**Section C:**

General Information

This is a combined synopsis/solicitation for commercial services prepared, and to be evaluated and awarded, in accordance with RFO Part 12 - Acquisition of Commercial Products and Commercial Services. This announcement constitutes only solicitation.

No award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation either before or after the opening/closing date.

This solicitation is issued as a Request for Quote (RFQ) under number 70Z08526QLREP0023. This solicitation document and incorporated provisions and clauses are in effect through:

• Federal Acquisition Circular 2026-01 dated 13 March 2026

• Department of Homeland Security Acquisition Regulation (HSAR) dated 26 December 2024

• Homeland Security Acquisition Manual (HSAM) 2026-02 dated 28 November 2025

• Coast Guard Acquisition Procedures (CGAP) 2025-02 dated 20 June 2025

Description of Work

This is a Request for Quote (RFQ) for the Fiscal Year Quarter (FYQ) 2, Fiscal Year (FY) 27 Dockside Repairs of United States Coast Guard Cutter **USCGC BERTHOLF (WMSL-750)**, home moorage Alameda, CA.

The requirement consists of dockside repairs aboard **USCGC BERTHOLF (WMSL-750)** in accordance with **Attachment A_ BERTHOLF DS FQ2 FY27 - Specification Rev-0**.

Scope of Work

The Contractor shall furnish all necessary labor, materials, services, equipment, supplies, power, accessories, facilities, and all other items required—except as otherwise specified—to perform dockside repairs in accordance with this solicitation and all attached specifications. The scope of work includes ship repair and associated support work and may include work not currently listed as individual Work Items.

A complete list of contract line-item numbers (CLINs), quantities, units of measure, and options is provided in **Attachment B_ BERTHOLF DS FQ2 FY27 - Price Schedule.**

Failure to read the complete specification will not relieve the Quoter of responsibility for accurately estimating the work required or pricing the requirement. All quotes submitted in response to this solicitation shall remain valid and stand firm for **120 calendar days** from the solicitation close date.

**Section D:** See Attachment A_ BERTHOLF DS FQ2 FY27 - Specification Rev-0.

**Section E:** Attachment A_ BERTHOLF DS FQ2 FY27 - Specification Rev-0.

Submittals and Test Reports

Provide required submittals (e.g., procedures, certificates, test/flush/align reports) to the COR as specified in the PWS/specifications and as summarized in **Section H (CFR/CR timing, weekly progress reporting).**

Acceptance

Government acceptance occurs upon successful completion of required inspections/tests, correction of deficiencies, and COR/KO acknowledgement that the supplies/services conform to contract requirements. Final acceptance is by the **COR.**

**Section F:**

Period and Place of Performance

• Place of Performance: Onboard USCGC BERTHOLF (WMSL-750), Alameda, CA.

• Period of Performance (anticipated): 05 January 2027 – 02 April 2027.

Cutter Work Hours

Cutter work hours are as follows:

Industrial Work: Monday-Friday, 0700-1700
Hot work: Monday-Friday, 0800-1600, Cutter & COR approval required for Saturdays.
Transfers of fuel, oil, and/or water: Monday-Friday, 0800-1600
Operation of major machinery: Monday-Friday, 0700-1700
Federal holidays: 0700-1700

The Contractor may request to work outside of the above designated days/hours with advance notice to the COR subject to Contracting Officer approval.

Access to WMSLS in Alameda, CA

(1) SECURITY REQUIREMENTS:

A. For access to USCG Base Honolulu or Coast Guard Island, Alameda, the contract shall have RAPIDGate credentials. All personnel that need access to the base, such as on-site personnel, subcontractors (including second and third-tier subcontractors) and suppliers will need RAPIDGate credentials. This process must be completed prior to the start of work. Therefore, the Contractor shall begin the RAPIDGate registration process no less than 45 calendar days before on-site work is to commence. For enrollment into the RapidGate program for base access privileges, information can be found at www.rapidgate.com or by calling the RAPIDGate program at 1-877-727-4342. Please note that all costs associated with registration and participation in the RAPIDGate Program is at the sole expense of the contractor.

B. 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. The Contractor shall update this list when changes occur and ensure all personnel satisfy base access standards and have RAPIDGate credentials.

C. Contractor personnel not listed and without RAPIDGate credentials may be denied access to the Coast Guard Facility. Contractor personnel will be restricted to designated working areas. Any personnel violating this policy may lose access to the Coast Guard Facility. Contractor personnel shall have photo identification at all times while working on Coast Guard facilities. Special identification requirements may be needed to obtain the RAPIDGate credentials.

D. 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, including 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.

E. 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.

F. 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, LT Jacob McKean (719) 321-0667, or by email at Jacob.L.Mckean@uscg.mil for additional information and processes on base access.

## Section G

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 certain 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.

**Section H:**

PROCEDURES FOR TASK ORDERS, DISCOVERIES, AND CHANGES TO CONTRACT

After Contract award, individual task orders will be issued as necessary to support Contract requirements. The Contractor will be directed to commence work via a Task Order or modification sent from the Contracting Officer. The Contractor shall provide notice of acceptance of the Task Order or modification by signing the Standard Form (SF-30 or SF-1449) and returning it to the Contracting Officer, or by starting work when the Contracting Officer issues a Task Order.

The Contractor shall not perform any type of additional work without the Contracting Officer's authorization. No oral or written statement of any person other than the Contracting Officer will in any manner or degree modify or otherwise affect the terms of this contract. The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and an adjustment may not be made in the contract price to cover any increase in cost incurred as a result thereof.

The Contracting Officer reserves the right to contract for changes, including Task Orders for Additional Work, on the basis of a firm-fixed-price, negotiated Task Order when it is in the best interest of the Government.

Change Request Process (for changes to existing task order and additional work items):

1. Condition Found Report - Generated by the Contractor and provided to Contracting Officer's Representative (COR) in accordance with SFLC Standard Specification 0000.

2. Condition Report Reply - Generated by the COR and provide to Contractor.

3. Change Request (CR) - CR is generated by the COR and the COR will assign the CR number.

4. COR provides copy of CR to the Contractor.

5. Contractor's Quote - provided to the Contract Specialist (KS) / Contracting Officer (KO) within 72 hours of receipt of the Change Request. The Contractor shall furnish a price breakdown, itemized as required by the KS/KO. The breakdown shall permit an analysis of all materials, labor, equipment, and subcontractor costs, covering all work involved in the CR whether such work was deleted, added, or changed. Rates in the quote shall be in accordance with the rates specified in the Pricing Schedule. Any amount claimed for subcontracts shall be supported by separate, similar price breakdown. If the quote includes a request for a time extension, justification shall be furnished with the quote.

6. Negotiations - if needed, takes place to establish pricing, etc.

7. Modification to Task Order - The KS/KO will issue a modification to an existing task order to incorporate and implement all changes made by CRs. The Contractor shall furnish a price breakdown, itemized as required by the Contract Specialist/Contracting Officer. The breakdown shall permit an analysis of all materials, labor, equipment and subcontract costs, covering all work involved in the modification for Additional Work Item, whether such work was deleted, added or changed. Rates in the quote shall use the Composite Labor Hour Rate, or other rates specified in the contract for changes. Any amount claimed for subcontracts shall be supported by a separate, similar price breakdown. If the quote includes a request for a time extension, justification shall be furnished with the quote.

*CFRR must be submitted by the COR to the Contractor within 24 hours after responding to the CFR. Contractor must submit quote to the Contracting Officer within 72 hours of receipt of the CR.

8. Negotiations - If needed, the Contract Specialist/Contracting Officer may negotiate to establish pricing subject to Contracting Officer approval.

9. The Contracting Officer shall issue a modification to a pre-existing Task Order to incorporate and implement all changes.

Additional Work

a) Do not perform additional (within-scope, non-prepriced) work without KO authorization. The KO may negotiate FFP for such work. Scope includes ship repair and associated support work and may include items not listed on **Attachment B, Pricing Schedule BERTHOLF (WMSL-750)**.

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. 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).

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, fire watch);

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.

Contract Deficiency Report (CDR)

The KO 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.

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).

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 quoters on other contemplated work, access to the vessel without any further request for indemnification from any party, which has not been previously included in the contract price.

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. 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.

**HSAR 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 10 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)

**Section I:**

Clauses Incorporated by Reference

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|---|---|
| 52.202-1 | Definitions (Jun 2020) |
| 52.203-3 | Gratuities (Apr 1984) |
| 52.203-6 with Alt I | Restrictions on Subcontractor Sales to the Government (Jun 2020) |
| 52.203-12 | Limitations on Payments to Influence Certain Federal Transactions (Jun 2020) |
| 52.203-17 | Contractor Employer Whistleblower Rights (Nov 2023) |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) |
| 52.204-9 | Personal Identity Verification of Contractor Personnel (Jan 2011) |
| 52.204-13 | System for Award Management- Maintenance (Aug 2025) (DEVIATION 25-19) |
| 52.204-15 | Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Aug 2025) (DEVIATION 25-19) |
| 52.204-19 | Incorporation by Reference of Representations and Certifications (Dec 2014) |

| | |
|---|---|
| 52.209-6 | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Nov 2025) (DEVIATION 25-27) |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters (Nov 2025) (DEVIATION 25-27) |
| 52.209-10 | Prohibition on Contracting with Inverted Domestic Corporations (Nov 2025) (DEVIATION 25-27) |
| 52.219-6 | Notice of 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) (DEVIATION 26-03) |
| 52.219-28 | Postaward Small Business Program Representation (Oct 2025) (DEVIATION 26-03) |
| 52.222-3 | Convict Labor (Oct 2025) (DEVIATION 26-10) |
| 52.222-19 | Child Labor – Cooperation with Authorities and Remedies (Oct 2025) (DEVIATION 26-10) |
| 52.222-35 | Equal Opportunity for Veterans (Oct 2025) (DEVIATION 26-10) |
| 52.222-36 | Equal Opportunity for Workers with Disabilities (Oct 2025) (DEVIATION 26-10) |
| 52.222-37 | Employment Reports on Veterans (Oct 2025) (DEVIATION 26-10) |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act (Oct 2025) (DEVIATION 26-10) |
| 52.222-50 | Combating Trafficking in Persons (Oct 2025) (DEVIATION 26-10) |
| 52.223-3 | Hazardous Material Identification and Safety Data Alt I (Oct 2025) (DEVIATION 26-12) |
| 52.223-5 | Pollution and Right-to-Know Information (May 2024) |
| 52.223-11 | Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Oct 2025) (DEVIATION 26-12) |
| 52.223-23 | Sustainable Products and Services (Oct 2025) (DEVIATION 26-12) |
| 52.226-8 | Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) |
| 52.228-5 | Insurance-Work on a Government Installation (Jan 1997) |
| 52.229-3 | Federal, State, and Local Taxes (Feb 2013) |
| 52.232-18 | Availability of Funds (Apr 1984) |
| 52.232-33 | Payment by Electronic Funds Transfer – System for Award Management (Oct 2018) |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) |
| 52.233-1 | Disputes (Aug 2025) (DEVIATION 25-25) |
| 52.233-3 | Protest After Award (Aug 2025) (DEVIATION 25-25) |
| 52.233-4 | Applicable Law for Breach of Contract Claim (Aug 2025) (DEVIATION 25-25) |
| 52.237-2 | Protection of Government Buildings, Equipment, and Vegetation (Apr 1984) |
| 52.242-2 | Production Progress Reports (Apr 1991) |
| 52.242-5 | Payments to Small Business Subcontractors (Jan 2017) |

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|---|---|
| 52.242-13 | Bankruptcy (Jul 1995) |
| 52.244-6 | Subcontracts for Commercial Products and Commercial Services (Sep 2025) (DEVIATION 25-34) |
| 52.245-1 | Government Property (Sep 2021) |
| 52.245-9 | Use and Charges (Apr 2012) |

Homeland Security Acquisition Regulation (HSAR) Clauses Incorporated by Reference

| | |
|---|---|
| 3052.211-70 | Index for Specifications (Dec 2003) |
| 3052.217-90 | Delivery and Shifting of Vessel (Dec 2003) |
| 3052.222-70 | Strikes or Picketing Affecting Timely Completion of the Contract Work (Dec 2003) |
| 3052.222-71 | Strikes or Picketing Affecting Access to a DHS Facility (Dec 2003) |
| 3052.222-90 | Local Hire (USCG) (Jun 2006) |
| 3052.223-90 | Accident and Fire Reporting (USCG) (Dec 2003) |

Clauses Incorporated by Full Text

**52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services (Aug 2025) (DEVIATION 25-21)**

(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.

(f) *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

(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.

(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) If a 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 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.

(j) *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 shall 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.

(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:

(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)(1) 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.

(End of Clause)

**52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services (Aug 2025) (DEVIATION 25-21) (Addendum)**

(v) 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 amount 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).

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

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

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

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

(f) Failure to follow any of these instructions shall result in invoice rejection.

(g) Invoice Submittal Procedures.

i) The Contractor shall submit an invoice via email to the Contracting Officer's Specialist in both excel® and pdf® formats and include supporting documentation.

ii) After the Contractor receives the COR signed pdf® invoice via email then the Contractor shall submit the invoice electronically using IPP.

(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 05 January 2027 – 02 April 2027.

(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 $3,600.00*,* 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 $2,500,000.00;

(2) Any order for a combination of items in excess of $2,500,000.00; 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 7 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)

**52.216-21 Requirements (OCT 2025) (DEVIATION 26-04) (effective November 3, 2025)**

(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 16 November 2026.

(End of Clause)

**52.223-3 Hazardous Material Identification and Safety Data Alt I (Oct 2025) (DEVIATION 26-12) (Addendum)**

(j) Volatile Organic Compounds (VOC) Regulations
(a) Contractors are required to comply with federal, state and local VOC compliance laws and regulations. Among other requirements, certain Contractors may also be required to operate pursuant to a Title V permit. The need for such a permit will depend on the provisions of the applicable state's "State Implementation Plan" (SIP) and the type/quantity of the Contractor's regulated emissions, including VOCs. Certain SIPs may also mandate certain Contractors to operate under the terms of a compliance plan intended to reduce VOC emissions.

(b) Contractors, therefore, must submit the following to the designated Contracting Officer's Representative not later than two weeks after contract award:
(1) Copies of any federal, state or local permits required and applicable to the use or application of VOCs at Contractor's facility or offsite workplaces.
(2) Copies of any compliance plans required and applicable to the use or application of VOCs at Contractor's facility or offsite workplaces.

(c) If no federal, state or local permits or compliance plans are required and applicable to the use or application of VOCs at Contractor's facility or offsite workplaces, then Contractor shall submit to the designated Contracting Officer's Representative a letter, notarized under oath, that such documents are not required.

(d) Contractors will submit the following to the designated Contracting Officer's Representative not later than two weeks after contract award: Data Sheets (MSDS) documents, certificates, specifications or any other manufacturing data verifying the VOC ratings of paints to be applied to the Cutter in accordance with SFLC Standard Specification 0000.

(k) Hazardous Waste
Contractors performing dry dock and dockside ship repair work at Government facilities are required to comply with FAR 52.223-3, Hazardous Material Identification and Material Safety Data (FEB 2021) Alt I, the U.S. Coast Guard shipboard hazardous waste policy, as prescribed in COMDINST M16478.1B, and SFLC Standard Specification 0000. Disposal of all hazardous wastes shall be performed by the Contractor and the Contractor shall meet all federal and state requirements. The Contractor is also required to submit an acceptable hazardous waste management plan to the Contracting Officer's Representative at the Arrival Conference. The plan will be reviewed by the facility hazardous waste manager. An acceptable plan must address, at a minimum, the following requirements:

(a) EPA and local authority hazardous waste generator ID numbers or registration of the Contractors, his transporters, and disposal facilities (TSDFs).
(b) An inventory of all hazardous chemicals, compounds and other agents brought aboard the facility accompanied by their respective Material Safety Data Sheets.
(c) A list of all anticipated hazardous wastes to be generated and a federal/state/local regulation cross reference list for those wastes.
(d) Waste collection and containment procedures.
(e) A hazardous material spill and cleanup plan including tools and materials that will be on hand and readily available to facility containment and cleanup.

(f) Training certification for the Contractor's hazardous waste manager. The Contractor shall note the local environmental regulations in the place of performance. As with all environmental regulations, it is the Contractor's responsibility to research, prepare for, and comply with, the local and state regulations.

The Contractor shall notify the Contracting Officer's Representative (COR) 24 hours prior to any waste removals and ensure that waste removals are conducted during normal business hours (0800-1600) on Monday through Friday (excluding holidays).

(End of Clause)

**52.228-5 Insurance-Work on a Government Installation (Jan 1997) (Addendum)**

(d) Insurance – Work on a Government Installation
a. 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:

| TYPES OF INSURANCE | AMOUNT |
|---|---|
| 1. Workmen's Compensation and 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 | Personal Injury Liability:<br>$1 Million per person<br>$1 Million per occurrence<br><br>Property Damage (may be included in general aggregate limits or combined single unit coverage)<br>$1 Million per occurrence |
| 3. Automobile Liability | Personal Injury Liability:<br>$1 Million per person<br>$1 Million per occurrence<br><br>Property Damage (may be included in general aggregate limits or combined single unit coverage)<br>$1 Million per occurrence |

4) a. 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.

b. 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.

c. 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.

d. 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' proof of required insurance, and shall make copies available to the Contracting Officer upon request.

e. “Government Installation” for this clause indicates Government Vessels.

(End of clause)

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

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

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

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

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

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

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

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

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

*Covered telecommunications equipment or services* means—

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

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

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

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

*Critical technology means*—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Of that equipment; or

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

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

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

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

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

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

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

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

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

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

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

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

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Kaspersky Lab-covered article* means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

*Kaspersky Lab-covered entity* means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";
(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
(4) Any entity of which Kaspersky Lab has a majority ownership.

*National security system*, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Sensitive compartmented information* means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

*Sensitive compartmented information system* means a national security system authorized to process or store sensitive compartmented information.

*Source* means a non-Federal supplier, or potential supplier, of products or services, at any tier.

*Subsidiary* means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

*Unmanned aircraft means* an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

*Unmanned aircraft system* means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

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

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

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

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

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

(1) *Prohibition*. The Contractor is prohibited from—

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

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

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

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

(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

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

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

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B)

of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

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

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

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

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

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

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

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

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

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

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

(4) *Iran prohibitions*.

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

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

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

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

(e) *Governmentwide exclusion and removal orders*.

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

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

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

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

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

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

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

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

(h) *General report*.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

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

(i) *New FASCSA orders report*.

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

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to

identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

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

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

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

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

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

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

(End of Clause)

**52.245-1 Government Property (Sep 2021) (Addendum)**

(n) Maintaining, Reporting, and Disposing of Government Property

a. The Government Property clause governs overall responsibility. Contractor shall identify, track, and control: (i) GFP listed in the specification; and (ii) pre-existing property to be replaced/renewed.

b. Contractor shall sign for GFP using DD 1149 or DD 1348 and send a copy to the Government Property Administrator within 48 hours. Do not accept unidentified/unauthorized property.

c. Complete and maintain Attachment (6), Government Property Report as a living document; final, signed report is required with the final invoice. Final payment may be delayed (without interest) until received. Provide a copy of all final DD 1149/1348s to the Property Administrator.

d. The Property Administrator is delegated disposition authority; comply with all return/disposition instructions

(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):

*www.acquisition.gov*

(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 (48 CFR Chapter 30) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

**3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items (JUL 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.

_X__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.

__X__3052.205-70 Advertisement, Publicizing Awards, and Releases.

____Alternate I

____3052.209-72 Organizational Conflicts of Interest.

____3052.209-73 Limitation on Future Contracting.

____3052.215-70 Key Personnel or Facilities.

____3052.216-71 Determination of Award Fee.

____3052.216-72 Performance Evaluation Plan.

____3052.216-73 Distribution of Award Fee.

__X__3052.217-91 Performance. (USCG)

__X__3052.217-92 Inspection and Manner of Doing Work. (USCG)

__X__3052.217.93 Subcontracts. (USCG)

____3052.217.94 Lay Days. (USCG)

__X__3052.217-95 Liability and Insurance. (USCG)

__X__3052.217-96 Title. (USCG)

__X__3052.217.97 Discharge of Liens. (USCG)

__X__3052.217-98 Delays. (USCG)

__X__3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair. (USCG)

__X__3052.217-100 Guarantee. (USCG)

____3052.219-71 DHS Mentor Protégé Program.

__X__3052.228-70 Insurance.

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

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

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

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

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

__X__3052.242-72 Contracting Officer's Representative.

__X__HSAR 3052.249-90 Contract Termination (USCG).

(End of clause)

**3052.242-72 Contracting Officer's Representative (Dec 2003) (Addendum)**

(c) Contracting Officer's Representative (COR/Port Engineer)

LT Jacob McKean – Jacob.L.Mckean@uscg.mil - (347) 605-6648

(End of clause)

(End of Section I)

**Section K:**

**Provisions Incorporated by Reference**

| | |
|---|---|
| 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024) |
| 52.203-18 | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017) |
| 52.209-2 | Prohibition on Contracting with Inverted Domestic Corporations- Representation (Nov 2025) (DEVIATION 25-27) |

**Provisions Incorporated by Full Text**

**52.209-5 Certification Regarding Responsibility Matters (Nov 2025) (DEVIATION 25-27)**

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

(i) The Quoter 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 Quoter checks "have", the quoter shall also see 52.209-7, if included in this solicitation);

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

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

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

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

(ii) The Quoter 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 Quoter shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Quoter 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 Quoter's responsibility. Failure of the Quoter to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Quoter nonresponsible.

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Quoter 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 quoter □ has □ does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the quoter checked "has" in paragraph (b) of this provision, the quoter represents, by submission of this quote, 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 quote with regard to the following information:

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

(d) The quoter 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 quoter represents that–

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

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

(End of provision)

**52.209-12 Certification Regarding Tax Matters (OCT 2025)**

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

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

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

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

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

(End of provision)

**52.219-1 Small Business Program Representations (OCT 2025) (DEVIATION 26-03) (effective November 3, 2025)**

(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.

*HUBZone small business concern* means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

*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* 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 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

(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 paragraph (1) of this definition.

*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 336611.
(2) The small business size standard is 1,300 employees.

(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 quoter 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 quoter 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 quoter shall enter the name and unique entity identifier of each party to the joint venture: __.]

(2) [Complete only if the quoter represented itself as a small business concern in

paragraph (c)(1) of this provision.] The quoter represents as part of its quote that it □ is, □ is not a women-owned small business concern.

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

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The quoter 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 quoter shall enter the name and unique entity identifier of each party to the joint venture: __.]

(5) SDVOSB joint venture eligible under the SDVOSB Program. [Complete only if the quoter is certified as a SDVOSB concern]. The quoter represents as part of its quote 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 quoter shall enter the name and unique entity identifier of each party to the joint venture:__.]

(6) HUBZone joint venture eligible under the HUBZone Program. [Complete only if the quoter is a HUBZone small business concern.] The quoter represents, as part of its quote, that it □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [ The quoter 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 must be certified as a HUBZone concern.

(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, will be—

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

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

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

(End of Provision)

**52.240-90 Security Prohibitions and Exclusions Representations and Certifications (AUG 2025) (DEVIATION 25-23)**

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

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

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

*Marginalized populations of Sudan* means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

*Sensitive technology*—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

(b) *Procedures*.

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

(ii) The Quoter 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 Quoter represents that, after conducting a reasonable inquiry (that looks at any information in the Quoter'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 quote, the quoter represents that it has conducted a reasonable inquiry, and that the quoter 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 quoter's possession but does not need to include an internal or third-party audit.

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

(f) *Iran Representation and Certifications*.

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

(i) Represents, to the best of its knowledge and belief, that the quoter 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 quoter, 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 quoter, 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 quoter, and any person owned or controlled by the quoter, 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/resourcecenter/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 quoter has certified that all the quoted products to be supplied are designated country end products or designated country construction material.

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

(g) *Disclosure*.

(1) If the Quoter is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Quoter 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 quoter 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 quoter shall submit the disclosure as follows:

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

(ii) For all other contracting offices, the Quoter 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 Quoter later discovers new information that is required by paragraph (1), then the Quoter 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 Quoter that does not require a waiver.

(End of Provision)

**DHS Notice to Quoters**

It is DHS policy that pricing for competitive negotiations should be based on adequate price competition. However, in the event only one responsible quote is obtained as a result of this solicitation, that quoter may be required to submit Data Other Than Certified Cost or Pricing Data to support price negotiations.

(End of provision)

**REQUEST FOR TECHNICAL PACKAGE**

The last day to request the technical package regarding this solicitation is **1200 Eastern Standard Time (EST) 06 August 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 **70Z08526QLREP0023**. Some references listed in **Attachment A_ BERTHOLF DS FQ2 FY27 - Specification Rev-0** under **"Consolidated List of References - Page iv"** of this attachment are subject to Export Control limitations or have otherwise restricted distribution and have been deemed "limited access" and "export controlled" packages. To access these documents, quoter 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 Quoters 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 (JCP) certificate and fully completed **ATTACHMENT F - Non-Disclosure Agreement**, must be submitted to William Zittle @ William.R.Zittle@uscg.mil Contract Specialist, no later than **1200 Eastern Standard Time (EST) 06 August 2026.** Please courtesy copy the Contracting Officer Mark Cap (Mark.Cap@uscg.mil) on the email request.

(End of provision)

**SITE VISIT**

**Ship Check Instructions**

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

Primary:
LT Jacob McKean (347) 605-6648, Jacob.L.Mckean@uscg.mil.

Alternate:
SCPO Kurt Gunckel, (571) 607-6606, Kurt.f.gunckel@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 WAESCHE
Alameda, CA
31JUL26 – 017AUG26

Cutter availability is subject to change without notice. Contact the Port Engineer to confirm cutter availability and to schedule a ship check. If after a ship visit, you find the need for a photo of the Work Item condition on the BERTHOLF, please reach out to the Port Engineer for further direction.

(End of provision)

**QUESTIONS**

Questions related to the solicitation must be emailed to William Zittle at (William.R.Zittle@uscg.mil), with a courtesy copy to Contracting Officer, Mark Cap (Mark.Cap@uscg.mil), no later than **1200 Eastern Standard Time (EST) 14 August 2026**. After this date further requests may not be accepted due to time constraints. All questions shall

be submitted via email using the Request for Clarification Form, **Attachment C - Request for Clarification USCGC BERTHOLF (WMSL-750)**.

(End of provision)

(End of Section K)

**Section L:**

**Provisions Incorporated by Reference**

| | |
|---|---|
| 52.212-1 | Instructions to Offerors- Commercial Products and Commercial Services (Aug 2025) (DEVIATION 25-21) |
| 52.204-7 | System for Award Management- Registration (Aug 2025) (DEVIATION 25-19) |
| 52.233-2 | Service of Protest (Aug 2025) (DEVIATION 25-25) |
| 52.237-1 | Site Visit (Apr 1984) |

**Provisions Incorporated by Full Text**

**52.216-1 Type of Contract (OCT 2025) (DEVIATION 26-04)**

The Government contemplates award of a Requirements contract with Firm Fixed Price Task Orders resulting from this solicitation.

(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 quoter is cautioned that the listed provisions may include blocks that must be completed by the quoter and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the quoter may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.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 Homeland Security Acquisition Regulation (48 CFR Chapter *30*) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

**52.212-1 Instructions to Offerors- Commercial Products and Commercial Services (Aug 2025) (DEVIATION 25-21) (Addendum)**

**QUOTE PREPARATION INSTRUCTIONS**

Submit quotes via email to Contracting Officer at Mark.Cap@uscg.mil and Contract Specialist at William.R.Zittle@uscg.mil.

Quote Validity: Period for acceptance of quotes 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. Quotes 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 the government intends to evaluate quotes and make award without discussions, therefore, initial quotes should represent the 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 BERFTHOLF DS FQ2 FY27, RFQ 70Z08526QLREP0023, 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. Quotes 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. An 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.

**I. 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 the requirements in **Attachment A_ BERTHOLF DS FQ2 FY27 - Specification Rev-0.**

B. Price.

a. The Quoter shall completely fill-out **Attachment B_ BERTHOLF DS FQ2 FY27 - Price Schedule**, in Microsoft Excel™ (.xlsx). Insert proposed unit and extended prices into the Pricing Schedule for each work item listed. **All prices shall not be rounded up or down**. 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.

C. 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.

The Quoter shall provide a planning document for the BERTHOLF DS FQ2 FY27 in graphical format (e.g., Gantt Chart, etc.). Each planning document must be legible and have the following characteristics:

a. Shows overall period of performance for each work item provided in **Attachment A_ BERTHOLF DS FQ2 FY27 - Specification Rev-0** with start and stop dates for each work item and all major sub-tasks for 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.

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 Quoter 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.

f. The Offeror’s terms and conditions of their best commercial warranty that they offer to customers for services and products delivered and will be incorporated into this contract.

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

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.

D. Past Performance Information.

a. The Quoter 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 A_ BERTHOLF DS FQ2 FY27 - Specification Rev-0** and recent (completed within the last (3) three years) federal, state, or local government, or private contracts performed by the Quoter as the prime contractor. Each contract shall be identified using **Attachment D- Past Performance Questionnaire (PPQ) USCGC BERTHOLF (WMSL-750)**. 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 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. If a subcontractor will perform work that is estimated to account for **25% or more** of the total evaluated price, the above past performance 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 Quoter shall submit sufficient information to permit a meaningful assessment of the proposed team or subcontractor's past performance while working in such arrangements.

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.

**PLEASE NOTE:** Quotes that do not include all required documentation may not be considered for award.

(End of Provision)

(End of Section L)

**Section M:**

**52.212-2 Evaluation- Commercial Products and Commercial Services (Aug 2025) (DEVIATION 25-21)**

**I. GENERAL INFORMATION**

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

1. Price
2. Technical Capability
3. Past Performance

B. Technical Capability is **more important** than Past Performance. **When combined**, Technical Capability and Past Performance are **SIGNIFICANTLY MORE important than** Price. The Government will use best value trade-off 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.

C. It is anticipated that a written notice of award or acceptance of a quote 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.

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

**II. 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 B Pricing Schedule STONE (WMSL-758)**. 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 and 15 procedures as determined by the Contracting Officer.

B. Options. The Government will evaluate quotes for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that a quote is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

**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 or lacking sufficient detail to determine if the Quoter identified performance risks and schedule constraints based on the scope of work. The Quoter'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.

B. The assessment process will result in an assessment of Technical Capability being Satisfactory with grading being higher or lower based on strengths and weaknesses per the table below:

| Technical Capability Subfactor | More Favorable Consideration | Less Favorable Consideration (Weaknesses) |
|---|---|---|

| | (Strengths) | |
|---|---|---|
| Period of performance for work items and major subtasks | All work items and associated major subtasks are included and clearly labeled in an easy-to-read format. Start and finish dates for tasks and subtasks are logically sequenced with realistic durations given the scope of work. | All work items NOT included or broken down into major subtasks. Unable or difficult to determine start or finish dates for work items with multiple configuration items or work components. Duration of tasks clearly not realistic given scope of work. |
| Due dates for major subtasks for CIRs; CIR submission shown | All major subtasks to support CIR requirements logically scheduled to be complete on or before CIR due date. CIR requirement clearly labeled. Any CIR submission scheduled after CIR date justified in narrative with remedial actions to avoid schedule slip. | Major subtasks to support CIR requirements out of sequence or scheduled after CIR due date. CIR requirement NOT shown or labeled. CIR submission scheduled after CIR date without explanation. Remedial actions to avoid schedule slip NOT addressed. |
| Dates for Coast Guard (CG) Inspector presence | All work items and major subtasks requiring CG Inspector presence clearly labeled. CG Inspector presence for incidental and supporting task, and for the Quoter's QA and QC approach is addressed in narrative. | CG Inspector presence NOT scheduled or labeled for applicable work items or major subtasks. CG Inspector presence NOT addressed in narrative. |
| Dates for Technical Representative (Tech Rep) | All work items and major subtasks requiring Tech Reps, including Certified Coating Inspector, identified. Dates for Tech Rep services provided and labeled. Agreements or purchase orders for Tech Rep support | All work items and major subtasks requiring Tech Reps, including Certified Coating Inspector, NOT identified. Dates for Tech Rep services not provided or inconsistent with task scheduling. Explanation for lack of Tech Rep scheduling and remedial actions for Tech Rep availability NOT provided in narrative. |

| | | |
|---|---|---|
| | during scheduled dates provided. | |
| Work items and dates for Subcontractors | All work items and major subtasks allocated to subcontractors identified. Dates for subcontracted tasks and services provided and labeled. Agreements or purchase orders for subcontractor support during scheduled dates provided. | Subcontractors NOT identified for applicable work items and major subtasks. Dates for subcontracted work, including tasks or services to be performed NOT provided or inconsistent with task scheduling. Explanation for lack of subcontractor scheduling and remedial actions for subcontractor availability NOT included in narrative. |
| Float and float calculations | Tasks with float clearly identified with calculated total float for the work item provided. | Does not identify float in any tasks. Does not provide calculated float available before delaying task completion or impacting the start or finish of a dependent task. |
| Work item relationships and dependencies | Visually shows start/finish or finish/start relationships and dependencies for all tasks with work constraints or require coordination of work activities | Task relationships and dependencies are NOT shown. Unable or difficult to determine work constraints or required coordination of work activities between tasks to determine impact of any schedule slip |
| Failure to include all or part of any subfactor or provide an acceptable explanation for the omission in the narrative may be deemed deficient and may result in a technical capability rating of Marginal or Unsatisfactory. Strengths and weaknesses will be evaluated and rated on a scale ranging from Excellent to Unsatisfactory. | | |

**PAST PERFORMANCE**

A. The Government will assess the quoter's probability of meeting the solicitation requirements based on the quoter's demonstrated performance record. Relevant and timely past performance information will be evaluated to determine whether the quoter performed on the quoter'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 quoter, 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: Quoter's ability to comply with contract requirements, apply effective quality assurance and controls, adequacy of materials and submittals, and correction of deficiencies.

2. Schedule: Quoter'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: Quoter'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 solutions to improve performance. Applied industry best practices to achieve the 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. Easily adjusted work plans to overcome challenges and maintain schedule. Subcontractors scheduling integrated and managed to ensure efficient | Insufficient planning or lack of understanding of scope. Planning 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 |

| | | |
|---|---|---|
| | 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. | 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 bypass 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 provide timely response to questions or concerns. |

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

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

E. The Government's evaluation of the Offeror's past performance will result in a 0verall performance risk assessment based on confidence ratings per the following definitions. The confidence rating will be converted into a rating scale ranging from Very good to Unsatisfactory

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

(End of Section M)