement, Attachment 1: FAR Part 12 Solicitation Provisions and Contract Clauses Revisions

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

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

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

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

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

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

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3

years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

As prescribed in 40.205(b), insert the following clause: Security Prohibitions and Exclusions (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/speciallydesignated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

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

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

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

(4) Iran prohibitions.

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

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

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

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $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 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)

52.233-2 PROTESTS: AS PRESCRIBED IN 33.107(A), INSERT THE FOLLOWING PROVISION: SERVICE OF PROTEST (DEVIATION DATE)

(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)

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

File Attachments:

Title	Description	File Name	Entity	Reference
ATTACHMENT 1_Price Schedule MUNRO DS FQ1 FY27		ATTACHMENT 1_Price Schedule MUNRO DS FQ1 FY27.xlsx	Header	
ATTACHMENT 2 - SOW_MUNRO (WMSL 418) DS FQ1 DAR 27R0		ATTACHMENT 2 - SOW_MUNRO (WMSL 418) DS FQ1 DAR 27R0.pdf	Header	
ATTACHMENT 3 - NDA		ATTACHMENT 3 - Non-Disclosure Agreement.pdf	Header	
ATTACHMENT 5 - Request for Questions MUNRO (WMSL 418) DS FQ1		ATTACHMENT 5 - Request for Questions MUNRO (WMSL 418) DS FQ1.docx	Header	
ATTACHMENT 7 - FLETC Base Access and Pier Lay Down		ATTACHMENT 7 - FLETC Base Access and Pier Lay Down.pdf	Header	
ATTACHMENT 8 - Consolidated List of References_MUN_FQ1_FY27		ATTACHMENT 8 - Consolidated List of References_MUN_FQ1_FY27.pdf	Header	
ATTACHMENT 4 Past Performance Information Form		ATTACHMENT 4 Past Performance Information Form.docx	Header	

ATTACHMENT 6 - Cutter Work Hours_MUNRO FQ1 FY27		ATTACHMENT 6 -Cutter Work Hours_MUNRO FQ1 FY27.docx	Header	

Clauses incorporated by reference

None

Clauses incorporated by full text

LIST OF ATTACHMENTS:

ATTACHMENT 1_ Price Schedule MUNRO DS FQ1 FY27

ATTACHMENT 2_ SOW_MUNRO (WMSL 418) DS FQ1 DAR 27R0

ATTACHMENT 3_ Non-Disclosure Agreement

ATTACHMENT 4_Past Performance Information Form

ATTACHMENT 5_Request for Questions MUNRO (WMSL 418) DS FQ1

ATTACHMENT 6_Cutter Work Hours_MUNRO FQ1 FY27

ATTACHMENT 7_FLETC Base Access and Pier Lay Down

ATTACHMENT 8_Consolidated List of References_MUN_FQ1_FY27

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

Clauses incorporated by reference

Article Number	Reference Text
52.203-11	52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2024)
52.203-18	52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION (JAN 2017)
52.204-7	52.204-7 SYSTEM FOR AWARD MANAGEMENT (NOV 2024)

Clauses incorporated by full text

52.209-7

INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(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)

52.219-1

SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 2024)

(a) Definitions. As used in this provision-

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

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern-

(1)

(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran or;

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

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

Small business concern—

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

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

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

(b) (1) The North American Industry Classification System (NAICS) code for this acquisition is _____[insert NAICS code].

(2) The small business size standard is _____[insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

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

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

(c) Representations.

(1) The offeror represents as part of its offer that—

(i) it _____ is, _____ is not a small business concern; or

(ii) It _____ is, _____ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____ .]

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it _____ is, _____ is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

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

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

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

(7) SDVOSB concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it _____ is, _____ is not an SDVOSB concern.

(8) SDVOSB joint venture eligible under the SDVOSB Program. [Complete only if the offeror represented itself as a SDVOSB concern in paragraph (c)(7) of this provision]. The offeror represents as part of its offer that it _____ is, _____ is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The offeror shall enter the name and unique entity identifier of each party to the joint venture_.]

(9) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It _____ is, _____ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It _____ is, _____ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____ Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

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

(1) Be punished by imposition of fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

FAR 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS. (DEVIATION 20-05) (NOV 2025)

As prescribed in 40.205(a), insert the following provision: Security Prohibitions and Exclusions Representations and Certifications (NOV 2025)

(a) Definitions. As used in this provision—

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

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

Marginalized populations of Sudan means —

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

QUESTIONS

Questions related to the solicitation must be emailed to Tatiana Sher (Tatiana.sher1@uscg.mil), with a courtesy copy to Contracting Officer, Robin Kloeppel (robin.b.kloeppel@uscg.mil), no later than 1200 Eastern Standard Time (EST) **2 July 2026.**

After this date further requests may not be accepted due to time constraints. All questions shall be submitted via email using: Attachment 5 – Request for Questions MUNRO (WMSL 418)

(End of provision)

12. Section L - Instructions, Conditions and Notices to Offerors

Clauses incorporated by reference

Article Number	Reference Text
52.203-11	52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2024)
52.237-1	52.237-1 SITE VISIT (APR 1984)

Clauses incorporated by full text

52.252-3

ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

_____

(End of clause)

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 _____(48 CFR Chapter_____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

SHIP CHECK INSTRUCTIONS

Contact the cutter's Port Engineer to schedule a ship check.

Primary: LTJG Bethani Hartman (571) 608-9108, Bethani.J.Hartman@uscg.mil

Alternate: LCDR Tyler Furry, (763) 218-8055, Tyler.W.Furry@uscg.mil

Interested vendors requesting a ship check must meet facility access requirements for the cutter's home port. Cutters available for a ship check during the solicitation period, at the time of the posting of this solicitation, are:

USCGC MUNRO 30 June 2026

Cutter availability is subject to change without notice. Contact the Port Engineer to confirm cutter availability and to schedule a ship check.

FAR 52.212-1 INSTRUCTIONS TO OFFERORS— COMMERCIAL PRODUCTS & COMMERCIAL SERVICES

I. PREPARATION INSTRUCTIONS

Submit quotes via email to Contracting Officer at Robin.B.Kloeppel@uscg.mil and Contract Specialist at Tatiana.Sher1@uscg.mil

Quote Validity: Period for acceptance of quote shall be 120 days.

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

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

C. Quoters are cautioned that initial quotes should represent their best possible effort.

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

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

F. All pages in the quote shall be numbered and identified with the quote's name MUNRO DS FQ1 FY27, RFQ 70Z08526QLREP0018, and date of quote. A table of contents should be provided with figures and tables listed separately where necessary. (These pages are excluded from the page count.) Subsequent revisions should be similarly identified to show revision number and date.

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

H. Email submission shall not exceed 10mb. Quotes exceeding that size should be sent in separate emails and clearly labeled in the subject 1 of 2 for example.

II. QUOTE CONTENT

A. **Cover Letter**. The Quoter shall provide a one (1) page cover letter that includes the Quoter's address, point of contact information, Unique Entity ID number, Taxpayer Identification Number, and written confirmation that the anticipated period of performance for the contract is sufficient to complete to complete the requirements in Attachment 2 - SOW_MUNRO (WMSL 418) DS FQ1 DAR 27R0

B. **Technical Capability.**

The Government will evaluate the technical capability of the Quoter to perform the requirements within the period of performance based on an assessment of the contractor's planning documentation. Each planning document must be legible and have the following subfactors:

a. Per SOW start and stop dates are shown for each work item and all major sub-tasks associated with each work item.

b. Contains due dates for all major sub-tasks required for Critical Inspection Reports (CIR), along with the submission requirement for CIRs.

c. Contains dates for any events requiring Coast Guard Inspector presence.

d. Identifies all work item tasks that require Technical Representative and Certified Coating Inspector assistance.

e. Identifies all work item tasks that require subcontractor assistance. Provides Calculations for critical path must not include incidental tasks or supporting work items such as Temporary Services, Fire Protection and Prevention, and Dry Docking as applicable and clearly label dates for subcontracted tasks and services. Provide s agreements or purchase orders for subcontractor support during the scheduled dates.

f. Identifies the critical path(s) for the project. The critical path(s) is defined as the longest path through the project, comprised of tasks that cannot absorb delays without risking delay of the overall project completion as planned. Calculations for critical path must not include incidental tasks or supporting work items such as Temporary Services, Fire Protection and Prevention, and Dry Docking as applicable.

g. Identifies tasks with float (also known as "slack"). Float is defined as the amount of time a task can be delayed without causing a delay to subsequent tasks (free float) or work item completion (total float). Show the amount of float (in days) for each task as applicable.

h. Shows start/finish or finish/start relationships and dependencies for all tasks that have work constraints or require coordination of work activities.

Quoters shall provide a written narrative of no more than ten (10) pages providing amplifying information regarding the Quoter's technical capabilities to complete all work within the prescribed performance period. At a minimum the written narrative should explain the following:

a. Any performance risks and risk strategies the Offeror will use to meet or overcome schedule constraints.

b. How environmental challenges given the geographic location and typical climate during the performance period will be mitigated to ensure work items remain on schedule. Subsequent to contract award, the Government will require the Quoter to provide the Preservation Plan and Ambient Conditions Control Plan described in SFLC Standard Specification 6310, and the Heavy Weather Plan described in SFLC Standard Specification 0000.

c. How the Quoter plans to limit disruptions to cutter services, specifically sewage, grey water, potable water, air conditioning, refrigeration, and electrical power.

d. The Quoter's quality assurance and quality control approach that will be employed to ensure satisfactory and timely completion of all work.

e. The Quoter's surge capacity to absorb growth and maintain schedule. Include any written agreements or purchase orders with Technical Representatives and subcontractors to show availability for the identified time periods in the planning document. Written agreements or purchase orders do not count against the ten (10) page limitation. Include all required information, **EXCLUDING any reference to price**. Each technical quote must be sufficiently specific, detailed and complete to clearly and fully demonstrate to the government that the Quoter has a thorough knowledge and understanding of the technical requirements. Previously submitted data will not be used in the evaluation of quotes.

C. **Past Performance Information.**

a. The Quoter shall identify three (3) relevant (similar in nature, scope, and complexity to the work items provided in Attachment 2 - SOW_MUNRO (WMSL 418) DS FQ1 DAR 27R0 and recent (completed within the last (3) three years) federal, state, or local government, or private contracts performed by the Quoter as the p rime contractor. Each contract shall be identified using Attachment 4 Past Performance Questionnaire The government may consider other Contractor Performance Assessment Reporting System (CPARS)

b. Past performance information shall demonstrate: quality of services, schedule and management of completed product/service for the same or similar type contract. If the quote does not include any reference to contracts performed within the last three years, the Quoter must include a statement providing the reason for the omission.

c. Quoters are cautioned to submit sufficient information to permit a meaningful assessment of past performance. Quoters may be asked to clarify certain aspects of their quote or respond to adverse past performance information to which the Quoter has not previously had an opportunity to respond. Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system.

D. Price.

a. The Quoter shall completely fill-out Attachment 1_Price Schedule MUNRO (WMSL 418) DS FQ1, in Microsoft Excel™ (.xlsx). Insert proposed unit and extended prices into the Pricing Schedule for each work item listed. All prices shall be rounded to the nearest whole dollar. The extended price for each work item shall be added together to derive the total price. A completed and electronically signed copy of the Pricing Schedule in portable document format (pdf) shall be submitted. A completed copy of the Pricing Schedule in Microsoft Excel™ (.xlsx) format shall also be submitted.

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

E. Additional Submissions.

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

b. Signed Solicitation Amendments (SF-30s) that were issued.

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

d. Proof of insurance (Statement of coverage from current insurance carrier).

e. List of ALL subcontractors that the Quoter anticipates subcontracting to. The list shall include the subcontractor's name, address, point of contract and phone number; the work item listed in the Pricing Schedule the subcontractor will perform work under; and the percentage of work the subcontractor will perform. If a work item requires a Certified Technical Representative or Qualified Technical Representative, the Quoter shall confirm in writing the subcontractor meets the stated requirement. Technical Representatives include Certified Coating Inspectors, Certified Non-Destructive Test Inspectors, Weld Examination Inspectors, and Marine Chemists.

f. This solicitation may contain welding line items. As a matter of responsibility, the quoter 's quote shall provide the necessary welding certifications and qualifications as required by the specification for the applicable work item(s) per SFLC

Standard Specification 0740. Subsequent to contract award, the Government will require the Contractor to submit applicable certifications and qualifications to the COR for any welding to be performed on any proposed change request.

g. Necessary fill-ins and certifications in provisions.

h. The last day to request the drawings regarding this solicitation is 24 June 2026. After this date, further requests may not be accepted due to time constraints. To request the technical package, contact the Contracting Specialist. All requests should identify the solicitation number 70Z08526QLREP0018. Some references listed in the Specification, under 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: ttps://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. Requests for the technical package, to include the Joint Certification Program number and fully completed Attachment (3), Non-Disclosure Agreement, must be submitted to Contract Specialist: Tatiana Sher (Tatiana.Sher1@uscg.mil) no later than 1200 Eastern Standard Time (EST) 24 June 2026. Please courtesy copy Contracting Officer: Robin B. Kloeppel (Robin.B.Kloeppel@uscg.mil); on the email request. Reference FAR 52.211-3 Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions.

(End of Provision)

13. Section M - Evaluation Factors for Award

Clauses incorporated by reference

None

Clauses incorporated by full text

FAR 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (AUG 2025) (DEVIATION 25-21) (EFFECTIVE NOVEMBER 28, 2025) ADDENDUM

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

1. Technical Capability
2. Past Performance
3. Price

Technical Capability is more important than Past Performance. When combined, Technical Capability and Past Performance are **SIGNIFICANTLY MORE** important than Price. The Government will determine the awardee in accordance with the best interests of the Government. If technical capability and past performance quality assessments converge in terms of equality, price will become the deciding factor in determining the best interests of the Government.

It is anticipated that a written notice for an award of quotes will be emailed or otherwise furnished to the successful Quoter within the time for acceptance specified in the quote. Before the quote's specified expiration time, the Government may accept a quote (or part of a quote), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

The Government reserves the right to award a contract on the basis of evaluation of the original submission.

I. TECHNICAL CAPABILITY

A. The Government will evaluate quotes that demonstrate the Quoter's understanding of the scope of work and ability to successfully accomplish the work within the period of performance more favorably. Conversely, a less favorable evaluation will be given to quotes showing a lesser understanding or lesser ability to successfully perform the requirements by failing to demonstrate sound project management in accordance with the planning documents or lacking sufficient detail to determine if the Quoter identified performance risks and schedule constraints. The Quote's failure to include adequate information about all or parts of any subfactor for Technical Capability or provide an acceptable explanation for the omission in the narrative may also result in a very less favorable evaluation.

B. The assessment process will result in an assessment of Technical Capability as per the table below:

Evaluation Ratings		
Rating	**Definition**	**Note**
Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).
Unsatisfactory	Performance does not meet most	To justify an Unsatisfactory rating, identify multiple

	contractual requirements, and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	significant events in each category that the contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).

2. PAST PERFORMANCE

A. The Government will assess the quoter's confidence level of meeting the solicitation requirements based on the quoter's demonstrated performance CPARS record. Relevant and recent past performance record will be evaluated to determine whether the quoter performed on the quoter's current or past contracts. The Government may use information submitted by the quoter, and information obtained from the CPARS, other agencies, questionnaires, or personal knowledge. In reviewing relevant and recent past performance, the Government will gauge quality based on confidence rating of quality of services, schedule and management.

B. In general, CPARS' past performance rating of Exceptional will be considered more confidence than Very Good and so forth. An unexplained CPARS past performance rating of Marginal or Unsatisfactory in any evaluated area may have a substantial impact on the confidence of past performance.

The Government's evaluation of the Quoter's past performance will result in a overall assessment based on confidence ratings per the following definitions. If records are not relevant, a rating of Neutral will be assigned.

Rating	**Description**
Substantial Confidence	Based on the Quoter's recent/relevant performance record, the Government has high expectations that the quoter will successfully perform the required effort.
Satisfactory Confidence	Based on the Quoter's recent/relevant performance record, the Government has reasonable expectation that the quoter will successfully perform the required effort.
Limited Confidence	Based on the Quoter's recent/relevant performance record, the Government has low expectation that the quoter will successfully perform the required effort.
No Confidence	Based on the Quoter's recent/relevant performance record, the Government has no expectation that the quoter will be able to successfully perform the required effort.
Neutral	No recent/relevant performance record is available, or the quoter's performance record is so sparce that no meaningful confidence assessment rating can be reasonably assigned.

	This is neither a negative nor positive assessment.

3. PRICE

A. Price will be evaluated on the total evaluated price for the completion of the contract. The evaluated total price of the Quoter will be calculated by totaling the proposed extended prices of all work items listed in Attachment 1_Price Schedule MUNRO (WMSL 755) DS FY27 FQ1. The quantities provided are estimates for evaluation purposes only. The quoter's completed Pricing Schedule shall represent the best price in response to the solicitation. The price shall be evaluated to determine fair and reasonable pricing in accordance with FAR parts 12 procedures as determined by the Contracting Officer.

(b) Notice of award. A written notice of award or acceptance of a quote furnished to the successful Quoter within the time for acceptance specified in the quote, shall result in a binding contract without further action by either party. Before the quote's specified expiration time, the Government may accept a quote (or part of a quote), whether there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)