

USCGC BARRACUDA (WPB-87301)
DRY-DOCK REPAIRS
70Z080-19-Q-P4516400

NOTICE FOR FILING AGENCY PROTESTS
United States Coast Guard Ombudsman Program

It is the policy of the United States Coast Guard (USCG) to issue solicitations and make contract awards in a fair and timely manner. The Ombudsman Program for Agency Protests (OPAP) was established to investigate agency protest issues and resolve them without expensive and time-consuming litigation. OPAP is an independent reviewing authority that is empowered to grant a prevailing protester essentially the same relief as the Government Accountability Office (GAO).

Interested parties are encouraged to seek resolution of their concerns within the USCG as an Alternative Dispute Resolution (ADR) forum rather than filing a protest with the GAO or some external forum. Interested parties may seek resolution of their concerns informally or opt to file a formal agency protest with the Contracting Officer or Ombudsman.

Informal Forum with the Ombudsman. Interested parties who believe a specific USCG procurement is unfair or otherwise defective should first direct their concerns to the applicable Contracting Officer. If the Contracting Officer is unable to satisfy their concerns, interested parties are encouraged to contact the U.S. Coast Guard Ombudsman for Agency Protests. Under this informal process the agency is not required to suspend contract award performance. Use of an informal forum does not suspend any time requirement for filing a protest with the agency or other forum. In order to ensure a timely response, interested parties should provide the following information to the Ombudsman: solicitation/contract number, contracting office, Contracting Officer, and solicitation closing date (if applicable).

Formal Agency Protest with the Ombudsman. Prior to submitting a formal agency protest, protesters must first use their best efforts to resolve their concerns with the Contracting Officer through open and frank discussions. If the protester's concerns are unresolved, an Independent Review is available by the Ombudsman. The protester may file a formal agency protest to either the Contracting Officer or as an alternative to that, the Ombudsman under the OPAP program. Contract award or performance will be suspended during the protest period unless contract award or performance is justified, in writing, for urgent and compelling reasons or is determined in writing to be in the best interest of the Government. The agency's goal is to resolve protests in less than 35 calendar days from the date of filing. Protests shall include the information set forth in [FAR 33.103\(d\) \(2\)](#). If the protester fails to submit the required information, resolution of the protest may be delayed or the protest may be dismissed. To be timely protests must be filed within the period specified in [FAR 33.103\(e\)](#). Formal protests filed under the OPAP program should be submitted electronically to OPAP@uscg.mil and the Contracting Officer or by hand delivery to the Contracting Officer.

Election of Forum. After an interested party protests a Coast Guard procurement to the Contracting Officer or the Ombudsman, and while the protest is pending, the protester agrees not to file a protest with the GAO or other external forum. If the protest is filed with an external forum, the agency protest will be dismissed.

The Ombudsman Hotline telephone number is 202.372.3695.

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This is a combined synopsis/solicitation for commercial items prepared in accordance with Federal Acquisition Regulation (FAR) subpart 12.6 and subpart 13.5 as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotations are being requested and a written solicitation will not be issued. Solicitation number 70Z080-19-Q-P4516400 is issued as a Request for Quotations (RFQ). This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2005-101 effective October 26, 2018.

The applicable North American Industry Classification Standard Code is 336611. The small business size standard is 1,250 employees. This solicitation is issued as a 100% Total Small Business Set-Aside. All responsible small business sources may submit a quotation, which shall be considered by the agency.

It is anticipated that one (1) firm fixed price contract will be awarded as a result of this synopsis/solicitation. The period of performance for this contract is 60 days from 08 May 2019 through 07 July 2019. Contractors that have the qualifications are invited to submit quotations in accordance with the requirements stipulated in this solicitation.

The following documents are attached:

Attachment 1: Schedule of Services

Attachment 2: Statement of Work – Specification

GEOGRAPHICAL RESTRICTION: USCGC BARRACUDA (WPB-87301) is restricted to United States West Coast, Columbia River and South.

The contractor shall provide a facility accessible from a navigable waterway at which a ship of the characteristics described in the attached specification can, using its own propulsion, safely arrive, lie afloat and depart at all states of the tide at any time of day or night. The facility and its approaches shall have a minimum water depth of 12 feet and a minimum height clearance of 55 feet.

PLACE OF PERFORMANCE: The place of performance will be at the contractor's proposed certified dry-dock facility capable of docking the vessel that is located within the Geographical Restricted area listed above.

QUESTIONS: Questions regarding this solicitation shall be submitted by **31 December 2018**. After this date, further requests may not be accepted due to time constraints. For questions regarding this solicitation, please contact the Contract Specialist, Marc Massey, at Marc.A.Massey@uscg.mil, or the Contracting Officer, Tracey Strawbridge, at Tracey.Strawbridge@uscg.mil. All requests should identify the solicitation number 70Z080-19-Q-P4516400.

REQUEST FOR DRAWINGS: The last day to request drawings regarding this solicitation is **21 December 2018**. After this date, further requests may not be accepted due to time constraints. To request drawings, contact the Contract Specialist, Marc Massey, at Marc.A.Massey@uscg.mil. All requests should identify the solicitation number 70Z080-19-Q-P4516400.

Closing date and time for receipt of quotes is 7 January 2019 at 5:00 PM Eastern Time. E-

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mail quotations are preferred and may be sent to Marc.A.Massey@uscg.mil. Please indicate **70Z080-19-Q-P4516400** in the subject line. Quotations may also be mailed to the following address:

US Coast Guard SLFC/CPD1/PBPL

Attn: Marc Massey

300 East Main Street, Suite 600

Norfolk, VA 23510-9102

Statement of Requirement

The proposed contract to be awarded by the United States Coast Guard (USCG) shall be for DRY-DOCK repairs to the USCGC BARRACUDA (WPB-87301) as specified in the Specification. The contractor shall provide all labor, materials, equipment, etc. necessary to meet the requirements of the specification.

The following clauses and provisions are included:

52.212-1 Instructions to Offerors - Commercial Items

Oct 2018

52.212-1(f) (1) Late submissions, modifications, revisions, and withdrawals of offers are tailored as follows:

Quotes shall be submitted no later than **5:00 PM local time for Norfolk, VA on 7 January 2019.**

After that time, the Government will begin evaluating quotes, making an award decision, and issuing a purchase order. Quotes submitted after that time may not be considered.

Cost or Pricing Data

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

Evaluation Criteria

The provision at Federal Acquisition Regulation (FAR) 52.212-2 Evaluation of Commercial Items is not applicable to this solicitation. In lieu of this provision, quotes will be evaluated in accordance with FAR 13.106-2 based on the criteria listed below. The Government will award a contract resulting from this solicitation to the responsible contractor whose quote is the most advantageous best value to the Government, price and non-price factors considered. The following factors shall be used to evaluate quotes:

Technical Capabilities:

Technical Acceptability will be evaluated to determine an overall rating. This will be determined by evaluating the ability of the contractor to provide a sound, compliant approach that meets all requirements listed in the Specification and demonstrates a thorough knowledge and understanding of the requirements. It is the contractor's responsibility to ensure that their quote clearly demonstrates their ability to perform these requirements. All contractors must provide the following minimum information and documentation with their quotes to be considered technically acceptable:

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Technical Approach:

- 1. Strategy for Meeting Technical/Schedule Requirements** - Submit a brief overview planning document using any means (computer generated, hand written, etc) that outlines the strategy for ensuring that this requirement is completed on or before the contract completion date. The planning document shall include at least:
 - a. Proposed schedule, resources, completion dates, float, and major milestones for the various tasks required to complete this contract **and**
 - b. Identify a list of items that may pose the most contract schedule risk and approach to mitigate or eliminate each risk.
- 2. Welding Certifications/Procedures:** Submit welding documentation (e.g. WPSs, welder certs, etc.) in accordance with SFLC Standard Specification 0740, specific to your internal or subcontracted staff for the weld joints that will be installed.
- 3. Coatings Certification Requirements:** Submit a description of how you intend to meet SFLC Standard Specification 0000 coatings QC/QA requirements for this contract. This plan must include the names of any subcontractors and resumes for any proposed QP1 certified painters and/or independent NACE CIP Level 3 inspectors.
- 4. Dry Dock Certifications and Pre-Award Calculations:** Submit all documents specified under “3.5.1 Pre-award events” in SFLC Standard Specification 8634 (e.g. dry dock facility certifications, pre-award calculations, etc.).
- 5. MTU Engine Maintenance Qualification Requirements:** Submit the name and resume of the technical representative performing maintenance. The technical representative shall have experience with MTU marine engines documented on their resume.

Past Performance:

The Government may utilize any references provided by the Contractor, along with information available from past contracts/orders with the USCG and any information found using sources such as Federal Government sources, Past Performance Information Retrieval System (PPIRS)/Contractor Performance Assessment Reporting System (CPARS) to determine if the Contractor has satisfactory or neutral Past Performance. The Government reserves the right to limit or expand the number of references it decides to contact and to contact references other than those provided by the contractor. The contractor should provide at least two relevant past performance evaluations within the last two (2) years. Past performance less than satisfactory may not be considered for award.

Price:

The contractor shall provide pricing as requested in Attachment 1, Schedule of Services **70Z080-19-Q-P4516400**. Contractor’s price shall represent the best price in response to the request for quote. The price shall be evaluated to determine fairness and reasonableness. *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s). In addition, Foreseeable Costs to the Coast Guard. Contractors must fill in

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the second tab of the Schedule of Services titled “Foreseeables” to determine their Total Evaluated Price and submit with their quote. The Schedule of Services and Total Evaluated Price will be reviewed for accuracy.

Evaluation Method

The Government will evaluate proposals using a trade-off analysis to determine the best overall value. The relative importance of technical and past performance combined, are significantly more important than cost or price. The evaluation factors above are the mandatory minimum requirement for eligibility for evaluation. Failure to comply with the requirement may lead to outright rejection of the quote.

Other Evaluation Factors

Prior to being considered for contract award, a pre-award survey will be required for any contractor identified for serious consideration for award and who does not have a current (past six months), positive history of successful completion of projects similar in size and scope (or larger). The survey is used as an indication if a contractor has the qualifications to do the work and that the contractor’s facilities are certified under US Coast Guard specifications.

In addition, the Contracting Officer will evaluate certain foreseeable costs to the Coast Guard. Those costs will vary based on the location of the contractor’s shipyard and are added to the contractor’s overall bid price or price proposal for the purposes of evaluation only. These elements of foreseeable costs consist of the following:

LOCATION OF CONTRACTOR’S SHIPYARD

In order for the Contracting Officer to evaluate certain foreseeable costs to the Coast Guard, the contractor is required to provide, in the space below, the exact name and location of the shipyard to be used to perform the services required under this solicitation. The contractor is cautioned that its failure to provide the name and location of its shipyard in the space provided below may result in its quote being declared nonresponsive under the terms of a Request for Quote.

Name and Location of the Contractor’s Shipyard: _____

FORESEEABLE COST FACTORS PERTAINING TO DIFFERENT SHIPYARD LOCATIONS

In addition to other evaluation factors for award that may be listed in this solicitation, the Contracting Officer will evaluate certain foreseeable costs to the Coast Guard. Those costs will vary based on the location of the contractor’s shipyard and are added to the contractor’s overall quote for the purposes of evaluation only. These elements of foreseeable costs consist of the following:

(1) *Transit Cost:*

- i. Vessel operational cost will be calculated based on one round trip from the vessel's homeport of Eureka, CA to the contractor's facility. Distance will be based on the NOAA publication, “Distance Between U.S. Ports” or other authority (in order of priority), including Army Corp of Engineers or U.S. Navy transit publications, if the

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shipyard location is not contained in the NOAA publication.

- ii. Transit cost to navigate the vessel between its homeport and the contractor's offered place of performance is \$27.41 per nautical mile. The number of nautical miles to transit between the contractor's shipyard and the vessel's homeport will be multiplied by the operational cost.

(2) Family Separation Allowance & Homeport Travel: Crew members with dependents residing within the area of the homeport are entitled to Family Separation Allowance and Homeport Travel Allowance whenever a vessel is overhauled outside of the area of the homeport. The area of the homeport is defined as the area within 50 road miles of the homeport. If the contractor's facility is outside of a 50-road mile radius of the vessel's homeport—

- i. Family Separation Allowance for ten (10) personnel in accordance with Family Separation Allowance listed under DFAS.mil; Pay & Allowance; Family Separation Allowance for ten (10) crew members entitled to Family Separation Allowance. This entitlement is calculated from the date that the vessel leaves the home port to transit to the contractor's shipyard and the planned date of return to home port after completion of repairs or equipment installation.
- ii. Homeport Travel. Crew's transportation during overhaul away from home port. As required by 37 USC 406 b and Chapter 7, Part F1 of the Joint Federal Travel Regulations (JFTR), on the thirty-first (31) day of a vessel being away from home port, and every sixty (60) days thereafter, all personnel with dependents residing in the area of the home port will be provided round trip coach type airfare to the vessels home port. There will be one (1) homeport visit(s) during the performance of this contract. The vessel has ten (10) crew members eligible for Homeport Travel. Airfares will be based on the GSA City Pairs contracted Government YCA Fare (or successor GSA fare source) in effect at the time of receipt of quotes. If there is no GSA contracted rate between the location of the contractor's shipyard and the homeport the rate will be computed based on commercially available airfares.

(3) Travel and Per Diem Cost: If the contractor's facility is outside of a 50-road mile radius of the vessel's homeport—

- i. COR Homeport Travel: There will be a transportation cost for **one (1)** Contracting Officer's Representative (COR) for **one (1)** round trip(s) between the contractor's offered place of performance and the COR's official duty station at the cost of coach-type airfare.
- ii. There will be a per diem expense for **62 calendar days** to support one (1) COR while in the city of the place of contract performance, to be determined in accordance with the Joint Federal Travel Regulations (JFTR). The cost of car rental for the estimated performance period will also be included.
- iii. There will be a transportation cost for one (1) Contracting Officer for one (1) round trip(s) between the Contracting Officer's official duty station and the contractor's offered place of performance at the cost of coach-type airfare, plus per diem expenses and a rental car.

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52.212-3 Offeror Representations and Certifications-Commercial Items Oct 2018
Alternate I of 52.212-3. Oct 2014

A contractor shall complete only paragraphs (b) of this provision if the contractor has completed the annual representations and certificates electronically via <http://www.acquisition.gov> . If a contractor has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the contractor shall complete paragraphs (c) through (t) of this provision.

(End of Provision)

52.212-4 Contract Terms and Conditions – Commercial Items Oct 2018
Addendum

The paragraphs below are supplemented or added as follows:

(a) Material Inspection and Receiving Report (DD-250)

Upon 25% completion of the overall contract requirement and then in weekly increments thereafter, the Contractor shall prepare and furnish to the COR/Alternate COR a DD Form 250, Material Inspection and Receiving Report (MIRR) or an equivalent report approved by the Contracting Officer unless otherwise specified. One (1) copy of each DD Form 250 or approved equivalent shall be submitted with the invoice.

(g) Invoicing Instructions

(1) Invoices shall not be submitted until the Material Inspection and Receiving Report (DD-250) or equivalent has been approved by the COR. The earlier the Material Inspection and Receiving Report (DD-250) or equivalent is received and approved by the COR, the earlier the invoice may be submitted. The Contractor's invoice and the completed Material Inspection and Receiving Report (DD-250) or alternative equivalent shall be submitted electronically IAW FAR 52.212-4 (g)(1) and shall also include:

- Vessel Name
- Name of the Contract Specialist, Contracting Officer, and COR
- Contractor DUNS Number
- Name, title, phone number and mailing address of Contractor point of contact for invoicing questions
- CLIN Number, CLIN description, quantity, unit price, and extended price.
- Percentage completion of each CLIN being invoiced
- Description of any invoice deductions.
- **10% of the total contract price will be withheld until all deliverables are received and accepted.**
- **The Contractor's final invoice submitted under the contract shall be marked as follows: "THIS INVOICE CONSTITUTES THE FINAL INVOICE – UPON PAYMENT OF THIS INVOICE NO OTHER MONIES ARE DUE UNDER CONTRACT NUMBER (to be assigned upon contract award).**

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(3) Invoices shall be submitted electronically as follows:

- Invoices shall be submitted to the USCG Finance Center Website at http://www.fincen.uscg.mil/electron_cg24.htm
- The web submission requires the Contractor to complete the Invoice Receipt Cover Form, select the Invoice Routing Code, and attach a PDF file of the invoice and any other supporting documentation.
- The Contractor must select the correct Invoice Routing Code for timely invoice processing. The Invoice Routing Code for this contract is **SFLC-1**. Failure to do so will delay invoice payment.
- The Contractor shall attach a single PDF file no larger than 1MB as the official invoice.
- The Contractor shall email a copy of the invoice and supporting documentation to the Contract Specialist, Marc Massey, at Marc.A.Massey@uscg.mil and the Contracting Officer's Representative (COR) CWO Timothy Tolliver at Timothy.Tolliver@uscg.mil.
- **A CLIN may not be invoiced until a minimum of 25% completion. This percentage minimum may be waived on a case-by-case basis by the Contracting Officer for large dollar CLINS. In addition, 10% of the total contract price will be withheld until all deliverables are received and accepted.**
- A sample of the Invoice Receipt Cover Form is provided below. Mandatory information to be completed is highlighted in red on the website.

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https://www.fincen.uscg.mil/centralinv/central_inv_contr.cfm

Contractor Invoice Submission Form

Directions: Please complete as much information as possible. All blocks in red text are required entries.

Note: Web-Invoices are accepted only for Coast Guard Contracts over the Simplified Acquisition Threshold (Document Type 24).

THIS WEB FORM IS NOT AN OFFICIAL INVOICE. THE OFFICIAL INVOICE MUST BE ATTACHED

Invoice Information

Invoice Routing Code:

SFLC-1 (help)

Invoice Number: (help)

Contract Number: (help)

Invoice Date: MM/DD/YY (help)

BPA Number: (help)

Invoice Amount: 0.00 (help)

Delivery/Task Order Number: (help)

Discount Terms: 00.00%

Discount Days: 0 Net Days: 30 (help)

Company Information

Company Name: (help)

DUNS: Plus 4: (help)

Point of Contact Name: (help)

Point of Contact Email: (help)

Phone: (help) Fax: (help)

Attachment of Official Invoice

Please verify your entry on the next page. Attach invoice and any supporting documentation after verification.

- Attachment must be a single PDF file no larger than 3 MB. Grey-scale PDFs are not compatible. This will be our official invoice. Supporting documentation must be combined in the single PDF file or submitted to your contracting office separately via email.
- Need help creating a PDF file? [Click here for instructions.](#)

Verify

Reset

(w) Required Insurance

Prior to start of performance, the Contractor shall, at its own expense, procure and maintain the following kinds of insurance with respect to performance under the contract. In accordance with HSAR 3052.217-95, Liability and Insurance (DEC 2003), and 3052.228-70, Insurance (DEC 2003) the Contractor shall furnish the Contracting Officer with proof of insurance for the duration of the contract, including:

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- (1) Ship Repairer's Liability - \$500,000 per occurrence.
- (2) Comprehensive General Liability - \$500,000 per occurrence.
- (3) Full insurance coverage in accordance with the United States' Longshoremen's and Harbor Worker's Act.
- (4) Full insurance coverage in accordance with the State's Workmen's Compensation Law (or its equivalent) for all places of performance under this contract.

The insurance certificate must provide the name of the US Coast Guard vessel and the contract and/or solicitation number as specifically insured.

(x) Change Request (CR) – Growth Work

(1) **The Contractor shall not perform growth work without the Contracting Officer's authorization.** This clause applies to Change Requests (CR), also known as growth and emergent work ordered by the Contracting Officer pursuant to the Changes clause. The Contractor shall perform the CR at the labor billing rates designated in the Schedule, as described in paragraph (2) of this clause. All growth work shall be paid at the prices stated in the Schedule.

(2) The CR composite labor rate is a flat, hourly rate used to price direct production labor hours. Contractors shall provide a detailed breakdown that fully supports the quoted CR composite labor rate. The CR composite labor rate shall be burdened to include the cost of direct production labor, all associated indirect costs, and profit/fee as described below:

a. Direct production labor is defined as work that is directly related to the alteration, modification, and repair tasks performed directly on, or in direct support of, components or systems identified in the CR or elsewhere in the contract. Examples of direct production labor include the following: abrasive cleaning/water blasting, tank cleaning, welding, burning, brazing, blacksmithing, machining (inside and outside), carpentry, electrical/electronic work, crane operation, shipfitting, lagging/insulating, painting, boilermaking, pipe fitting, engineering (production), sheetmetal work, installation and removal of staging/scaffolding, rigging, material handling (shop to ship and within the worksite in support of labor task), set-up (moving tools and equipment from shop to ship to perform a task), fire watch, general labor (including general support of journeyman tasks), cleaning (including debris pickup and removal), and pattern making.

b. Indirect costs are defined as all non-direct production costs and support functions, defined as functions that do not directly contribute to the alteration, modification, or repair of the item or system identified. Examples of indirect costs include the following: planning, estimating, supervision, management, ship superintendent functions, clerical, surveying, security, transportation, supervision, labor costs, worker-compensation, taxes, inventory control, warehousing, licensing, insurance, all other support items and functions, fixed asset costs, rentals on items normally owned as fixed assets such as tools and hand operated power tools, electrical generators and compressors for operating tools (for drydocks), jigs and fixtures fabricated and used in shop to support production functions, security, contractor facility upkeep and utilities, workman's compensation, taxes, office supplies, etc.

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(3) Detailed pricing for the following shall be priced and itemized separately to include all costs and profit/fee as described below and shall not be included in the CR composite labor rate:

- a. Direct materials: supply items, manufactured or procured by the Contractor, that are installed in conjunction with direct production, or are otherwise turned over to the Coast Guard (e.g. plate, angle iron, welding rods, paint, pumps, motors, engine and gearbox oil, engine jacket water, etc.)
- b. Direct subcontracted services: direct production service items and procured by the Contractor to support the contract (e.g. gas-free engineering services, rented crane services, rented temporary air conditioning units and other rented tools not normally owned as fixed assets, etc.)
- c. Direct consumables and expendables: supply items, manufactured or procured by the Contractor that are consumed or expended in conjunction with direct production (e.g. rags, gloves, respirators/masks, welding rods, etc.)

(4) CRs do not include replacement work performed pursuant to HSAR 3052.217- 92 Inspection and Manner of Doing Work clause or HSAR 3052.217-100 Guarantees clause.

(5) It is the Government's intention to award any growth work identified during the contract performance period to the contractor, if a fair and reasonable price can be negotiated for such work, based on Schedule rates. If a fair and reasonable price cannot be negotiated, the Government may, at its discretion, obtain services outside of the contract. Such services may be performed while the ship is undergoing repair in the contractor's facility pursuant to the Access to Vessels clause.

(6) Change Requests shall be transmitted electronically via email. The bullets below display the process of how change requests are to be followed during the availability:

CR Process will occur in the following order:

- a. **Condition Found Report (CFR)**-Generated by the Contractor and provided to COR
- b. **Condition Report Reply(CRR)**-Generated by the COR and provided to Contractor
- c. **Change Request**- CR and IGE are generated by the COR and forwarded to KO
- d. **COR provides copy of Change Request to the Contractor.**
- e. **Contractor's Quote**- Provided to the KO for the identified tasking on CR
- f. **Negotiations**- If needed, take place to establish pricing
- g. **Approved Work Request**- Forwarded to Contractor and COR by the KO
- h. **Modification to Contract**- The KS/KO will issue a modification covering all CR's.

(7) The contractor shall submit to the Contracting Officer the following information in all CR quotes:

- a. The number of direct production labor hours that will be used to accomplish the tasks specified in the CR.
- b. A list of each direct material, direct subcontracted service, and direct consumable and expendable item that will be used to accomplish the CR, and a corresponding price for each item. The Contracting Officer may request evidence in support of the offered prices such as material receipts and quotes received from subcontractor.
- c. Any proposed changes to the Schedule of Work.

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(8) The contractor shall not be entitled to payment for any hours ordered pursuant to this clause until such time as a written contract modification is executed.

(y) Schedule of work

1. Notwithstanding other requirements specified in this contract, the contractor shall provide to the Contracting Officer and COR the following documents within three (3) working days of the vessel's arrival at the contractor's facility for dry-dock availabilities and at the arrival conference for dry-dock availabilities:
 - a. Production Schedule.
 - b. Work Package Network.
 - c. Total Manpower Loading Curve.
 - d. Trade Manning Curves.
 - e. Subcontracting List.
2. The Production Schedule shall list the earliest, latest, and scheduled start and completion date for each work item awarded and shall identify the critical path. The Work Package Network shall show the work items, milestones, key events, and activities and shall clearly identify the critical path. The Total Manpower Loading Curve shall show the required manning for the duration of the contract. The Trade Manning Curves shall show the required manning for each trade for the duration of the contract. The Subcontracting List shall show work items, milestones, key events, and activities to be accomplished by subcontractors.
3. Additional Item Requirements ordered and agreed upon, whether or not yet formalized via a change order (contract modification), shall be added to the Production Schedule, Trade Manning Curves, and Subcontracting List and submitted to the Contracting Officer and COR at each weekly Progress Meeting. Any anticipated or unanticipated deviation (greater than two (2) calendar days) from the Production Schedule shall be immediately brought to the attention of the Contracting Officer and COR.
4. Any deviation in the Production Schedule which results in a delay in the completion of work on a vessel past the established performance period completion date may entitle the Government to remedies for late performance under subparagraph (f) of this clause titled *Excusable delays*.

(z) Delivery and Shifting of the Vessel

(1) The Government shall deliver the vessel to the contractor, at the location specified in the contract.

(2) Whether the specified location of performance is the contractor's own facility or any other authorized facility, it shall be understood to mean the fairway of the facility. The contractor shall provide necessary tugs and pilot services to move the vessel from the fairway to the pier or dock, and, upon completion of all work, from the pier or dock to the fairway of the facility.

(3) While the vessel is in the possession of the contractor, any necessary movement of the vessel incidental to the work specified in the contract shall be furnished by the contractor without additional charge to the Government.

(aa) Access to the Vessel

(1) As authorized by the Contracting Officer, a reasonable number of officers, employees and personnel designated by the Government, or representatives of other contractors and their subcontractors shall have admission to the facility and access to the vessel at all reasonable times to

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perform and fulfill their respective obligations to the Government on a noninterference basis. The contractor shall make reasonable arrangements to provide access for these personnel to office space, work areas, storage or shop areas, and other facilities and services reasonable and necessary to perform their duties. All such personnel shall comply with contractor rules and regulations governing personnel at its shipyard, including those regarding safety and security.

(2) The contractor further agrees to allow a reasonable number of officers, employees, and designated personnel of offerors on other contemplated work, the same privileges of admission to the contractor's facility and access to the vessel(s) on a noninterference basis, subject to contractor rules and regulations governing personnel in its shipyard, including those regarding safety and security.

(ab) Temporary Services

(1) Temporary services are services incidental to the performance of work which are required in the schedule or specifications to be provided by the contractor. Temporary services may include the furnishing of water, electricity, telephone service, toilet facilities, garbage removal, and office space, parking places or similar facilities.

(2) If performance time is extended due to Government-caused delay, the contractor may request an equitable adjustment for providing temporary services at the rate stated in the Schedule.

(ac) Contract Deficiency Report

The Contracting Officer or Contracting Officer's Representative (COR) may issue a Contract Deficiency Report (CDR), SFLC Form 005. The Contractor shall respond in writing within 24 hours of receipt, unless otherwise approved by the Contracting Officer, to the COR. The COR will comment on the Contractor's response and will forward the Deficiency Report and comments to the Contracting Officer, with a copy to the Contractor and Availability Program Manager. The Contracting Officer will render a final determination and provide it to the Contractor and COR in writing.

(End of FAR 52.212-4 Addendum)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items. Oct 2018

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(2) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(3) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(4) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77

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and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

(4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

(6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) ([31 U.S.C. 6101 note](#)).

(9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).

(14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

(16) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#)) and

(18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).

(22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).

(25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

(27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(28) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).

(29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).

(30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

(31) [52.222-37](#), Employment Reports on Veterans (FEB 2016) ([38 U.S.C. 4212](#)).

(32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

(49) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(55) [52.232-33](#), Payment by Electronic Funds Transfer System for Award Management (Oct 2018) ([31 U.S.C. 3332](#)).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records Negotiation.

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(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 [subpart 4.7](#), Contractor Records Retention, of the 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 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.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause.

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(v) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)

(vii) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(x) [52.222-37](#), Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67). (Aug 2018)

(xiii) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and

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- E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).
(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
(B) Alternate I (JAN 2017) of 52.224-3.
(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Full Text Clauses

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (DHS-USCG Deviation 14-01) Sept 2013

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

52.204-21 Basic Safeguarding of Covered Contractor Information Systems. Jun 2016

- (a) Definitions. As used in this clause—
“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.
“Federal contract information” means information, not intended for public release, that is

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

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

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

“Safeguarding” means measures or controls that are prescribed to protect information systems. Safeguarding requirements and procedures.

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

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

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

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

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

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

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

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

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

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

(ii) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

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

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

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

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

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

(3) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled

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unclassified information (CUI) as established by Executive Order 13556.

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

(End of Clause)

52.217-7 Option for Increased Quantity – Separately Priced Line Item (Mar 1989) - VARIATION

The Government may require the performance of the numbered line items, identified in the Schedule as option items, at the unit prices stated in the Schedule. The option quantities shown in the Schedule are estimates only. The Government has the right to require performance of these items at the quantities deemed necessary. Therefore, the Government may exercise an option item on more than one occasion during the contract performance period. The Contracting Officer will provide initial notification of the exercise of an option either verbally, by facsimile, or both. When time is of essence initial notification will be provided verbally followed within 24 hours by a facsimile of confirmation. A contract modification will be executed shortly thereafter to include those options wherein exercise notification was provided. Such options may be exercised at any phase during the contract performance period as stated herein, or any extension of the performance period. To maintain the contract performance period the Contractor shall commence performance of an option item immediately upon receiving initial notification; but, not later than 24 hours thereafter, unless proper sequencing of the work requires a delay in beginning performance of the option. In that case, the option item shall be commenced as soon as proper sequencing permits. The exercise of any option item listed in the Schedule will not normally extend the contract performance period. However, the Contracting Officer may consider a request by the Contractor for contract extension if an option is exercised after 50% of the contract performance period has expired.

52.237-1 Site Visit

Apr 1984

This RFQ is for DRY-DOCK repairs of the USCGC BARRACUDA (WPB-87301) hereinafter referred to as “vessel.” The vessel’s home pier is located at 601 Startare Dr., Eureka, CA 95501. The point of contact for site surveys is MKC Andrew Havens who can be reached at (707) 499-6149 or via email at Andrew.S.Havens@uscg.mil. The Contract Administrator is Marc Massey, who can be reached at (757) 628-4636 or Marc.A.Massey@uscg.mil. Contractors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. Site Visits/Ship Check should be scheduled and completed **NLT 21 December 2018.**

52.252-6 Authorized Deviations in Clauses

Apr 1984

(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 30) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

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Homeland Security Acquisition Regulation (HSAR) Clauses

**HSAR 3052.212-70 Contract Terms and Conditions Applicable To
DHS Acquisition of Commercial Items.**

Sep 2012

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:

(b) Clauses.

- 3052.204-71 Contractor Employee Access
- 3052.205-70 Advertisement, Publicizing Awards, and Releases
- 3052.217-91 Performance
- 3052.217-92 Inspection and Manner of Doing Work
- 3052.217-93 Subcontracts
- 3052.217-94 Laydays
- 3052.217-95 Liability and Insurance
- 3052.217-96 Title
- 3052.217-97 Discharge of Liens
- 3052.217-98 Delays
- 3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair
- 3052.219-71 DHS Mentor Protégé Program.
- 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.
- 3052.228-70 Insurance
- 3052.242-72 Contracting Officer's Technical Representative

(End of Clause)

HSAR 3052.217-100 Guarantee (USCG).

Jun 2006

- (a) In the event any work performed or materials furnished by the contractor prove defective or deficient within 60 days from the date of redelivery of the vessel(s), the Contractor, as directed by the Contracting Officer and at its own expense, shall correct and repair the deficiency to the satisfaction of the Contracting Officer.
- (b) If the Contractor or any subcontractor has a guarantee for work performed or materials furnished that exceeds the 60 day period, the Government shall be entitled to rely upon the longer guarantee until its expiration.
- (c) price. Failure to agree upon an equitable reduction shall constitute a dispute under the Disputes clause of this contract.
- (d) With respect to any individual work item identified as incomplete at the time of redelivery of the vessel(s), the guarantee period shall run from the date the item is completed.
- (e) If practicable, the Government shall give the Contractor an opportunity to correct the deficiency.
- (1) If the Contracting Officer determines it is not practicable or is otherwise not advisable to return the vessel(s) to the Contractor, or the Contractor fails to proceed with the repairs promptly, the

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Contracting Officer may direct that the repairs be performed elsewhere, at the Contractor's expense.
 (2) If correction and repairs are performed by other than the Contractor, the Contracting Officer may discharge the Contractor's liability by making an equitable deduction in the price of the contract.
 (f) The Contractor's liability shall extend for an additional 60-day guarantee period on those defects or deficiencies that the Contractor corrected.

At the option of the Contracting officer, defects and deficiencies may be left uncorrected. In that event, the Contractor and Contracting Officer shall negotiate an equitable reduction in the contract

(End of clause)

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 [ten 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.

52.252-2 Clauses Incorporated by Reference

Feb 1998

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

<http://acquisition.gov/far/index.html>.

52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-18	Commercial and Government Entity Code Maintenance	Jul 2016
52.212-4	Contract Terms and Conditions – Commercial Items	Oct 2018
52.228-5	Insurance – Work on a Government Installation	Jan 1997
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec 2013
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
52.242-2	Production Progress Reports	Apr 1991
52.245-1 w/ Alt I	Government Property	Jan 2017 / Apr 2012
52.245-9	Uses and Charges	Apr 2012
HSAR 3052.211-70	Index for Specifications	Dec 2003
HSAR 3052.217-90	Delivery and Shifting of Vessel	Dec 2003
HSAR 3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work	Dec 2003
HSAR 3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility	Dec 2003
HSAR 3052.223-90	Accident and Fire Reporting	Dec 2003

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Contractor Performance Assessment Report (CPAR)

- (a) **GENERAL:** The U.S. Coast Guard Surface Forces Logistic Center (SFLC) will monitor and evaluate the successful contractors past performance of this contract and prepare a Contractor Performance Assessment Report (CPAR) in accordance with FAR Part 42.1502. All information contained in this assessment may be used, within the limitations of FAR 42.1502, by the government for future source selections and in accordance with FAR 15.304, when past performance is an evaluation factor for award.
- (b) **NOTIFICATION:** Upon completion of the contract, the contractor will be notified of the assessment. The contractor will be allowed 60 days to respond to the SFLC's assessment of its performance entered into CPARS. The contractor's response, if any, will be made part of the CPAR system.
- (c) **INFORMATION:** Information included in the CPAR may include, but is not limited to, the contractor's record of conforming to contract requirements and to standards of good workmanship; the contractor's record of forecasting and controlling costs; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; the contractor's record of integrity and business ethics, and generally, the contractor's business-like concern for the interest of the customer.
- (d) **RELEASE OF DATA:** CPARS information is considered business sensitive and will not be released except: (1) to other Federal procurement activities which request it; (2) when SFLC must release pursuant to a Freedom of Information Act (FOIA) request; or (3) when prior written consent is requested and obtained from the contractor.

Maintaining, Reporting, and Disposing of Government Property in the Performance of a Ship Repair Contract

1. The Government Property Clause incorporated by reference delineates the Contractor's overall responsibility when taking possession of government property in performance of a contract. In performance of this contract the Contractor will be required to properly identify, track and control property within its possession. This includes, a) property furnished by the government (GFP) to the Contractor in conjunction with specific CLIN Items. These items and their values are listed in the specification, b) property that is pre-existing in a location that during the course of performance will be replaced or renewed.

2. The items listed in the specification, as government furnished property will be provided in the quantities designated. Government furnished property may be provided in person by an official Coast Guard employee, shipment via commercial carrier, etc. **The Contractor shall sign for all government furnished property using either a DD Form 1149, entitled, "Requisition and Invoice/Shipping Document" or a DD Form 1348, entitled, "Issue Release/Receipt Document".**

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A copy of the DD 1149 or DD 1348 must be sent within 48 hours of receipt of property, to the designated Government Property Administrator.

The name of the individual assigned as Property Administrator will be furnished to the Contractor at time of award. The Contractor shall not take receipt of property that is not listed in the specification, has not been previously identified as becoming part of the contract (via contract modification) or which otherwise cannot be identified. Such irregularities shall be immediately reported to the Property Administrator.

3. The Contractor shall complete the report provided herein, entitled, "Government Property Report". This report is intended as a living document whereby relevant fields shall be filled in, maintained and kept current at all times. All property described in paragraph 1 (a and b) above shall be reported on the report. At contract completion the Contractor and the Property Administrator shall ensure that all fields are appropriately completed. A signature block is provided at the end of the report for both parties to attest to the report's accuracy and completeness. The Government Property Report shall clearly delineate the complete track that all Government property took over the course of the contract. This completed report must accompany the Contractor's final invoice. **Final payment may be delayed, without penalty of interest, until such time as the report is received.** A separate copy of the completed report and any final DD 1149s or DD 1348s executed, as a result of carrying out disposition instructions shall be provided to the Property Administrator.

4. Pursuant to the Government Property Clause the authority to render disposition instructions of Government property associated with this contract is delegated to the Property Administrator. The Contractor shall comply with all instructions in the contract for the return of government property to the Coast Guard. This includes government property taken off the vessel (shafts, propellers, etc.), government property returned to the vessel (special tools, etc.) or surplus government property not used during performance of the contract.

Full Text Provisions

52.211-3 Availability of Specifications Not Listed in the GSA Index Jun 1988
of Federal Specifications, Standards and Commercial Item
Descriptions.

U.S. Coast Guard standard specifications can be downloaded at" <http://www.dcms.uscg.mil/Our-Organization/Assistant-Commandant-for-Engineering-Logistics-CG-4-/Logistic-Centers/Surface-Forces-Logistics-Center/Contracting-Links/Standard-Specifications/>. Orders for reference drawings must be placed by 21 December 2018. To request drawings, contact the Contract Specialist Marc Massey at Marc.A.Massey@uscg.mil using the Drawings Request Document with a physical address. All requests should identify the solicitation number 70Z080-19-Q-P4516400. U.S. Coast Guard specification reference drawings are available in CD-ROM format and are provided free of charge. The CD-ROM(s) contain WINDOWS compliant raster/vector formats (e.g. *.TIF, *.TIF (group4), *.DWG, and *.DWF, etc.). Drawing measurements should be verified by the Contractor prior to ordering materials.

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Solicitation Provisions Incorporated by Reference

52.252-1 Solicitation Provisions Incorporated by Reference

Feb 1998

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

52.212-1	Instructions to Offerors. Commercial Items	Oct 2018
52.212-3	Offeror Representations and Certifications, Commercial Items with Alternate I	Oct 2018 Oct 2014