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: 70Z08526QIBCT0048

6. SOLICITATION ISSUE DATE: 04/28/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: SAEPHANH, Mr. OU T

b. TELEPHONE NUMBER *(No collect calls)*

8. OFFER DUE DATE/ LOCAL TIME: 05/29/2026 08:00

9. ISSUED BY — CODE 70Z085

70Z085 CPD 2 - Oakland, CA
Commander, USCG-SFLC-CPD 2, 1301 Clay Street, Suite 800N
Oakland, CA, 94612, US

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

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 336611

SIZE STANDARD:

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

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

18a. PAYMENT WILL BE MADE BY — CODE Z51800

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

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

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

25. ACCOUNTING AND APPROPRIATION DATA

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

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [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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Section II: Continuation of SF1449

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0001		Definitive	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

IDC Type: Not Applicable
FSC Codes: J999 NON-NUCLEAR SHIP REPAIR (WEST)
NAICS Code: 336611 Ship Building and Repairing

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
9/1/26	11/11/26	

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0002	0001	Option	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

Option: 1
Option Time Date: 9/1/26
Option Time Duration: 71
Option Time Units: Days
IDC Type: Not Applicable
FSC Codes: J999 NON-NUCLEAR SHIP REPAIR (WEST)
NAICS Code: 336611 Ship Building and Repairing

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
9/1/26	11/11/26	

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0003		Mess/Berthing/Dining - O43 & O44	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

Option:
Option Time Date: 9/1/26
Option Time Duration: 71
Option Time Units: Days
IDC Type: Not Applicable
FSC Codes: J999 NON-NUCLEAR SHIP REPAIR (WEST)
NAICS Code: 336611 Ship Building and Repairing

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
9/1/26	11/11/26	

Section III: Contract Clauses

Clauses incorporated by reference

Article Number	Reference Text
52.202-1	52.202-1 DEFINITIONS (JUN 2020)
52.203-3	52.203-3 GRATUITIES (APR 1984)
52.203-6 Alt I	52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) ALTERNATE I (NOV 2021)
52.203-13	52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)
52.203-19	52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
52.204-9	52.204-9 Personal Identity Verification of Contractor Personnel.
52.204-19	52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.222-3	52.222-3 CONVICT LABOR (JUNE 2003)
52.222-37	52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)
52.222-40	52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

52.222-50	52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2025)
52.223-3 Alt I	52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021) ALTERNATE I (JULY 1995)
52.224-3	52.224-3 PRIVACY TRAINING (JAN 2017)
52.225-5	52.225-5 TRADE AGREEMENTS (NOV 2023)
52.225-13	52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
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)
52.232-39	52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.232-40	52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)
52.242-13	52.242-13 BANKRUPTCY (JULY 1995)
52.242-15	52.242-15 STOP-WORK ORDER (AUG 1989)
52.245-1	52.245-1 GOVERNMENT PROPERTY (SEP 2021)
52.245-9	52.245-9 USE AND CHARGES (APR 2012)
3052.205-70	3052.205-70 ADVERTISEMENTS, PUBLICIZING AWARDS, AND RELEASES (SEP 2012)
3052.211-70	3052.211-70 INDEX FOR SPECIFICATIONS (DEC 2003)
3052.217-90	3052.217-90 DELIVERY AND SHIFTING OF VESSEL (DEC 2003)
3052.217-93	3052.217-93 SUBCONTRACTS (DEC 2003)
3052.217-95	3052.217-95 LIABILITY AND INSURANCE (DEC 2003)
3052.217-96	3052.217-96 TITLE (DEC 2003)
3052.217-97	3052.217-97 DISCHARGE OF LIENS (DEC 2003)
3052.217-99	3052.217-99 DEPARTMENT OF LABOR SAFETY AND HEALTH REGULATIONS FOR SHIP REPAIR (DEC 2003)
3052.222-70	3052.222-70 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (DEC 2003)
3052.223-90	3052.223-90 ACCIDENT AND FIRE REPORTING (DEC 2003)
3052.228-70	3052.228-70 INSURANCE (DEC 2003)
3052.242-72	3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)

Clauses incorporated by full text

FAR 52.212-1 – ADDENDA I

This requirement is for CGC FIR that is homeported in Coast Guard District 17 at 300 North Fill Pier Cordova, AK 99574 and is considered Full and Open Competition.

Place of Performance: Vendor' Facility/Pier

Contract Type: This solicitation will result in the award of Indefinite Delivery Requirement Contract (IDR)

1. An offeror's completed Price Schedule shall represent the best price in response to the solicitation.

2. Request for Drawings: The last day to request drawings regarding this solicitation is **8 AM PST on 11 May 2026**. After this date, further requests may not be accepted due to time constraints. To request drawings, contact **Ou.T.Saephanh@uscg.mil and Sandra.a.Martinez@uscg.mil**. All requests should identify the solicitation number **RFQ#70Z08526QIBCT0048**. Some references listed in the Specification, under "Consolidated List of References," are subject to Export Control limitations or have otherwise restricted distribution and have been deemed "limited access" and "export controlled" packages. In order to access these documents, vendors must be certified as a US or Canadian contractor by the Joint Certification Program (JCP) administered by the Defense Logistic Information Service (DLIS). Instructions and procedures for being certified by JCP can be found at https://www.dla.mil/HQ/LogisticsOperations/Services/JCP/. Only those vendors that have current certification by JCP will be able to be granted explicit access to these packages by the USCG.

3. Site Visit Contact: Please coordinate and contact **CWO Donald Ladd at Donald.N.Ladd@uscg.mil and Ou Saephanh at Ou.t.Saephanh@uscg.mil** no later than **8 AM PST on 15 May 2026.**

4. Request for Clarifications: Please submit all questions using Attachment - 4 for EACH question via email only and address to **Ou.T.Saephanh@uscg.mil and Sandra.a.Martinez@uscg.mil** no later than **8 AM PST on 18 May 2026**. The subject line of all email correspondence must state **RFQ#70Z08526QIBCT0048**

5. Submit quotes via email to **Ou.T.Saephanh@uscg.mil and Sandra.a.Martinez@uscg.mil** no later than **8 AM PST on 29 May 2026**. The subject line of all email correspondence must state **RFQ#70Z08526QIBCT0048**. Quotes received after the deadline may not be considered.

Period of Performance: **01 September 2026 – 11 November 2026**

ANTICIPATED AWARD DATE: The anticipated date of award is on or about **31 July 2026**.

QUOTE PREPARATION INSTRUCTIONS

Quote Validity: Period for acceptance of offers shall be 90 days.

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

Offers must be prepared in accordance with these instructions, providing all required information in the format specified. Failure of an offer to show compliance with these instructions may be grounds for exclusion of the quote from further consideration.

Offerors are cautioned that the Government intends to evaluate quotes and make award without discussions. Therefore, initial quotes should represent the best possible effort. The Government reserves the right to conduct discussions if determined necessary by the contracting officer.

Any resultant contract shall include the general contract provisions and contract clauses applicable to the selected Offeror's organization and type of contract awarded.

The offer shall concisely describe the Offeror'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.

All pages containing text must 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 will be counted as two pages. Pages exceeding the limitations will be removed from the offer by the Contracting Officer and returned to the Offeror to ensure that they are not evaluated.

All pages in the quote must be numbered and identified with the offeror's name (USCGC FIR DS FY 26, RFQ number, and date of offer). 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.

Additional Submissions.

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

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

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

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

This solicitation may contain welding line items. As a matter of responsibility, the offeror's quote shall provide the necessary welding certifications and qualifications as required by the specification for the applicable work item(s), Standard Specification 0740_STD. 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.

List of ALL subcontractors that the Offeror anticipates subcontracting to. The list shall include the subcontractor's name, address, point of contract and phone number; the work item listed in the Price 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 Offeror 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.

Necessary fill-ins and certifications in provisions. The Offeror must provide the exact location of the shipyard to be used to perform the services required under the solicitation.

QUOTE CONTENT

The response shall consist of three (3) separate parts; Part I, – Price Quote; Part II, – Technical Capability; and PART III, - Past Performance Information.

Specific Instructions:

Send each Part in a separate email labeled as follows: RFQ number# Part I, – Price from [insert Company Name], RFQ number; Part II, – Technical Capability [insert Company Name], and RFQ number Part III, – Past Performance Information [insert Company Name].

PART I, – PRICE

The Offeror must completely fill-out the ATTACHMENT 1, Pricing Sheet in digital spreadsheet format. Insert proposed unit and extended prices in the Pricing Scheet. The extended price must equal the whole dollar unit price multiplied by the number of units. The extended price for each CLIN shall be added together to calculate the total price. A completed and electronically signed copy of the Pricing Sheet in portable document format (pdf) shall be submitted. A completed Pricing Sheet in digital spreadsheet format shall also be submitted. If there is not adequate price competition, Offerors may be required to submit information other than cost or pricing data to support a determination of price reasonableness.

2. PART II, – TECHNICAL CAPABILITY

The Government will evaluate the technical capability of the Offeror to perform the requirements within the period of performance based on an assessment of the contractor's planning documentation.

The Offeror must provide a planning document for the FIR DOCKSIDE FY26 in graphical format (e.g., Gantt Chart, etc.). The planning document must be legible and have the following characteristics:

a. Planning Document:

- Graphical in format (e.g., Gantt Chart).
- Clearly shows overall period of performance for each CLIN, with start and stop dates of major sub-tasks.
- Clearly shows the due dates for Critical Inspection Reports (CIR) and dates for any events requiring Coast Guard Inspector presence.
- Clearly identifies all work item time periods that require OEM Tech Rep assistance.
- Clearly identifies all work item time periods that require subcontractor assistance.
- Clearly identifies the critical path(s) for the project and free float for non-critical sub-tasks.
- Clearly shows calculations for float(s), if project management software does not calculate float automatically.
- Clearly shows start/finish or finish/start relationships and dependencies for all tasks that have work constraints or require coordination of work activities.
- Include a one-page summary explaining how environmental challenges will be mitigated to ensure the preservation work items remain on schedule. Specifically address precipitation and humidity in consideration of the dock location and typical climate during the performance period.

b. Welding Certifications:

- Include welding procedures.
- Welder certificates.
- Continuity log.

c. The Offeror shall submit a comprehensive Execution Plan detailing their methodology for fulfilling all lodging and messing requirements for the duration of the ship repair availability. This narrative must specifically identify the commercial hotel properties, detailing their proximity to the shipyard, and explain how the Offeror will keep the crew consolidated (e.g., utilizing a single primary facility). The plan must also detail complete food service logistics, including the provision of high-caloric, nutritionally balanced meals that align with the specification.

Offerors shall provide a written narrative of no more than ten (10) pages providing amplifying information regarding the Offeror'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 Offeror 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 Offeror plans to limit disruptions to cutter services, specifically sewage, grey water, potable water, air conditioning, refrigeration, and electrical power.

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

e. The Offeror's surge capacity to absorb additional work and maintain schedule.

f. How the Offeror will provide any certifications and qualifications necessary to meet the requirements that are not provided with the quote.

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 Offeror has a thorough knowledge and understanding of the technical requirements. Previously submitted data will not be used in the evaluation of quotes.

PART III, – PAST PERFORMANCE INFORMATION

a. The Offeror shall identify at least one (1) but not more than three (3) relevant (similar in nature, scope, and complexity to the work items provided in ATTACHMENT 2, USCGC FIR DS FY26 – SPECIFICATION, and recent (completed within the last (3) three years) federal, state, or local government, or private contracts performed by the Offeror as the **PRIME** contractor. Each contract shall be identified using ATTACHMENT 3, Past Performance Information Form. The government may consider other Contractor Performance Assessment Reporting System (CPARS) information.

b. Past performance information shall demonstrate customer satisfaction with overall job performance and quality 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 Offeror must include a statement providing the reason for the omission.

c. Offerors are cautioned to submit sufficient information to permit a meaningful assessment of past performance. Offerors may be asked to clarify certain aspects of their quote or respond to adverse past performance information to which the Offeror 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. If a subcontractor will perform work that is estimated to account for 25% or more of the total price, the above data must also be provided for the subcontractor with respect to the nature, scope and complexity of the work the subcontractor will perform. If a joint effort or teaming arrangement is proposed, the Offeror shall submit sufficient information to permit a meaningful assessment of the proposed team or subcontractor's past performance while working in such arrangements.

FAR 52.212-2 EVALUATION - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (AUG 2025)(DEVIATION 25-31) ADDENDUM

GENERAL INFORMATION

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

1. Technical Capability
2. Past Performance
3. Price

Technical Capability is more important than Past Performance. When combined, Technical Capability and Past Performance are MORE important than Price. The Government will use best value trade-off source selection procedures to determine the awardee. If technical capability and past performance quality assessments converge in terms of equality, price will become the determinative factor in the best value tradeoff decision.

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

c. The Government reserves the right to award a contract on the basis of evaluation of the original submission without discussions.

FACTOR 1 - TECHNICAL CAPABILITY

The Government will evaluate quotes that demonstrate the Offeror's clear 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 or lacking sufficient detail to determine if the Offeror identified performance risks and schedule constraints based on the scope of work. The Offeror'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 be found to contain deficiencies and will result in a very low assessment of quote quality.

a. Planning Document:

- Graphical in format (e.g., Gantt Chart).
- Clearly shows overall period of performance for each CLIN, with start and stop dates of major sub-tasks.
- Clearly shows the due dates for Critical Inspection Reports (CIR) and dates for any events requiring Coast Guard Inspector presence.
- Clearly identifies all work item time periods that require OEM Tech Rep assistance.
- Clearly identifies all work item time periods that require subcontractor assistance.
- Clearly identifies the critical path(s) for the project and free float for non-critical sub-tasks.
- Clearly shows calculations for float(s), if project management software does not calculate float automatically.
- Clearly shows start/finish or finish/start relationships and dependencies for all tasks that have work constraints or require coordination of work activities.
- Include a one-page summary explaining how environmental challenges will be mitigated to ensure the preservation work items remain on schedule. Specifically address precipitation and humidity in consideration of the dock location and typical climate during the performance period.

b. Welding Certifications:

- Include welding procedures.
- Welder certificates.
- Continuity log.

c. The Offeror shall submit a comprehensive Execution Plan detailing their methodology for fulfilling all lodging and messing requirements for the duration of the ship repair availability. This narrative must specifically identify the commercial hotel properties, detailing their proximity to the shipyard, and explain how the Offeror will keep the crew consolidated (e.g., utilizing a single primary facility). The plan must also detail complete food service logistics, including the provision of high-caloric, nutritionally balanced meals that align with the specification.

This evaluation factor will be assessed using the below ratings.

Rating	Definition
Acceptable	Offeror's proposal meets all solicitation, specification, and standard specification requirements.
Unacceptable	Offeror's proposal fails to meet solicitation, specification, and standard specification requirements.
Incomplete	Offeror's proposal is incomplete and requires clarification to complete evaluation.

FACTOR 2 - PAST PERFORMANCE

A. The Government will assess the offeror's probability of meeting the solicitation requirements based on the offeror's demonstrated performance record. Relevant and timely past performance information will be evaluated to determine whether the offeror performed on the offeror's current or past contracts. Relevant project criteria are: ship repair, performance as the prime contractor, period of performance completed, similar value, and similar complexity to the statement of work for this project. The Government may use information submitted by the offeror, and information obtained from the CPARS, other agencies, questionnaires, or personal knowledge. In reviewing relevant past performance, the Government will gauge quality based on performance risk.

1. Quality of Product: Offeror's ability to comply with contract requirements, apply effective quality assurance and controls, adequacy of materials and submittals, and correction of deficiencies.

2. Schedule: Offeror's use of the planning document or other project management tool to manage work scheduling and progress, ability to meet scheduled dates for work items and major subtasks, and application of effective strategies to manage project risks and work constraints.

3. Management: Offeror's effectiveness with administration and communications, managing company personnel and subcontractors, and responsiveness to safety concerns and customer needs.

B. In general, a CPARS past performance rating of Exceptional will be considered more favorable 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 quality of past performance.

Past Performance Subfactors	More Favorable Consideration (Lower Performance Risks)	Less Favorable Consideration (Higher Performance Risks)
Quality	Workmanship or employees and subcontractors consistently exceeded contractual requirements. Provided innovative solution to improve performance. Applied Industry best practices to achieve best possible results. Employed an efficient QA system and controls to assure quality of product. Work was accomplished with minimal oversight or technical direction. Few minor problems if any, for which corrective actions taken were highly effective.	Met minimal standards or did not meet all contractual requirements. Questionable quality of product. Rework commonplace. Required unnecessary QA efforts by Government or created delays due to poor workmanship and needed rework. Slow to report or react to reported issues. Used substandard, poor condition, or nearly expired materials. Deficiencies or weaknesses were not cured during contract performance period. Corrective actions appeared or were ineffective.
Schedule	Sound project management plan. Efficiently progressed through work.	Insufficient planning or lack of understanding of scope. Planning

	Easily adjusted work plans to overcome challenges and maintain schedule. Subcontractors scheduling integrated and managed to ensure efficient production. Maximized opportunities based on available resources. Complete understanding of work item dependencies, available float, and critical path. Tasks started and finished on time. Provided accurate updates and skillfully managed schedule risks. Finished on time or early.	document difficult to use to predict check points or monitor progress. Work items out of sequence or missing tasks. Work plan did not match resources. Used unrealistic task durations. Planning rarely coordinated. Task relationships and dependencies not known or managed. Daily production inconsistent with published schedule. Government constantly adjusting to accommodate or facilitate work. Poor production management caused constant schedule slip. No risk management to preserve schedule and prevent delays. Needed contract extension to complete base work.
Management	Excellent communication skills. Very easy to work with. Welcomed Government input. Honesty, integrity and professionalism consistently highlighted. Shared common goals for quality, timeliness, and safety of work. Made sound recommendations that minimized project risks. Found ways to complete growth to prevent schedule slip.	Did not provide timely notifications. Management of employees, subcontractors, and tech reps lacking. Rarely knew subcontractor work status if at all. Attempted to work around regulations or by-pass certifications and standards. Cited examples of unreasonableness, appearances of uncaring behavior or actions, or casting blame. Difficult to work with. Late with reports and deliverables. Did not follow up or provided timely response to questions or concerns.

C. The Government reserves the right to verify claims made by the Offeror and not to consider relevant those that are not substantiated.

D. Offerors are reminded that the Government reserves the right to obtain past performance information from any source available.

E. Offerors with no relevant past or present performance history or the Offeror's performance record is so limited that no assessment rating can be reasonably assigned shall receive the rating "neutral".

FACTOR 3 – PRICE

Price evaluation is based on Attachment 2, Specification, which will be the first task order. Price will be evaluated on the total evaluated price for the completion of the USCGC FIR Dockside. The total evaluated price is the total of foreseeable costs and the proposed prices of all extended work items that are listed in ATTACHMENT 1, Price Schedule. An offeror's completed Price Schedule shall represent the best price in response to the solicitation. The total evaluated price shall be assessed to ensure that it is fair and reasonable. The total evaluated price will be evaluated for reasonableness in accordance with FAR part 12.

FORESEEABLE COSTS: The Offeror's total evaluated price will include foreseeable costs related to the location of the contractor's offered place of performance. Foreseeable costs and the calculation method are below.

1. Transit Cost.

a. Transit Cost: Nautical Miles (roundtrip) × $255 Cutter Cost Factor

2. Family Separation Allowance (FSA) & Homeport Travel (HTA)

a. FSA-S (Daily): 25 Personnel × 71 days × $8.33

b. Crew Home Port Travel: 25 Personnel × 1 round trip Airfare

3. Travel & Per Diem Expenses

a. Per Diem: (Max Lodging + Meals + $5 incidentals) × 71 Days × 49 Personnel

b. Car Travel: Price per day x 71 days

c. COR Air Travel: 1 Personnel × 12 round trips Airfare

The Offeror must provide, in the space below, the exact location of the shipyard to be used to perform the services required under the solicitation. The offeror is cautioned that its failure to provide the location of the shipyard may result in its quote being DISQUALIFIED and excluded from consideration.

Name and Location of Facility/Pier: _____

Definitions: WORK ITEMS: These are the items that are listed in the Price Schedule (Attachment 1 - Blank bid sheet CGC FIR DS FY 26) and Attachment 2 - Specs USCGC FIR DS and M&B FY 26).

FAR CLASS DEVIATION (NUMBER 25-21)

Part 12 in Support of Executive Order on Restoring Common Sense to Federal Procurement

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS

INVOICE SUBMISSION PROCESS:

1. The Contractor shall prepare a proper invoice IAW FAR clause 52.212-4, and in addition to the information required by FAR 52.212-4(g) as cited in the contract. All invoices shall be itemized to correlate to the Schedule of Supplies/Services.

(A) The Government will make payment under this contract based on a percentage or stage of completion. The Contractor may invoice each contract line item (CLIN) as work progresses. The amount invoiced shall be calculated based on those prices stipulated in the contract Schedule of Supplies/Services as follows:

(B) A CLIN may not be invoiced until the percentage complete reaches 25 percent. Future invoices for that CLIN have no limitation as to the percentage of completion required before invoicing. (The minimum percentage of completion (25%) to be reached prior to billing each CLIN may be waived by the Contracting Officer on a case by case basis for large dollar CLINS.)

(C) In addition to the information required by FAR 52.212-4 (g) Invoices shall include:

1) Contract Number, Delivery Order/Task Order Number, DOC Number

2) Name and Address of the Contractor

3) Invoice Number and Invoice Date

4) DUNS Number

5) Name of the Contract Specialist and Contracting Officer's

6) Invoice Routing Code (IRC): SFLC-2

7) Indicate Small Business Status

8) Indicate if Final Invoice, the Contractor's final invoice submitted under the contract must be marked as follows: "THIS INVOICE CONSTITUTES THE FINAL INVOICE – UPON PAYMENT OF THIS INVOICE NO OTHER MONIES ARE DUE UNDER CONTRACT NUMBER" (to be assigned upon contract award).

9) The percentage of completion for each CLIN identified;

10) Vessel name

11) The overall percentage and dollar amount previously billed, currently billed and unbilled,

12) Shipping and Payment Terms

13) Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice.

All information must be included in an invoice for it to constitute a proper invoice. All improper invoices will be rejected which could delay payment.

2. The Contractor shall forward invoices via e-mail:

or in person to the contracting Officer's Technical Representative (COR).

3. The COR shall review and verify invoices, sign the invoice and return the invoice to the Contractor.

4. Electronic Submission of Payment Requests

(a) Definitions. As used in these instructions -

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

(b) Effective at FSMS Go-Live (consult with your contracting officer), except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.

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

(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request

A copy of the invoice and any supporting documentation shall also be e-mailed to the following individuals:

Contract specialist email: **Ou.T.Saephanh@uscg.mil** and COR email: **Donald.N.Ladd@uscg.mil**

Invoices shall only include work that has been incorporated via contract modification. Only the Contracting Officer is able to authorize work and issue any modifications; therefore, payments will not be made for any work to which a modification has not been properly executed. Invoices submitted for payment that includes such a request will be reduced by the unmodified amount

NOTE: 10% OF THE TOTAL CONTRACT PRICE WILL BE WITHHELD UNTIL ALL DELIVERABLES, REQUIRED BY THE CONTRACT, ARE RECEIVED AND ACCEPTED.

FURTHER CONSIDERATIONS WITH INVOICING:

In accordance with the Prompt Payment Act, for the purposes of determining a payment due date and the date on which interest will begin to accrue if a payment is late, a proper invoice shall be deemed to have been received:

(1) On the later of:

(2) For invoices that are mailed the date a proper invoice is actually received by the designated billing office and annotates the invoice with date of receipt at the time of receipt.

(ii) For invoices electronically transmitted by the Contractor via web based submission, the date a transmission is received by the designated billing office, and receipt confirmation is provided to the designated recipient; or

(iii) The seventh day after the date on which the property is actually delivered or performance of the services is actually completed; unless—

a) The agency has actually accepted the property or services before the seventh day in which case the acceptance date shall substitute for the seventh day after the delivery date; or

b) A longer acceptance period is specified in the contract, in which case the date of actual acceptance or the date on which such longer acceptance period ends shall substitute for the seventh day after the delivery date;

(2) On the date placed on the invoice by the Contractor, when the agency fails to annotate the invoice with date of receipt of the invoice at the time of receipt (such invoice must be a proper invoice); or

(3) On the date of delivery, when the contract specifies that the delivery ticket may serve as an invoice.

(4) Web based submission by the Contractor and receipt confirmation does not reflect Government review or acceptance of the invoice.

(5) For inquiries and payment status please visit: http://www.fincen.uscg.mil/electron.htm

The Data Universal Numbering System (DUNS) 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 2003)). Contractors are located and identified in SAM by their DUNS number. Therefore, to facilitate payment, the DUNS 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.

ACCESS TO VESSELS

a. A reasonable number of officers, employees, and associates of the Government, or other prime Contractors with the Government, and their subcontractors, shall, as authorized by the Contracting Officer, have, at all reasonable times, admission to the plant, and access to vessel(s) to perform and fulfill their respective obligations to the Government on a noninterference basis. Work hours for the vessel will be discussed at the Arrival Conference. Any work performed outside of those hours will be allowed at the sole discretion of the Contracting Officer.

The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Contracting Officer, to be given admission to the Contractor's facilities and access to the vessel(s) and to office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of their respective responsibilities and reasonable to their performance. All such above personnel shall be required to comply with all Contractor rules and regulations governing personnel at its shipyard, including those relative to safety and security.

b. The Contractor further agrees, as authorized by the Contracting Officer, to afford to a reasonable number of officers, employees, and associates of bidders on other contemplated work, the same privileges of admission to the Contractor's plant and access to the vessel(s) on a noninterference basis subject to all Contractor rules and regulations governing personnel in its shipyard, including those relative to safety and security.

COMPOSITE LABOR RATE

The composite labor rate offered shall be the sole labor hour rate used to price the Prime Contractor's direct labor hours for contract changes. The Contractor shall not receive any compensation in addition to this rate for the Prime Contractor's direct labor associated with such changes under this contract.

1. The composite labor hour rate shall represent total compensation for the following:

1. direct labor wages and salaries;

1. all employee benefits including but not limited to paid leave, supplemental pay, insurance, retirement savings, and legally required benefits;

1. other direct costs associated with transit time, delay, disruption, expendable supplies, and equipment;

1. all indirect costs such as overhead and general and administrative expense;

1. any port or association fees, rents, or other levies;

1. profit (fee);

1. all direct and indirect costs and profit associated with the following support functions:

Supervision and Management Planning and Estimating Material Handling Housekeeping Engineering Transportation/Drivers
Quality Assurance ContractAdministration SecurityGuard Testing Firewatch

1. all consumables;

1. The composite labor hour rate will be applied to production labor hours only. Production labor hours include only those hours necessary and reasonable to perform direct production functions and do not include the hours expended on the

support functions listed above. This exclusion of support function hours applies whether such support functions are normally charged directly or indirectly by the Contractor's accounting system. These support functions are to be priced into the composite labor rate quoted and shall not be separately compensated.

1. The Quantity of Composite Labor hours indicated in the Schedule of Supplies/Services, is only an estimate and is an Optional Item pursuant to this solicitation. The Estimated Quantity represents the Government's best estimate of the total number of additional hours that may be required throughout the contract. The Government may elect to exceed this value at the prices stated in the schedule and its discretion during performance of the contract. The inclusion of this item does not obligate the Government to exercise the item nor entitle the Contractor to compensation if not exercised.

TELEPHONE CHARGES SOLICITATION

The Commanding Officer of the Cutter will pay all toll charges and applicable taxes and surcharges for long-distance telephone calls placed by ship's personnel. All other charges shall be borne by the Contractor.

INDEMNIFICATION FOR ACCESS TO VESSELS

Notwithstanding any provision in the "Access to Vessels" clause, or any other clause of the contract, the Contractor agrees to allow officers, employees, and associates of the Government, or other prime Contractors with the Government and their subcontractors, and officers, employees, and associates of offeror on other contemplated work, admission to the Contractor's facilities and access to the vessel without any further request for indemnification from any party, which has not been previously included in the contract price.

ACCESSIBILITY OF CONTRACTORS FACILITY

The contractor shall provide a facility accessible from a navigable waterway at which a ship of the characteristics described in the attached specification can, using its own propulsion, safely arrive, lie afloat and depart at all states of the tide and at any time day or night. The facility and its approaches shall have a minimum water depth of 13 feet and a minimum of vertical clearance of 80 feet.

DEVIATIONS CLAUSES AND PROVISIONS

DEVIATION CLAUSES

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

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

52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (AUG 2025) (DEV 25-19)

52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (AUG 2025) (DEVIATION 25-19)

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

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

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

25-27)

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

52.216-21 REQUIREMENTS (OCT 2025) (DEV 25-19)

Requirements (OCT 2025) (DEVIATION 26-04)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after _____ *[insert date]*.

Alternate I (Apr1984). If the requirements contract is for nonpersonal services and related supplies and covers estimated requirements that exceed a specific Government activity's internal capability to produce or perform, substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.

Alternate II (Apr 1984). If the requirements contract includes subsistence for both Government use and resale in the same Schedule, and similar products may be acquired on a brand-name basis, add the following paragraph (g) to the basic clause:

(g) The requirements referred to in this contract are for items to be manufactured according to Government specifications. Notwithstanding anything to the contrary stated in the contract, the Government may acquire similar products by brand name from other sources for resale.

Alternate III (Oct 1995). If the requirements contract involves a partial small business set-aside, substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) The Government's requirements for each item or sub-item of supplies or services described in the Schedule are being purchased through one non-set-aside contract and one set-aside contract. Therefore, the Government shall order from each Contractor approximately one-half of the total supplies or services specified in the Schedule that are required to be purchased by the specified Government activity or activities. The Government may choose between the set-aside Contractor and the non-set-aside Contractor in placing any particular order. However, the Government shall allocate successive orders, in accordance with its delivery requirements, to maintain as close a ratio as is reasonably practicable between the total quantities ordered from the two Contractors.

Alternate IV (Oct 1995). If the contract includes subsistence for both Government use and resale in the same Schedule and similar products may be acquired on a brand-name basis and the contract also involves a partial small business set-aside, substitute the following paragraph (c) for paragraph (c) of the basic clause and add the following paragraph (g) to the basic clause:

(c) The Government's requirements for each item or sub-item of supplies or services described in the Schedule are being purchased through one non-set-aside contract and one set-aside contract. Therefore, the Government shall order from each Contractor approximately one-half of the total supplies or services specified in the Schedule that are required to be purchased by the specified Government activity or activities. The Government may choose between the set-aside Contractor and the non-set-

aside Contractor in placing any particular order. However, the Government shall allocate successive orders, in accordance with its delivery requirements, to maintain as close a ratio as is reasonably practicable between the total quantities ordered from the two Contractors.

(g) The requirements referred to in this contract are for items to be manufactured according to the Government specifications. Notwithstanding anything to the contrary stated in the contract, the Government may acquire similar products by brand name from other sources for resale.

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

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

52.219-14 LIMITATIONS ON SUBCONTRACTING (OCT 2025) (DEV 25-19)

52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (OCT 2025) (DEV 25-19)

52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (OCT 2025) (DEVIATION 26-10)

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

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

52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021) (DEV 26-10)

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

52.223-3 ALT I HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
ALTERNATE I (OCT 2025) (DEVIATION 26-12)

52.223-11 OZONE-DEPLETING SUBSTANCES (OCT 2025) (DEV 26-12)

52.223-12 MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (OCT 2025) (DEVIATION 26-12)

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

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

52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (AUG 2025) (DEVIATION 25-23)

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEPTEMBER 2025)

DEVIATION PROVISIONS

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

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

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (NOV 2025) (DEVIATION 25-27)

(1) The Offeror certifies, to the best of its knowledge and belief, that—

The Offeror and/or any of its Principals–

Are___are not____presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

Have_____ have not_____, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered

against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

Are_____are not_____ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i)The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii)The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2)

(ii)The Offeror has____has not_____ , within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

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

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (NOV 2025) (DEVIATION 25-27)

(a) Definitions. As used in this provision—

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in–

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

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

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

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

(End of provision)

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

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

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

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

(b) The Offeror represents that–

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

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

(End of provision)

52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (AUG 2025) (DEVIATION 25-21)

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

52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS

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

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

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

Place of Performance (Street Address, City, State, County, ZIP Code)

_____

_____

Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent

_____

_____

(End of provision)

HSAR DEVIATION

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

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

[The Contracting Officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The Contracting Officer may add the date of the provision or clause if desired for clarity.]

(a) Provisions.

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

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

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

____Alternate I

____Alternate II

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

_X__3052.247-72 F.o.B. Destination Only.

(b) Clauses.

____3052.203-70 Instructions for Contractor Disclosure of Violations.

_X__3052.205-70 Advertisement, Publicizing Awards, and Releases.

____Alternate I

____3052.209-72 Organizational Conflicts of Interest.

____3052.209-73 Limitation on Future Contracting.

_X__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)

_X__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)
____3052.217-98 Delays. (USCG)
_X__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.
____3052.240-71 Contractor Employee Access.
____Alternate I
____Alternate II
_X__3052.240-72 Safeguarding of Controlled Unclassified Information.
____Alternate I
____3052.240-73 Notification and Credit Monitoring Requirements for Personally Identifiable Information Incidents.
____3052.242-72 Contracting Officer's Representative.
____3052.249-90 Contract Termination. (USCG)
(End of clause)

52.203-17 (Deviation)

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

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

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

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

(End of clause)

52.216-18

ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01-SEP-2026 through 11-NOV-2026.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19

ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than 500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of 600000;

(2) Any order for a combination of items in excess of _____; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.,* includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.252-2

CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

_____ _____ _____

(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 HSAR (48 CFR CHAPTER 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

3052.223-70

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

The Contractor shall have all licenses and permits required by Federal, state, and local laws to perform hazardous substance(s) removal or disposal services. If the Contractor does not currently possess these documents, it shall obtain all requisite licenses and permits within 30 Days days after date of award. The Contractor shall provide evidence of said documents to the Contracting Officer or designated Government representative prior to commencement of work under the contract.

(End of clause)

3052.225-70

REQUIREMENT FOR USE OF CERTAIN DOMESTIC COMMODITIES (NOV 2024)

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

(1) "Commercial," as applied to an item described in paragraph(b) of this clause, means an item of supply, whether an end item or component, that meets the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.

(2) "Component" means any item supplied to the Government as part of an end item or of another component.

(3) "End item" means supplies delivered under a line item of this contract.

(4) "Non-commercial," as applied to an item described in paragraph (b) or (c) of this clause, means an item of supply, whether an end item or component, that does not meet the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.

(5) ``Qualifying country'' means a country with a memorandum of understanding or international agreement with the United States under which DHS procurement is covered.

(6) ``United States'' includes the possessions of the United States.

(b) The Contractor shall deliver under this contract only such of the following commercial or non-commercial items, either as end items or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof; or

(2) Tents, tarpaulins, covers, textile belts, bags, protective equipment (such as body armor), sleep systems, load carrying

equipment (such as fieldpacks), textile marine equipment, parachutes or bandages.

(c) The Contractor shall deliver under this contract only such of the following non-commercial items, either as end items or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Cotton and other natural fiber products.

(2) Woven silk or woven silk blends.

(3) Spun silk yarn for cartridge cloth.

(4) Synthetic fabric or coated synthetic fabric (including all textile fibers and yarns that are for use in such fabrics).

(5) Canvas products.

(6) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(7) Any item of individual equipment manufactured from or containing any of the fibers, yarns, fabrics, or materials listed in this paragraph (c).

(d) This clause does not apply--

(1) To items listed in (FAR) 48 CFR 25.104, or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at United States market prices;

(2) To the covered items in paragraphs (b) and (c) of this clause containing non-compliant fibers when the total value of the non-compliant fibers contained in the end item does not exceed 10 percent of the total purchase price of the end item; or

(3) To items that are eligible products per (FAR) 48 CFR Subpart 25.4.

(End of clause)

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

File Attachments:

Title	Description	File Name	Entity	Reference
Attachment 1 - USCGC FIR DS FY 26 Work Item - PRICING SHEET		Attachment 1 - Blank bid sheet CGC FIR DS FY 26.xls	Header	
Attachment 2 - USCGC FIR DS FY26 - SPECIFICATION - Final		Attachment 2 - Specs USCGC FIR DS and M&B FY 26.pdf	Header	
Attachment 3 - Past Performance Information Form		Attachment 3 - Past Performance Information Form.docx	Header	
Attachment 4 - Request for Clarification Form		Attachment 4 - Request for Clarification Form.docx	Header	

Section V: Solicitation Provisions

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)
52.204-5	52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (OCT 2014)

Clauses incorporated by full text

52.209-5

CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals–

(A) Are _____ are not _____ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have _____ have not _____, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are _____ are not _____ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have _____, have not _____, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals

contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has _____ has not _____, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

(End of provision)

52.233-2

SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal *Acquisition* Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), *shall* be served on the *Contracting Officer* (addressed as follows) by obtaining written and dated acknowledgment of receipt from Sandra.A.Martinez@uscg.mil and the protest mailbox at protests@uscg.mil.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-1

SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

52.252-1

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisition.gov/

(End of provision)

52.252-5

AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any HSAR(48 CFR ChapterCHAPTER 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)