

NOTICE FOR FILING AGENCY PROTESTS

United States Coast Guard Ombudsman Program

It is the policy of the United States Coast Guard to issue solicitations and make contract awards in a fair and timely manner. Parties who believe a specific procurement is unfair or otherwise defective are encouraged to use the Coast Guard Ombudsman Program for Agency Protests (OPAP), rather than filing a protest with the Government Accountability Office (GAO) or other external forum. The OPAP is designed to resolve contractor protests in a faster, less expensive manner. Concerns of interested parties can be resolved through independent, government binding adjudication taking place outside the procuring activity's chain of command.

How do I file an agency protest?

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

Interested parties should first direct their concerns to the responsible contracting officer. If the contracting officer is unable to satisfy the concerns, the interested party is encouraged to contact the OPAP. Under this informal process, the agency is not required to suspend contract award performance. In order to ensure a timely response, interested parties should provide the following information: solicitation/contract number, contracting office, contracting officer, and solicitation closing date (if applicable).

Formal Agency Protest

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, the protester may file a formal agency protest with the contracting officer or 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 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. If the protester fails to submit the required information, as outlined in Federal Acquisition Regulation (FAR) 33.103, 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).

Protests filed under the OPAP program should be submitted to:

Department of Homeland Security
United States Coast Guard (CG-91)
Ombudsman Program for Agency Protests
Email: OPAP@uscg.mil

For questions pertaining to the OPAP program, please contact the Ombudsman hotline at 202-372-3695.



**Commander
U.S. Coast Guard
Surface Forces Logistics Center
SFLC-CPD-C&P2-LREPL
1301 Clay Street, Suite 800 N
Oakland CA 94612**

REQUEST FOR PROPOSAL

**70Z08520RP4500400
USCGC POLAR STAR Dry Dock Fiscal Year 2020**

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE 1	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 70Z08520RP4500400	
7. FOR SOLICITATION INFORMATION CALL: →		a. NAME Lee Thomas		b. TELEPHONE NUMBER (no collect calls) (206) 217-6870		6. SOLICITATION ISSUE DATE 01/30/2020	
9. ISSUED BY USCG Surface Forces Logistics Center Attn: Lee Thomas and Ian Weiss 1301 Clay Street, Suite 800N Oakland CA 94612 E-mail: Lee.F.Thomas@uscg.mil Ian.S.Weiss@uscg.mil				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: 100 %FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL (EDWOSB) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 336611 SIZE STANDARD: 1250 employees			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO See Description of Supplies/Services				16. ADMINISTERED BY Same as block 9			
17a. CONTRACTOR/ OFFEROR		CAGE CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Commanding Officer USCG Finance Center 1430A Kristina Way Chesapeake, VA 23326 (800) 565-5504	
DUNS No. TELEPHONE NO: FAX NO:				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Contractor shall perform Dry Dock Repairs to the USCGC POLAR STAR (WAGB 10) in accordance with this solicitation and the specification, USCGC POLAR STAR (WAGB 10) Specification for Dry Dock Repairs (Rev-0, 23September2019), Attachment 2. Scope of work shall include ship repair and associated support work, and may include additional in scope work that is not currently listed. Price Schedule is provided as a separate document (Attachment 1 – Price Schedule).						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (FOR GOVT USE ONLY)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 & 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE OFFER DATED __. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER		31c. DATE SIGNED	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (Rev. 2/2012)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42 a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

CONTINUATION OF SF 1449 – BLOCKS 17a - 25

- (1) Block 17a: Offeror shall include company's name, address and **DUNS number**.
- (2) Block 17b: **REMITTANCE ADDRESS:** Payment will be made to the Financial Institution listed in System for Award Management (SAM). To receive award Offeror must be registered in SAM (copy and paste www.sam.gov into search engine).
- (3) Block 19 through 24: **SEE ATTACHMENT 1, PRICE SCHEDULE**
- (4) Block 25: **ACCOUNTING AND APPROPRIATION DATA:** To be included on contract award document.

ALL OFFERORS ARE RESPONSIBLE FOR VERIFYING THE RECEIPT OF THEIR PROPOSALS.

PROPOSAL SUBMITTAL PROCEDURES: E-mail proposal is the preferred form of submittal for the proposal. Please note that emails are restricted to 10MB in size. Faxed and mailed proposals will not be accepted. When submitting proposals by email, please submit the electronic copy to Lee.F.Thomas@uscg.mil and courtesy copy Ian.S.Weiss@uscg.mil. All submissions shall include the solicitation number in the subject line of the email at a minimum. These submission instructions will also apply to any future correspondence, as applicable, in response to this solicitation.

PERFORMANCE PERIOD: 13 April 2020 through 11 August 2020.

PLACE OF PERFORMANCE: Contractor's provided facility/dry dock location which has been certified in accordance with Attachment 2, Specifications. **GEOGRAPHIC RESTRICTION:** The Pacific Area Commander has determined that repair to USCGC POLAR STAR shall be restricted to a shipyard located on the West Coast (states of Washington, Oregon and California) of the United States.

QUESTIONS: All questions shall be submitted via email to Lee.F.Thomas@uscg.mil with a courtesy copy to Ian.S.Weiss@uscg.mil using the Request for Clarification Form, Attachment 3. The last day to ask questions regarding this solicitation is 02/10/2020 at 12:00 p.m. Pacific Time. After this date further requests may not be accepted due to time constraints.

REQUIRED DOCUMENTS: Each offeror shall furnish the information required by the solicitation which includes:

- a) Completed and Signed SF Form 1449 with Offeror's address, DUNS number, and other required information;
- b) Any issued Amendments to the Solicitation, acknowledged and signed;
- c) ATTACHMENT 1, Schedule of Supplies/Services – Price Schedule. Insert unit price in all CLINS listed in the schedule (see FAR 52.212-1 and 52.212-2 including Addendums);

- d) Technical Capability Proposal (see FAR 52.212-1 and 52.212-2 including Addendums)
The Technical Capability Proposal will be incorporated into the resulting contract;
- e) Pre-award Dry Dock Certifications and Pre-award Dry Dock Calculations;
- f) Welding Certifications and Procedures;
- g) List the names of ALL Sub-Contractor's that your company intends to subcontract for the CLIN Item(s) listed in the Schedule of Supplies/Services.
- h) Proof of Insurance (Statement of coverage from current insurance carrier); and
- i) All provisions/clauses in this solicitation that require contractor response, including a completed copy of the provision at FAR 52.212-3 Offerors Representation and Certifications – Commercial Items OR **Offeror's must include a completed copy of FAR 52.212-3 with their proposal OR provide notice of registration at www.sam.gov.**
- j) Completed DHS 700-23 DHS Subcontracting Plan Review Checklist (Applicable to Large Businesses only).

ATTACHMENTS INCORPORATED BY REFERENCE: The following Attachments are incorporated into the solicitation and any resulting contract by reference:

Attachment 1, Price Schedule

Attachment 2, Specifications

Attachment 3, Request for Clarification Form

Attachment 4, Government Property Report

Attachment 5, DHS 11000-6 Non-Disclosure Agreement Form

CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) ADDENDUM

(1) FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of Deputy Chief of Contracting Office (SFLC) and shall not be binding until so approved.

(2) FAR 52.216-18 ORDERING (OCT 1995)

(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. The Government intends to issue task order(s) for CLIN 0001 Work Items (1-54) at or near date of contract award. Such orders may be issued from the date of award through 11 months from date of contract award.

(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) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

(3) FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

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

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

(1) Any order for a single item in excess of \$4,000,000;

(2) Any order for a combination of items in excess of \$12,000,000; 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)

(4) FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) 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 11 months from the date of contract award.

(End of clause)

(5) FAR 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 address: <https://www.acquisition.gov/>

FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transaction (OCT 2010)
FAR 52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications(OCT2010) Alternate II (OCT1997)
FAR 52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997) Alternate I (JUL 1995)
FAR 52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016)
FAR 52.227-14	Rights in Data -- General (May2014) Alt IV (Dec2007)
FAR 52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
FAR 52.242-2	Production Progress Reports (APR 1991)
FAR 52.245-1	Government Property (JAN 2017) Alt I (Apr 2012)
FAR 52.245-9	Use and Charges (APR 2012)
FAR 52.247-34	F.o.b. Destination (Nov 1991)
HSAR 3052.205-70	Advertisement, Publicizing Awards, and Releases (SEP 2012)
HSAR 3052.211-70	Index for Specifications(Dec2003)
HSAR 3052.217-91	Performance. (USCG) (DEC 2003)
HSAR 3052.217-92	Inspection and Manner of Doing Work. (USCG)(DEC 2003)
HSAR 3052.217-93	Subcontracts. (USCG)(DEC 2003)
HSAR 3052.217-95	Liability and Insurance (DEC 2003)
HSAR 3052.217-96	Title. (USCG)(DEC 2003)
HSAR 3052.217-97	Discharge of Liens. (USCG) (DEC 2003)
HSAR 3052.217-98	Delays. (USCG)(DEC 2003)
HSAR 3052.217-99	Department of Labor Safety and Health Regulations for Ship Repair (DEC 2003)
HSAR 3052.217-100	Guarantee. (USCG)(JUN 2006)
HSAR 3052.219-71	DHS mentor-protégé program(JUN 2006)
HSAR 3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work(Dec2003)
HSAR 3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility (DEC2003)
HSAR 3052.222-90	Local Hire (JUN 2006)
HSAR 3052.223-90	Accident and Fire Reporting(Dec2003)
HSAR 3052.242-72	Contracting Officer’s Technical Representative.(DEC 2003)
HSAR 3052.247-72	F.o.B. Destination Only.(DEC 2003)

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

(End of Clause)

(7) VOLATILE ORGANIC COMPOUNDS (VOC) REGULATIONS

(a) Contractors are required to comply with federal, state and local VOC compliance laws and regulations.

(b) Contractors, therefore, must submit the following to the designated Port Engineer 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 work places;
- 2) Copies of any compliance plans required and applicable to the use or application of VOCs at Contractor’s facility or offsite work places.

(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 Port Engineer a letter, notarized under oath, that such documents are not required.

(d) Contractors will submit the following to the designated Port Engineer 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 MLCA Standard Spec 63000N, Section 5.3.1.

(8) ACCESS TO VESSEL

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

The Contractor shall make reasonable arrangements with the Government 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.

(c) ASSOCIATE CONTRACTOR AGREEMENT. After award, the Contractor shall enter into an Associate Contractor Agreement, if applicable, with one or more other prime contractors with the Government who will be present and performing work on the vessel during the dry dock availability.

(9) ASSOCIATE CONTRACTOR CLAUSE

(1) This clause is intended to ensure that there will be appropriate integration of work by the USCGC POLAR STAR associate contractors to maximize coordination and prevent delay or additional costs.

(2) The Firm Fixed-Price (FFP) for each Work Item in Attachment 1, Price Schedule shall include all costs associated with the Prime Contractor executing each requirement stipulated in the Associate Contractor Agreement (“ACA”) as required by this clause, in support of this contract.

(3) For purposes of this clause, the Associate Contractor, known at this time, is defined as:

- (a) Prime Contractor, under 70Z08520CP4500400.
- (b) Additional contractors may be identified at a later date.

(4) The Associate Contractors shall work and maintain close liaison with each other. In order to assure accomplishment of this objective, the Associate Contractors shall enter into a written ACA with each other.

(5) The ACA shall provide for a complete and unbiased exchange of scheduling information to include work locations. The following shall be included in the ACA:

- (a) Identification of the information to be furnished between the Associate Contractors. This shall, at a minimum, include the schedule and locations of work to be performed.
- (b) Services to be provided by one Associate Contractor to another [if applicable]
- (c) The materials to be provided between the Associate Contractors during performance. [if applicable]
- (d) In accordance with Specification General Requirements (para. 3.5), the Prime Contractor shall hold a weekly progress meeting, and also daily production meetings.
 - (i) At the daily production meetings, Associate Contractors shall attend and participate to resolve any potential conflicts in the work schedule for that day, so as to minimize delay, disruption or overlapping work.

(ii) At the weekly progress meetings, the Associate Contractors shall provide an integrated and de-conflicted master planning document for review by the USCG COR. Associate Contractors shall meet together prior to the weekly progress meeting to develop this master planning document.

(iii) The Associate Contractors are responsible to resolve all planning conflicts. However, the USCG COR reserves the right to serve as final decision authority when needed to ensure timely schedule completion and/or that Operational Commander's priorities are met.

(e) The ACA may also address treatment of any proprietary or confidential information. [if applicable]

(6) Following execution by both or all Associate Contractors, the ACA may be made an attachment to this contract. The ACA is for information purposes only and shall not be subject to or governed by this contract. In the event of a conflict between the terms of this contract and terms of the ACA, the terms of this contract shall control.

(7) Where the Associate Contractors fail to agree upon action to be taken in connection with their respective responsibilities, each of them shall promptly notify the COR responsible for their respective contract and furnish their recommendations for a solution. The Associate Contractors shall not be relieved of its obligations to make timely deliveries or be entitled to any other adjustment because of their failure to: (a) resolve ACAs disputes; (b) promptly refer matters to the COR assigned to their respective contract; or (c) to implement any direction given by the COR assigned to their respective contract.

(10) INDEMNIFICATION FOR ACCESS TO VESSELS

Notwithstanding any provision in the "Access to Vessels" clause, or any other clause of the contract, the Contractor agrees to allow officers, employees, and associates of the Government, or other prime Contractors with the Government and their subcontractors, and officers, employees, and associates of Offeror on other contemplated work, admission to the Contractor's facilities and access to the vessel without any further request for indemnification from any party at no additional cost to the Coast Guard.

(11) INSPECTIONS

Except as specified elsewhere, the U.S. Coast Guard shall rely on the Contractor to accomplish all inspection and testing needed to ensure that the work conforms to contract quality requirements.

Records of all inspection work by the Contractor shall be kept complete and available to the Government during the term of this contract and for such longer period as may be specified elsewhere in this contract.

The name and telephone number of the U.S. Coast Guard Inspector will be provided after the award of a contract resulting from this solicitation.

(12) COMPOSITE LABOR RATE

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

- (a) The composite labor hour rate shall represent total compensation for the following:
- (1) direct labor wages and salaries;
 - (2) all employee benefits including, but not limited to, paid leave, supplemental pay, insurance, retirement, savings, and legally required benefits;
 - (3) other direct costs associated with transit time, delay, disruption, expendable supplies, and equipment;
 - (4) all indirect costs such as overhead and general and administrative expense;
 - (5) any port or association fees, rents, or other levies;
 - (6) profit (fee); and
 - (7) all direct and indirect costs and profit associated with the following support functions:

Supervision and Management
Planning
Surveyors
Material Handling
Housekeeping
Estimating
Transportation Drivers

Quality Assurance
Engineering
Worker Transit Time
Testing
Security Guard
Contract Administration

(b) The composite labor hour rate will be applied to production labor hours only. Production labor hours include only those hours necessary and reasonable to perform direct production functions and do not include the hours expended on the support functions listed above. This exclusion of support function hours applies whether such support functions are normally charged directly or indirectly by the Contractor's accounting system. These support functions are to be priced into the composite labor rate quoted and shall not be separately compensated.

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

(d) For materials and subcontractor costs the mark-up/loading rate percentage may include the Prime Contractor's general & administrative, overhead and profit rates. This inclusive mark-up/loading rate shall be used for all change requests.

(13) DISCOVERIES AND CHANGES TO CONTRACT:

Condition Found Report, and Change Requests will be transmitted electronically by using email. The bullets below display the process of how these documents are to be followed for the duration of the contract performance period:

(a) Condition Found Report (CFR) - All readings and inspections are to be taken within **24 hours** after the machinery or system is opened. All reports of reading and inspections required by the specifications shall be submitted to the COR in writing using a "Condition Found Report (CFR)" form, within **24 hours** after the readings and/or inspections are made. Promptness in taking and reporting readings is particularly important for underbody work items such as shaft bearing or rudder bearing clearances. Often during the progress of a work item, conditions are discovered by the Contractor which are considered abnormal for reasons of safety, expected reliability, health, or habitability. These conditions must be brought to the attention of the Coast Guard using a CFR. Details provided by the Contractor in a CFR are important because the CFR may result in a contract change. To speed the contract change progress, the Contractor should include in his/her CFR the following details as a minimum:

- (i) A sequential number.
- (ii) The contract item which the "CFR" relates to.
- (iii) A clear statement, definition, and description of the condition found, including but not limited to frame numbers, part numbers, materials and dimensions as appropriate.
- (iv) A proposed or recommended repair to correct the defective condition.
- (v) Indicate whether the report requires Coast Guard action, or if it is provided "for info" only. If action is required, indicate the response time required by the Coast Guard and whether or not a contract extension would be needed if the additional work is authorized.
- (vi) A space on the form for the Coast Guard to make comments.
- (vii) All CFR's shall be dated, submitted, and signed by a representative of the Contractor. Contracting Officer's Representative (COR) will respond to the Contractor's within **24 hours** of receiving a Condition Found Report. A copy of ALL condition found reports shall be retained in the Cutter's file.

(b) Change Request Process:

- 1. Condition Found Report**-Generated by the Contractor and provided to COR .
- 2. Condition Report Reply**-Generated by the COR and provided to Contractor

3. **Change Request-** CR and IGE are generated by the COR and entered in the Contract Workbook. COR will assign the Change request number.
4. **COR provides copy of Change Request to the Contractor**
5. **Contractor's Proposal-** Provided to the KO for the identified tasking on CR
6. **Negotiations-** If needed, take place to establish pricing
7. **Approved Change Request-** Forwarded to Contractor and COR by the KO

The Change Request must be submitted by the COR to the Contractor within 24 hours after responding to the CFR. Contractor must submit proposal to the Contracting Officer within 72 hours receipt of the Change Request.

A modification will be issued to incorporate and implement all changes made by Change Requests.

(14) 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.

(15) 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 is 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 work items under the CLINs. 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 shall be replaced or renewed.

2. The items listed in the specification, as government furnished property shall 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". 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.

(16) 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:

TYPE	AMOUNT
1) Workman'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 (including vessel liability reference HSAR 3052.217-95)	Personal Injury Liability: \$1 million per person \$1 million per occurrence Property Damage (may be included in general aggregate limits or combined single unit coverage) \$1 million per occurrence

3) Automobile Liability

Personal Injury Liability:
\$1 million per person
\$1 million per occurrence

Property Damage (may be included in
general aggregate limits or combined single
unit coverage):
\$1 million per occurrence

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

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

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

(17) CONTRACTING OFFICER'S AUTHORITY

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, and, notwithstanding any provisions contained elsewhere in this contract, said authority remains

solely with the Contracting Officer. 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 no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

(18) CONTRACTOR PERFORMANCE EVALUATION

(a) GENERAL: The U.S. Coast Guard Surface Forces Logistic Center (SFLC) will monitor and evaluate the successful Offerors past performance of this contract and prepare a Contractor Performance Assessment Reporting System (CPARS) 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 CPARS record.

(c) INFORMATION: Information included in the CPARS 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.

(19) METHOD OF PAYMENT AND INVOICING INSTRUCTIONS

INVOICE SUBMISSION PROCESS:

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

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

- (B) A work item may not be invoiced until the percentage complete reaches ten percent. Future invoices for that work item have no limitation as to the percentage of completion required before invoicing. (The minimum percentage of completion (10%) to be reached prior to billing each work item may be waived by the Contracting Officer on a case by case basis for large dollar work items.) Invoices shall be accompanied with the COR signed weekly progress report.
- (C) The Contractor shall invoice no more than twice per calendar month and no sooner than 14 calendar days from the date of the first or previous invoice when entered for payment at U.S. Coast Guard Finance Center website.
- (D) 10% of the total contract price will be withheld as retainage. The Contractor shall withhold 10% of each submitted invoice's total invoice amount until the Guarantee period has expired and all deliverables, required by the contract, are received and accepted by the USCG.
- (E) The Contractor shall request for release of retainage via a separate invoice from billable work (i.e., billing against work items). Release of retainage may be requested after all deliverables, required by the contract, are received and accepted by the USCG and the Guarantee period has ended.
- (F) Only work that has been awarded at time of contract award and/or added via modification to the contract may be invoiced for.
- (G) In addition to the information required by FAR 52.212-4 (g) Invoices shall include:
- 1) Contract Number, Delivery Order/Task Order Number, DOC Number
 - 2) Name and Address of the Contractor
 - 3) Invoice Number and Invoice Date
 - 4) DUNS Number
 - 5) Name of the Contract Specialist and Contracting Officer's
 - 6) Invoice Routing Code (IRC): **SFLC-2**
 - 7) Indicate Small Business Status
 - 8) Indicate if Final Invoice for contract- 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 (list number here that will be assigned upon contract award).
 - 9) The percentage of completion for each work item identified;
 - 10) Vessel name
 - 11) The overall percentage and dollar amount previously billed, currently billed and unbilled,
 - 12) Shipping and Payment Terms
 - 13) Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice.

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

2. The Contractor shall provide the invoice to Lee.F.Thomas@uscg.mil, Contract Specialist/Officer, for review and approval before submission to COR.
3. After Contract Specialist/Officer's review, the Contractor shall forward invoice to the Contracting Officer's Representative (COR), for review and signature for progressed billable work accomplished to date.
4. The COR will review and verify invoices, sign the invoice, and return the invoice to the Contractor.
5. The Contractor shall complete the Contractor Invoice Submission Form (sample below).
6. The Contractor shall submit the Contractor Invoice Submission Form, a PDF file of the invoice, and any necessary documents for supplies or services via the U.S. Coast Guard Finance Center website at:

<http://www.fincen.uscg.mil/electron.htm>

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-2

Invoice Number:

Contract Number:

Invoice Date:

BPA Number:

Invoice Amount:

Delivery/Task Order Number:

Discount Terms: %

Discount Days: Net Days:

Company Information

Company Name:

DUNS: Plus 4:

Point of Contact Name:

Point of Contact Email:

Phone: Fax:

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

7. The Contractor must select the correct Invoice Routing Code for timely invoice processing. The Invoice Routing Code for this contract is **SFLC-2**.

8. Visit the U.S. Coast Guard Finance Center Website for instructions regarding invoice attachments. http://www.fincen.uscg.mil/electron_cg.htm

9. The Contractor shall send notification that the invoice was submitted for payment.

Additional work verbally agreed to by the parties that has not yet been incorporated into the contract by modification shall not be included in an invoice. Payments will not be made for any work to which a modification has not been properly executed. Invoices submitted for payment that includes such a request will be reduced by the unmodified amount.

FURTHER CONSIDERATIONS WITH INVOICING:

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

- (1) On the later of:
 - (i) For invoices that are mailed the date a proper invoice is actually received by the designated billing office and annotates the invoice with date of receipt at the time of receipt.
 - (ii) For invoices electronically transmitted by the Contractor via web based submission, the date a transmission is received by the designated billing office, and receipt confirmation is provided to the designated recipient; or
 - (ii) The seventh day after the date on which the property is actually delivered or performance of the services is actually completed; unless—
 - a) The agency has actually accepted the property or services before the seventh day in which case the acceptance date shall substitute for the seventh day after the delivery date; or
 - b) A longer acceptance period is specified in the contract, in which case the date of actual acceptance or the date on which such longer acceptance period ends shall substitute for the seventh day after the delivery date;
- (2) On the date placed on the invoice by the Contractor, when the agency fails to annotate the invoice with date of receipt of the invoice at the time of receipt (such invoice must be a proper invoice); or
- (3) On the date of delivery, when the contract specifies that the delivery ticket may serve as an invoice.
- (4) Web based submission by the Contractor and receipt confirmation does not reflect Government review or acceptance of the invoice.
- (5) For inquiries and payment status please visit <http://www.fincen.uscg.mil/electron.htm> .

The Data Universal Numbering System (DUNS) number is the primary identifier in System for Award Management (SAM), (see FAR 52.232-33, Payment by Electronic Funds Transfer – System for Award Management (Jul.2013)). Contractors are located and identified in SAM by their DUNS number. **Therefore, to facilitate payment, the DUNS number shall be recorded on every invoice submitted to the U.S. Coast Guard.**

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

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

(20) PROGRESS PAYMENTS

A. The Contractor may invoice requesting progress payments without discount, other than any prompt payment discount offered, not more frequently than twice per calendar month and no sooner than 14 calendar days from the date of the first or previous invoice when entered for payment at U.S. Coast Guard Finance Center website.

B. The invoice amount should reflect the percentage and dollar amount of completion established by the cutter's appropriate weekly progress report. Payments shall be derived from the accomplished percentage of completion as determined by the Contracting Officer.

C. All material and work paid for by progress payments shall there by become the sole property of the Government, but this provision shall not relieve the Contractor from the obligation to complete the requirements of the contract.

D. The Contractor shall be paid the remaining retainage amount due upon completion and acceptance of all work and expiration of the Guarantee period under this contract.

(21) FAR 52.232-18 – AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

(22) FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEPT 2014) (DHS-USCG DEVIATION 14-01)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the enhancement of whistleblower protections for Contractor employees

established at 10 U.S.C. 2409 by section 827 of the NDAA for FY 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 10 U.S.C. 2409, as described in section 3.908 of the FAR.

(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)

(23) FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

(24) 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 thirty (30) 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.

(25) ORDERING PROCEDURES

One or more task orders may be issued during the performance period of this contract. The Contractor agrees to accept and perform orders issued by the Contracting Officer within the scope of this contract. It is understood and agreed that the Government has no obligation to issue any orders except the guaranteed minimum order. In the event of any inconsistency between any

order and the contract, the contract shall control. All task orders incorporate all terms of the contract unless otherwise specified in the awarded task order.

(End of clause)

(End of FAR 52.212-4 Addendum)

52.212-5 – CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS– COMMERCIAL ITEMS (OCT 2019)

(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).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and

Video Surveillance Services or Equipment. (AUG 2019) (Section 89(a)(1)(A)

of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 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).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

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

(5) [Reserved]

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

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (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).

(10) [Reserved]

(11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

(ii) Alternate I (Nov 2011) of 52.219-3.

(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

(ii) Alternate I (Jan 2011) of 52.219-4.

(13) [Reserved]

- ___ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
- ___ (ii) Alternate I (Nov 2011).
- ___ (iii) Alternate II (Nov 2011).
- ___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- X (17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637 (d)(4)).
- ___ (ii) Alternate I (Nov 2016) of 52.219-9.
- ___ (iii) Alternate II (Nov 2016) of 52.219-9.
- ___ (iv) Alternate III (Nov 2016) of 52.219-9.
- ___ (v) Alternate IV (Aug 2018) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- X (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- X (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

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

(26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

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

(28) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(ii) Alternate I (Feb 1999) of 52.222-26.

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

(ii) Alternate I (July 2014) of 52.222-35.

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

(ii) Alternate I (July 2014) of 52.222-36.

(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 (JAN 2019)

(22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

(34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

X (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

 X (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

 (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

 (ii) Alternate I (Oct 2015) of 52.223-13.

 (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

 (ii) Alternate I (Jun 2014) of 52.223-14.

 X (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

 (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

 (ii) Alternate I (Jun 2014) of 52.223-16.

 X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

 (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

 (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).

 (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

 (ii) Alternate I (Jan 2017) of 52.224-3.

 X (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

 (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

 (ii) Alternate I (May 2014) of 52.225-3.

 (iii) Alternate II (May 2014) of 52.225-3.

___ (iv) Alternate III (May 2014) of 52.225-3.

___ (48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (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).

___ (50) 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).

___ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

___ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

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

___ (56) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

___ (60) (i) 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).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

___ (iii) Alternate II (Feb 2006) of 52.247-64.

(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:

[Contracting Officer check as appropriate.]

- ___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)
- ___ (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- ___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C.206 and 41 U.S.C. chapter 67).
- ___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (6) 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).
- ___ (7) 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).
- ___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- ___ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- ___ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

(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.

- (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 (Jan 2019) (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) 52.204-25, Prohibition on Contracting for Certain Telecommunications

and Video Surveillance Services or Equipment. (AUG 2019) (Section

889(a)(1)(A) of Pub. L. 115-232).

(v) 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.

(vi) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(viii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(ix) 52.222-35, Equal Opportunity for Veterans (Oct 2019) (38 U.S.C. 4212).

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

(xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(xii) 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.

(xiii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiv) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xv) 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.)

(xvi) 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)

(xvii) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xix) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxi) 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).

(xxii) 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.

(xxiii) 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)

PROVISIONS

FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2018) ADDENDUM

Proposal Preparation Instructions

A. To assure timely and equitable evaluation of the proposal, the offeror shall follow the instructions contained herein. The proposal shall be complete, self-sufficient, and respond directly to the requirements of this solicitation. The response shall consist of two (2) separate parts; Part I – Price Proposal, and Part II – Technical Proposal.

B. The contracting officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the contracting officer will review this determination and if, in the contracting officer's opinion, adequate price competition exists no additional cost information will be requested and certification under FAR 15.406-2 will not be required. However, if at any time during this competition the contracting officer determines that adequate price competition no longer exists Offerors may be required to submit information other than cost or pricing data to support a determination of price reasonableness.

C. Specific Instructions:

- a) Send each Part in a separate email labeled as follows: 70Z08520RP4500400 Part 1 – Price Proposal from [insert Company Name] and 70Z08520RP4500400 Part 2 – Technical Proposal [insert Company Name]
- b) Part 1 – Price Proposal – no page limit.

c) Part 2 – Technical Proposal is limited to 15 Pages Maximum. Standard 8 1/2” by 11” page per reference submitted in times new roman 12 point font. Send in a word™ file (.doc).

D. Required Documents:

Each Offeror shall furnish the information required by the solicitation, which includes:

1. Completed and Signed SF Form 1449 with Offeror’s address, DUNS number, and other required information;
2. Any issued Amendments to the Solicitation, acknowledged and signed;
3. ATTACHMENT 1, Schedule of Supplies/Services – Price Schedule. Insert unit price in all CLINS listed in the schedule (see FAR 52.212-1 and 52.212-2 including Addendums);
4. Technical Capability Proposal (see FAR 52.212-1 and 52.212-2 including Addendums);
5. Pre-award Dry Dock Certifications and Pre-award Dry Dock Calculations;
6. Welding Certifications and Procedures;
7. List the names of ALL Sub-Contractor’s that your company intends to subcontract for the CLIN Item(s) listed in the Schedule of Supplies/Services.
8. Proof of Insurance (Statement of coverage from current insurance carrier); and
9. All provisions/clauses in this solicitation that require contractor response, including a completed copy of the provision at FAR 52.212-3 Offerors Representation and Certifications – Commercial Items OR Offeror’s must include a completed copy of FAR 52.212-3 with their proposal OR provide notice of registration at www.sam.gov.
10. Completed DHS 700-23 DHS Subcontracting Plan Review Checklist (Applicable to Large Businesses only).

E. PART I – PRICE PROPOSAL - Submit via email to Lee Thomas at Lee.F.Thomas@uscg.mil and courtesy copy to Ian Weiss at Ian.S.Weiss@uscg.mil.

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

(b) Return and sign any SF30 amendments that were issued.

(c) Completely fill-out the Price Schedule in excel™ (.xlsx). Insert proposed unit and extended prices in the Price Schedule. The extended amount must equal the whole dollar unit price multiplied by the number of units.

(d) Provide proof of enrollment in E-verify per clause FAR 52.222-54 – Employment Eligibility Verification.

(e) Complete the necessary fill-ins and certifications in provisions and return with proposal.

(f) Documents submitted in response to this solicitation must be fully responsive to and consistent with the following:

1. Requirements of the solicitation, the Specifications and any applicable government standards and regulations pertaining to this acquisition.
2. Evaluation Factors for Award.

F. PART II – TECHNICAL PROPOSAL - Submit via email to Lee Thomas at Lee.F.Thomas@uscg.mil and courtesy copy to Ian Weiss at Ian.S.Weiss@uscg.mil.

(a) The offeror shall provide Technical capability information (including federal, state, and local government and/or private) for efforts similar to the scope of work in this solicitation.

(b) Offerors shall use the work scope and schedule details provided in Price Schedule (ATTACHMENT 1) and Specification (ATTACHMENT 2) as the basis for the detailed information required in response to technical capabilities a, b, and c below.

(1) Offeror's Ability to Absorb Additional Task Orders: The Offeror shall demonstrate its ability to absorb additional Task Orders representing a 40% increase to work items identified within the first 45 days of USCGC POLAR STAR's arrival (04/13/2020) without impact to the overall completion date. Assume that the additional work per trade (Hull, Machinery, and Electrical) is proportional to the work in the specification, and that all material for such additional work is available within a reasonable amount of time. The Offeror shall demonstrate its strategy for mobilizing additional workforce both organically and subcontracted.

(2) Ability to Dry Dock the Vessel and Duration of Available Dry Dock Space: The Offeror shall demonstrate that it has pre-award drydocking certification as required by SFLC Std Spec 8634 and pre-award calculations as required by SFLC Std Spec 8634, and, if applicable, an alternate blocking arrangement. The Offeror shall provide confirmation that their docking schedule can accommodate a 45 day extension without undocking.

(3) Time Phase Sequencing of Work. Planning document for the first task order in graphical format shall be submitted to show:

(a) The overall period of performance for each CLIN Work Items 1 - 54, with start and stop dates of major sub-tasks.

(b) Due dates for critical inspection reports and any events requiring Coast Guard Inspector presence.

(c) All work item periods that require technical representative assistance.

(d) Critical paths with the number of days the critical paths can be delayed without affecting the sea trial completion date.

(c) Pre-Award Dry Dock Certifications and Calculations:

Offerors shall submit with their offer a (1) pre-award dry docking certification as required by SFLC Std Spec 8634, Paragraph 3.2.1 and 3.4.1.1 and provide (2) pre-award calculations, as required by SFLC Std Spec 8634, Paragraph 3.4.1.2 and Appendix A, A2.1 and as defined by paragraph A2.4.

Submission is required even if Offeror possesses a current certification. Note: Certifications older than 10 years require re-certification.

Certifications and calculations are a matter of responsibility; no award can be made until they are received and approved.

(d) Location of Offeror's Shipyard:

In order for the Contracting Officer to evaluate certain foreseeable costs to the Coast Guard, the Offeror 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 Offeror is cautioned that its failure to provide the name and location of its shipyard in the space provided below may result in its proposal being declared nonresponsive under the terms of a Request for Proposal.

Name and Location of the Offeror's Shipyard:

(1) FAR 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:

<https://www.acquisition.gov/?q=browsefar> .

(End of Provision)

(2) FAR 52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS AND STANDARDS AND COMMERCIAL ITEMS DESCRIPTIONS (JUN 1988)

a. Orders for U.S. Coast Guard Specification reference drawings and publications shall be placed within **10** days of the solicitation issue date. The request should identify the solicitation number and title.

b. Some references in Specification's "Consolidated List of References" are subject to Export Control limitations or have otherwise restricted distribution, and have been deemed "limited access" and "export controlled" packages.

In order to access these documents the contractor shall comply with and provide the following:

i. The contractor shall 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 <http://www.dla.mil/HQ/InformationOperations/Offers/Products/LogisticsApplications/JCP.aspx> . Current certification by JCP is required to be granted access to these packages by the USCG.

ii. The contractor shall complete and email the DHS 11000-6 Non-Disclosure Agreement form (Attachment 5) to Contract Specialist/Officer Lee Thomas at Lee.F.Thomas@uscg.mil and courtesy copy to Contracting Officer Ian Weiss at Ian.S.Weiss@uscg.mil.

The USCG will mail out the documents to the Offerors on a compact disc. Please provide mailing address and phone number to Contract Specialist/Officer Lee Thomas at Lee.F.Thomas@uscg.mil and courtesy copy to Contracting Officer Ian Weiss at Ian.S.Weiss@uscg.mil .

Once the contractor is in receipt of the drawings and publications they shall ensure that they comply with all applicable restrictions on viewing, sharing, downloading and distribution as applicable.

Drawing measurements should be verified by the Contractor prior to ordering materials.

(3) FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a commercial, Indefinite Delivery Indefinite Quantity (IDIQ) type contract with Firm Fixed Price (FFP) Task Orders resulting from this solicitation.

(4) FAR 52.233-2 SERVICE OF PROTEST. (SEPT 2006)

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Ian Weiss, U.S. Coast Guard, Surface Forces Logistics Center-CPD-C&P2, LREPL, 2401 Hawkins Point Road, Building 88-2, Baltimore, MD 21226-1792.

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

(End of provision)

(5) RESPONSIBILITY

1. The Government reserves the right to perform Pre-award surveys for the purpose of further confirming the capabilities of the Offerors.

2. The Offerors must be determined responsible in accordance with the standards of Federal Acquisition Regulation (FAR) Subpart 9.1 to be eligible for award.

(6) NOTICE OF PREAWARD SURVEY

1. Offerors are advised that the Government may contact potential Contractors to ascertain their capabilities to perform the work specified in this solicitation. In addition to financial statements and credit rating checks, the Government may visit a prospective Contractor's facility(s). Areas of interest on this survey may include, but are not limited to the following:

- (a) Performance plans
- (b) Quality assurance and control plans
- (c) Personnel recruitment and training plans
- (d) Workload factor for manpower utilization
- (e) Management plan for handling peak workloads
- (f) Production capability.
 - a. Plant facilities and equipment
 - b. Purchasing and subcontracting

- c. Labor resources
- d. Performance record
- e. Ability to meet delivery schedules
- (g) Environmental/energy considerations
- (h) Plant safety
- (i) Technical and/or professional abilities
- (j) Accounting systems
- (k) Security clearance
- (l) Government property control

(7) DHS NOTICE TO OFFERORS

It is DHS policy that pricing for competitive negotiations should be based on adequate price competition. However, in the event only one responsible offer is obtained as a result of this solicitation, that Offeror may be required to submit Data Other Than Certified Cost or Pricing Data (FAR 15.403-3) to support price negotiations.

In the event Data Other Than Certified Cost or Pricing Data is determined to be necessary, the information identified in FAR 52.215-20 Alt IV may be required.

(8) FAR 52.215-20 ALT IV REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010)

- (a) Submission of certified cost or pricing data is not required
- (b) Provide Information described below:

REQUEST FOR INFORMAL COST BREAKDOWN

It is requested that you provide a breakdown of your costs, to include but not be limited to, those items identified in the sample format below:

- Trade, (i.e. laborers, rigger, etc.)
- Breakdown of labor grades by trade category
- Man-hours per trade, per labor grade
- Cost/hour/trade
- Supplies/materials (description & cost of each)
- Sub-total
- Pension Plans
- Overhead at a rate of _____ %
- Profit at a rate of _____ %
- Total for item _____

(9) INSPECTION OF CUTTER PRIOR TO SUBMISSION OF PROPOSALS

The objective of a ship check is to provide vendors the opportunity to physically witness and make inquiries about the USCGC POLAR STAR before submitting a proposal. Prospective Offerors are encouraged to visit the Cutter and visually inspect each item of work and to become acquainted with conditions, locations of items and fixtures, removals, replacements, interference and the nature of work. Costs of attendance are solely born by the attendee/s. Note that the USCGC POLAR STAR may not be available for ship checks and the Government is not liable for any cancellations or change in availability dates.

Registration: Register with and confirm dates and location for attendance with LCDR Ashley Stone via e-mail at Ashley.D.Stone@uscg.mil. Add Lee.F.Thomas@uscg.mil and Ian.S.Weiss@uscg.mil to the e-mail as a courtesy copy.

Please provide the following information in your email request:

- Company Name and Address
 - Company DUNS number
 - Primary NAICS
 - Name, Title and Telephone Number for company representative attending
 - Business size: Large or Small
 - Small Business Type: Small Business, Small Disadvantaged Business, Women-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Historically Underutilized Business Zone Small Business
 - Please identify if there are any individuals requiring special needs access.
- Note that non-U.S. citizen attendees require special approval by DHS and are to provide the requested information upon registration.

Please Note:

- a) Space will be limited at the venue and attendance will be limited to registered attendees. Attendees must present a valid picture ID, such as passport or driver's license, at registration check-in.
- b) No filming, video or audio recording is permitted during the ship check. Picture taking is allowed.
- c) Any materials presented or discussed at the ship check will be for informational purposes only and should not be construed as a commitment by USCG to enter into any agreement with any entity who participates in the ship check, as a commitment to issues within the USCG concerning the subject of notice, or as a request for proposal.

d) Failure to inspect the Cutter will not relieve the Offeror from the responsibility for properly estimating the difficulty or cost of successfully performing the work.

e) The Government assumes no responsibility for any representations concerning conditions made by any of its officers, agents, or employees before execution of the contract unless included in the solicitation documents incorporated therein or amendments thereto.

(10) WELDING CERTIFICATIONS AND QUALIFICATIONS

This solicitation may contain welding line items as Work Items. After award the Contractor shall provide the necessary welding certifications and qualifications as required by the specification for the applicable work item(s), Standard Specification 0740 STD. Furthermore, 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.

(End of FAR 52.212-1 Addendum)

FAR 52.212-2 EVALUATION-COMMERCIAL ITEMS (OCT 2014) ADDENDUM

A. GENERAL INFORMATION

(1) The Government intends to evaluate proposals and award without discussions with Offerors. Therefore, each initial offer shall contain the Offeror's best terms from a price standpoint. The Government reserves the right to conduct discussions, if determined necessary by the Contracting Officer.

(2) The Government will award a contract resulting from this solicitation to the responsible, Lowest Price Technically Acceptable offeror. The following factors shall be used to evaluate offers:

- (1) PRICE
- (2) TECHNICAL CAPABILITY

(3) Proposals will be evaluated initially independently of the price to determine the Offerors' likelihood of successfully meeting the Government's requirement set forth in the solicitation. The Government may make a final rating determination based on the proposal as submitted without requesting any further information.

FACTOR 1 – PRICE

Evaluation Criteria: The Offeror’s completed price schedule shall represent the best price in response to the RFP. The price shall be evaluated to determine fairness and reasonableness.

The total evaluated price of each offeror will be determined by totaling the proposed prices of all CLIN Work Items, plus the proposed prices of all Additional CLIN pricing items multiplied by estimated quantities to calculate the extended total (Additional CLIN pricing items include the composite labor hour rate and lay days), plus foreseeable costs. While Additional CLIN pricing items are included in the total evaluated price, it is for evaluation purposes only. Additional CLIN pricing items may or may not ultimately be awarded during contract performance. Foreseeable costs are purely for evaluation purposes and never awarded.

- (1) CLIN 0001 WORK ITEMS (1-54): These are the items, which, if there is an award at all, may be awarded. The proposal shall be evaluated to include the price for each work item.
- (2) ADDITIONAL CLIN PRICING ITEMS (O-00A – O-00T) (Offeror to include COMPOSITE LABOR HOUR RATE and LAY DAYS): The offer shall be evaluated to include the offer price these items multiplied by the estimated quantity provided in the Price Schedule.
- (3) FORESEEABLE COSTS: The Contracting Officer will evaluate certain foreseeable costs that will vary with the location of the commercial shipyard to be used by bidders/offerors under this solicitation. Costs will be calculated based on the bidder's/offeror's shipyard location and these costs will be added, for the purposes of evaluation only, to the bidder's/offeror's overall price.

Offeror’s price shall represent the best price in response to the request for proposal. The price shall be evaluated to determine fairness and reasonableness. Award may be made without any type of discussions or negotiations.

The Government expects that this contract will be awarded based upon adequate price competition. However, in order to determine that offered prices are fair and reasonable, the Government reserves the right to request that the Offeror provide cost breakdowns to support quoted prices; the Government reserves the right to require the submission of Other Than Certified Cost or Pricing Data as deemed necessary to arrive at a fair and reasonable price.

FACTOR 2 – TECHNICAL CAPABILITY

Evaluation Criteria: A rating shall be assigned to each Sub-Factor of Technical Capability Proposal as defined under the table below:

TECHNICAL ACCEPTABLE/UNACCEPTABLE RATING METHOD	
Ratings	Description
Acceptable	Proposal meets the requirements of the solicitation.
Unacceptable	Proposal does not meet the requirements of the solicitation.

Each sub-factor will be assigned a rating of technically acceptable (meets the requirements of the solicitation) or technically unacceptable (proposal does not meet the requirements of the solicitation). **Any offeror receiving one or more technically unacceptable ratings during the evaluation will result in a technically unacceptable proposal overall, which will result in that proposal not being eligible for award.** Sub-factors are:

- (1) Sub-Factor 1 – Offeror’s Ability to Absorb Additional Task Orders: The Offeror shall demonstrate its ability to absorb additional Task Orders representing a 40% increase to work items identified within the first 45 days of USCGC POLAR STAR’s arrival (04/13/2020) without impact to the overall completion date. Assume that the additional work per trade (Hull, Machinery, and Electrical) is proportional to the work in the specification, and that all material for such additional work is available within a reasonable amount of time. The Offeror shall demonstrate its strategy for mobilizing additional workforce both organically and subcontracted.
- (2) Sub-Factor 2 – Ability to Dry Dock the Vessel and Duration of Available Dry Dock Space: The evaluation will assess the Offeror's pre-award drydocking certification and pre-award calculations, and, if applicable, an alternate blocking arrangement and docking schedule extension. The Offeror will be evaluated as technically acceptable if (i) they have a valid certification, and (ii) the pre-award calculations prove the safe docking evolution can be accomplished as required by SFLC Std Spec 8634, and (iii) dry dock within 72 hours after vessel has arrived at the Contractor’s facility until work completion, and (iv) the Offeror confirmed its docking schedule can accommodate a 45 day or greater extension without undocking. The Offeror will be evaluated as technically unacceptable if (i) they do not have a valid certification, or (ii) pre-award calculations do not prove the safe docking evolution can be accomplished as required by SFLC Std Spec 8634, or (iii) will not dry dock within 72 hours after vessel has arrived at the Contractor’s facility until work completion, or (iv) the Offeror did not confirm that its docking schedule can accommodate a 45 day or greater extension without undocking. A failure on any one of the four listed elements may result in a technically unacceptable rating for this sub-factor.

Note: According to SFLC Std Spec 8634 3.5.2.3: “The Contractor shall dock the vessel within 72 hours after the vessel has arrived at the Contractor’s facility. Except in the case where a pre-docking shaft alignment check shall be performed. When a pre-docking shaft alignment is performed, ensure that the vessel is drydocked within 120 hours after arrival.”

- (3) Sub-factor 3 – Time Phase Sequencing of Work: The evaluation will assess the Offeror's ability to plan the availability with milestones, clearly identified important dates, a critical path at each point in the availability, and dependency between work items. The Offeror will be evaluated as technically acceptable for this subfactor if the Offeror’s proposal demonstrates that the time phase sequencing can be accomplished and all interdependencies between work items are accurately accounted in the schedule. The Offeror will be evaluated as technically unacceptable for this subfactor if the Offeror’s

proposal indicates that the time phase sequencing cannot be accomplished or all interdependencies between work items are not accurately accounted for in the schedule.

B. 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 Offerors shipyard and are added to the Offeror's overall bid price or price proposal 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 Seattle, WA 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 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 \$351.90 per nautical mile. The number of nautical miles to transit between the Offerors 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 mile radius of the homeport. If the contractor's facility is outside of a 50 road mile radius of the vessel's homeport (Seattle, WA)

(i) Family Separation Allowance for 45 personnel in accordance with Family Separation Allowance of \$8.33 per day for 121 days as listed under DFAS.mil; Pay & Allowance; Family Separation Allowance are entitled to Family Separation Allowance. This entitlement is calculated from the date that the vessel leaves the home port to transit to the Offeror's shipyard and the planned date of return to home port after completion of repairs or equipment installation. See U.S. Coast Guard Pay Manual, COMDTINST M7220.29, Chapter 3-F.

(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 Travel Regulations (JTR), 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 two (2) home port visit(s) during the performance of this contract. The vessel has 45 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 bids/proposals. 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. See Joint Travel Regulations (JTR), Chapter 7, Part X, paragraph U7615.

(3) Travel and Per Diem Costs: If the contractor's facility (proposed place of performance) is outside of a 50-road mile radius of the vessel's homeport (USCG Base Seattle)

(i) There will be a transportation cost for four (4) US Coast Guard Representatives (one (1) Contracting Officer's Representative (COR) and three (3) Port Engineer Staff) for eight (8) round trips between the COR's official duty station (Seattle, WA) and the contractor's offered place of performance. 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 bids/proposals. 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. See Joint Travel Regulations (JTR), Chapter 7, Part X, paragraph U7615.

(ii) There will be a per diem expense for one hundred and twenty-one (121) calendar days to support three (4) US Coast Guard Representatives (one Contracting Officer's Representative (COR) and three Port Engineer Staff) while in the city of the place of contract performance, to be determined in accordance with the Joint Travel Regulations (JTR). The cost of POC will also be included.

(iii) There will be a transportation cost for one (1) Contracting Officer for four (4), three (3) day round trips between the Contracting Officer's official duty station (Seattle, WA) and the contractor's offered place of performance. 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 bids/proposals. 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. See Joint Travel Regulations (JTR), Chapter 7, Part X, paragraph U7615.

(iv) There will be per diem and rental car expense for twelve (12) calendar days to support one (1) Contracting Officer while in the city of the place of contract performance, to be determined in accordance with the Joint Travel Regulations (JTR).

(v) There will be transportation cost for eight (8) Coast Guard Maintenance Augmentation Team (MAT) technicians for six (6) round trips between the MAT's official duty station (Seattle, WA) and the contractor's offered place of performance. 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 bids/proposals. 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. See Joint Travel Regulations (JTR), Chapter 7, Part X, paragraph U7615.

(vi) There will be per diem and rental car expense for one hundred and twenty-one (121) calendar days to support eight (8) Coast Guard Maintenance Augmentation Team (MAT)

technicians while in the city of the place of contract performance, to be determined in accordance with the Joint Travel Regulations (JTR).

(vii) Crew Dining and Lodging: There will be a dining and lodging cost for 45 crew members while in the city of the place of contract performance for the estimated performance period 121 days. The cost of hotel and meals and incidentals expenses (M&IE) shall be calculated in accordance with the Federal Travel Regulations (FTR). If the contractor's facility is less than 50 road miles from the cutter's homeport (Seattle, WA), Crew Dining and Lodging will not apply.

(End of Provision)

(End of FAR 52.212-2 Addendum)

**FAR 52.212-3 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS –
COMMERICAL ITEMS (OCT 2018) ALTERNATE 1 (OCT 2014) ADDENDUM**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(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. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(6) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(7) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the Offeror, or that owns or controls one or more entities that control an immediate owner of the Offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the Offeror, that has direct control of the Offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“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 pursuant to 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)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

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

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

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern—

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

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

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

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

(b)

(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs __. [Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the Offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The Offeror represents as part of its offer that it is, is not a small business concern.

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

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The Offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents that it is, is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the Offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The Offeror represents that—

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The Offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The Offeror represents that—

(i) It is, is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The Offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the Offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents that it is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business Offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by Offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The Offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the

HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the Offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[*The Offeror shall check the category in which its ownership falls*]:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The Offeror represents that --

(i) It has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not, filed all required compliance reports.

(2) *Affirmative Action Compliance*. The Offeror represents that --

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the Offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Offeror with respect to this contract, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Offeror need not report regularly employed officers or employees of the Offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The Offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The Offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The Offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The Offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for

such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its principals--

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

(2) 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 Federal, state or local government 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; and

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

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

(B) *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) Examples.

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

be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the Offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The Offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The Offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the Offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the Offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the Offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The Offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the Offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The Offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the Offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the Offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the Offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the Offeror if the Offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).* (Not applicable if the Offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All Offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan.* By submission of its offer, the Offeror certifies that the Offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that—

(i) It [] is, [] is not an inverted domestic corporation; and

(ii) It [] is, [] is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

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

(2) *Representation and Certification.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the Offeror—

(i) Represents, to the best of its knowledge and belief, that the Offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the Offeror, or any person owned or controlled by the Offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the Offeror, and any person owned or controlled by the Offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The Offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it has or does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

Yes or No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: _____

Highest level owner legal name: _____

(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) 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 and 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

(ii) 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.

(2) The Offeror represents that--

(i) 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

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

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it is or is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code _____(or mark “Unknown).

Predecessor legal name: _____.
(Do not use a “doing business as” name).

(s) Reserved.

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require Offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [*Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)*].

(i) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked ``does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported: _____.

(u)

(1) In accordance with 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), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance

of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)

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

Covered telecommunications equipment or services, Critical technology, and Substantial or essential component have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. Contractors are not prohibited from providing--

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

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

(c) Representation. The Offeror represents that--

It [] will, [] 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.

(d) Disclosures. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer--

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of Provision)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)

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

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

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. The Contractor is prohibited from providing to the Government any equipment, system, or service 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing--

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

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

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical

technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if

known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to

prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of Clause)

FAR 52.209-7 – Information Regarding Responsibility Matters (OCT 2018)

((a) Definitions. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It

does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) Disclosure. The Offeror under this solicitation represents that [Check one]:

___ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

___ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

___ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of provision)

(End of FAR 52.212-3 Addendum)