

## NOTICE FOR FILING AGENCY PROTESTS

### United States Coast Guard Ombudsman Program

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

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

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

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

COMMANDANT (CG-9131)  
U S COAST GUARD  
OMBUDSMAN PROGRAM FOR AGENCY PROTESTS  
EMAIL: [OPAP@uscg.mil](mailto:OPAP@uscg.mil)  
Fax: 202-372-8447  
Phone: 202-475-5786

More information about the Ombudsman Program for Agency Protests (OPAP) can be found at <http://www.uscg.mil/acquisition/business/ombudsman.asp>

Alternative Point of Contact:  
United States Coast Guard Surface Forces Logistics Center Attn: Sarah Thompson  
2401 Hawkins Point Road, Baltimore MD 21226  
Email: [Sarah.E.Thompson2@uscg.mil](mailto:Sarah.E.Thompson2@uscg.mil)

## ***SECTION B - SUPPLIES AND PRICES***

### ***B.1 GENERAL***

This is a solicitation for commercial items prepared in accordance with the format in Federal Acquisition regulation (FAR) Subpart 12.6, Streamlined Procedures for Evaluation and Solicitation for Commercial Items with elements of Part 15, Contracting by Negotiation.

This solicitation is used as a Request for Proposal (RFP) under number 70Z08520RP45F0300. This solicitation document and incorporated provisions and clauses in effect through Federal Acquisition Circular 2019-05, effective 12 July 2019. This is a total Small Business set-aside. The NAICS Code applicable to this procurement is 336611 Shipbuilding and Repairing with a size standard of 1,250 employees for the requirement. The contract will be awarded on a firm-fixed-price basis. To receive an award, the Contractor must be registered in the System for Award Management (SAM) [www.sam.gov](http://www.sam.gov).

**PLEASE NOTE: PROPOSALS THAT DO NOT INCLUDE ALL REQUIRED DOCUMENTATION  
MAY NOT BE CONSIDERED FOR AWARD.**

### ***SCHEDULE OF SUPPLIES/SERVICES:***

Please reference **Attachment (1) Schedule of Supplies and Services**.

### ***DESCRIPTION OF WORK:***

This is an RFP for the Fiscal Year (FY) 20, Fiscal Quarter (FQ) 1 Dry-Dock Repairs of United States Coast Guard Cutter (USCGC) JAMES (WMSL 754) home moorage in North Charleston, SC. This requirement is for dry-dock repairs aboard USCGC JAMES consisting of items in accordance with the attached specification, **Attachment (2) USCGC JAMES (WMSL 754) Specifications for Drydock Repairs FY2020**. Scope of work shall include ship repair and associated support work, and may include work that is not currently listed as Definite or Optional Items. A full list of contract line item numbers and items, quantities, and units of measure, including options, is included as **Attachment (1)**. The Contractor shall furnish all the necessary labor, material services, equipment, supplies, power, accessories, facilities and such other things as are necessary, except as otherwise specified, to perform dry-dock repairs in accordance with the solicitation, and attached specification. Failure to read the specification in their entirety will not relieve the Offeror from the responsibility for properly estimating the difficulty or price of successfully performing the work. Failure to do so will be at the Offeror's risk. All proposals submitted in response to this solicitation shall stand firm for 90 calendar days from the close date of the solicitation. Notwithstanding SFLC Standard Spec 0000, Paragraph 3.3.5, the contractor shall not elect work around any interferences without first obtaining the written consent of the COR.

### ***B.2 CONTRACT TYPE:***

This solicitation is an RFP that will result in the award of a Firm Fixed Price contract solicited under FAR Part 12 Acquisition of Commercial Items with elements of FAR Part 15 Contracting by Negotiation, subject to availability of funds.

### ***B.3 CONTRACT PERIOD OF PERFORMANCE:***

The performance period for this requirement shall commence on **17 November 2019 and shall end no later than 14 February 2020**. In accordance with SFLC Standard Specification 8634 (Jan 2009, paragraph 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 dry-docked within 120 hours after arrival.

***B.4 PLACE OF PERFORMANCE:***

All work under this contract will be performed at the Contractor's provided dry-dock facility which has been certified in accordance with SFLC Standard Specification 8634, Jan 2009. The work to be performed on the cutter shall not be performed at any other location unless the Contracting Officer approves a change in location in writing, in advance. There is NO geographical restriction under this requirement. **The Contractor must specify in the Provision FAR 52.215-6 Place of Performance the location of the facility where work is to be performed. If Contractor plans on using different shipyard, the Contractor must state the location for the cutter will have the work performed. If this provision is not completed, the submission may be considered non-responsive.**

***B.5 GEOGRAPHIC RESTRICTIONS:***

There is NO geographical restriction under this requirement.

***B.6 QUESTIONS AND REQUEST FOR DRAWINGS:***

Requests for drawings must be submitted to **Matthew L. Jovinelli (E: Matthew.L.Jovinelli@uscg.mil, P: (410) 762-6196) and Sarah Thompson (E: Sarah.E.Thompson@uscg.mil, P: (410) 762-6171) no later than 1800 EST Monday 26 August 2019.** Questions related to the solicitation must be submitted to **Matthew L. Jovinelli (E: Matthew.L.Jovinelli@uscg.mil, P: (410) 762-6196) and Sarah Thompson (E: Sarah.E.Thompson@uscg.mil, P: (410) 762-6171) no later than 1000 EST Monday 9 September 2019.** After this date further requests may not be accepted due to time constraints. Keep in mind that any questions that are important, such as those that create needed changes to the specification, will still be addressed regardless of the time it was received. A determination will be made as to whether the change dictates an extension to the solicitation closing date and deadline for questions. It is strongly encouraged to submit any questions utilizing **Attachment (4), Request for Information Form.** All questions and replies will be posted on FBO on a SF30.

**Access to Export Controlled Drawings:** Some references listed in this solicitation Specification, under "Consolidated List of References" are subject to export control limitations, otherwise restricted distribution, have been deemed "limited access," and "export controlled" documents. In order to access these documents, vendors must be certified as a US or Canadian contractor in the Joint Certification Program (JCP), administered by the Defense Logistic Information Service (DLIS). Instructions and procedures for being certified by JCP can be found at <https://www.dla.mil/HQ/LogisticsOperations/Services/JCP/>. Only those Contractors that have current certification by JCP will be granted explicit access to these packages by the United States Coast Guard. When requesting drawings, Contractors must include their JCP Certification Number.

In accordance with COMDTINST M5260.6A, Management of Scientific and Technical Information (STINFO), potential offerors will also be required to complete, sign, and submit Attachment (6), Non-Disclosure Agreement to Matthew L. Jovinelli (E: Matthew.L.Jovinelli@uscg.mil, P: (410) 762-6196) in order to request the drawings associated with this requirement.

***B.7 PROPOSAL DUE DATE:***

Proposal must be submitted no later than **1800 EST Friday 20 September 2019.** Quotations must be sent via email to the following individuals:

- **Contract Specialist: Matthew L. Jovinelli, E: Matthew.L.Jovinelli@uscg.mil, P: (410) 762-6196**
- **Contracting Officer: Sarah Thompson, E: Sarah.E.Thompson2@uscg.mil, P(410) 762-6171**
- **Section Chief: Anthony Reyes, E: Anthony.Reyes@uscg.mil, P: (510) 637-5906**

**An Offeror that fails to meet any due date will be considered “late” in accordance with FAR 52.212-1(f). Follow up emails should be sent by the vendor to ensure proposal was received. It is strongly recommended that Offerors follow-up via phone call in order to confirm with Matthew L. Jovinelli that the proposal and all of its required documentation has been received.**

**An Offeror that fails to provide all the required documentation may be considered to have delivered an incomplete proposal and may NOT be considered for award.**

Offerors are advised that some of the drawings, diagrams, and reports that are provided with this solicitation are for information use only. The USCG does not warrant the accuracy of this information. This is the best information available to the USCG and is provided to the offerors to assist them in preparing their competition proposals.

(End of Section B)

## **SECTION C - CONTRACT CLAUSES**

### **C.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE**

<b>Clause</b>	<b>Clause Title</b>	<b>Date</b>
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transaction	OCT 2010
FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
FAR 52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
FAR 52.212-1	Instructions to Offerors -- Commercial Items	OCT 2018
FAR 52.212-4	Contract Terms and Conditions -- Commercial Items	OCT 2018
FAR 52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data- Modification	OCT 2010
FAR 52.223-3	Hazardous Material Identification and Material Safety Data	JAN 1997
FAR 52.228-5	Insurance – Work on a Government Installation	JAN 1997
FAR 52.229-3	Federal, State, and Local Taxes	FEB 2013
FAR 52.232-18	Availability of Funds	APR 1984
FAR 52.242-2	Production Progress Reports	APR 1991
FAR 52.242-15	Stop-Work Order	AUG 1989
FAR 52.242-17	Government Delay in Work	APR 1984
FAR 52.245-1	Government Property Alternate 1	JAN 2017
FAR 52.245-9	Use and Charges	APR 2012
FAR 52.246-2	Inspection of Supplies – Fixed Price	AUG 1996
FAR 52.246-4	Inspection of Services – Fixed-Price	AUG 1996
FAR 52.246-16	Responsibility for Supplies	APR 1984
FAR 52.247-55	F.O.B. Point for Delivery of Government Furnished Property	JUN 2003
HSAR 3052.211-70	Index of Specification	DEC 2003
HSAR 3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work	DEC 2003
HSAR 3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility	DEC 2003
HSAR 3052.222-90	Local Hire	JUN 2006
HSAR 3052.223-90	Accident and Fire Reporting	DEC 2003

### **C.2 FAR CLAUSES IN FULL TEXT**

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

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

(End of clause)

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

***INVOICE SUBMISSION PROCESS:***

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

- (A) The Government will make payment under this contract based on a percentage or stage of completion. The Contractor may invoice each contract line item (CLIN) as work progresses. The amount invoiced shall be calculated based on those prices stipulated in the contract Schedule of Supplies/Services as follows:
- (B) A CLIN may not be invoiced until the percentage complete reaches 25 percent. Future invoices for that CLIN have no limitation as to the percentage of completion required before invoicing. (The minimum percentage of completion (25%) to be reached prior to billing each CLIN may be waived by the Contracting Officer on a case by case basis for large dollar CLINS.)
- (C) In addition to the information required by FAR 52.212-4 (g) Invoices shall include:
  - 1) Contract Number, Delivery Order/Task Order Number, DOC Number
  - 2) Name and Address of the Contractor
  - 3) Invoice Number and Invoice Date
  - 4) DUNS Number
  - 5) Name of the Contract Specialist and Contracting Officer's
  - 6) Invoice Routing Code (IRC): **SFLC-2**
  - 7) Indicate Small Business Status
  - 8) Indicate if Final Invoice, the Contractor's final invoice submitted under the contract must be marked as follows: "THIS INVOICE CONSTITUTES THE FINAL INVOICE – UPON PAYMENT OF THIS INVOICE NO OTHER MONIES ARE DUE UNDER CONTRACT NUMBER (to be assigned upon contract award).
  - 9) The percentage of completion for each CLIN identified;
  - 10) Vessel name
  - 11) The overall percentage and dollar amount previously billed, currently billed and unbilled,
  - 12) Shipping and Payment Terms
  - 13) Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice.

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

- 2. The Contractor shall forward invoices via e-mail: Matthew.L.Jovinelli@uscg.mil and Charles.T.Ehret@uscg.mil or in person to the Contracting Officer's Technical Representative (COTR).
- 3. The COR shall review and verify invoices, sign the invoice and return the invoice to the Contractor.
- 4. The Contractor shall complete the Contractor Invoice Submission Form (listed below).
- 5. 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:  
[https://www.fincen.uscg.mil/centralinv/central\\_inv\\_contr.cfm](https://www.fincen.uscg.mil/centralinv/central_inv_contr.cfm)

**Contractor Invoice Submission Form**

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

Note: Web-Invoices are accepted only for Coast Guard Contracts over the Simplified Acquisition Threshold (Document Type 2)

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

Invoice Information	
Invoice Routing Code: <input type="text" value="SFLC-2"/> (help)	Invoice Number: <input type="text"/> (help)
Contract Number: <input type="text"/> (help)	Invoice Date: <input type="text" value="MM/DD/YY"/> (help)
BPA Number: <input type="text"/> (help)	Invoice Amount: <input type="text" value="0.00"/> (help)
Delivery/Task Order Number: <input type="text"/> (help)	Discount Terms: <input type="text" value="00.00%"/> %
	Discount Days: <input type="text" value="0"/> Net Days: <input type="text" value="30"/> (help)
Company Information	
Attachment of Official Invoice	
Company Name: <input type="text"/> (help)	<p>Please verify your entry on the next page. <b>Attach invoice</b> and any supporting documentation <b>after verification</b>.</p> <ul style="list-style-type: none"><li>Attachment must be a <b>single PDF file no larger than 3 MB</b>. Grey-scale PDFs are not compatible. <b>This will be our official invoice</b>. Supporting documentation must be combined in the single PDF file or submitted to your contracting office separately via email.</li><li>Need help creating a PDF file? <a href="#">Click here for instructions</a>.</li></ul>
DUNS: <input type="text"/> Plus 4: <input type="text"/> (help)	
Point of Contact Name: <input type="text"/> (help)	
Point of Contact Email: <input type="text"/> (help)	
Phone: <input type="text"/> (help) Fax: <input type="text"/> (help)	
<div>Verify Reset</div>	

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

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

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

LT Corrine E. Wright: Corrine.E.Wright@uscg.mil  
Matthew L. Jovinelli: Matthew.L.Jovinelli@uscg.mil

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



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

***FURTHER CONSIDERATIONS WITH INVOICING:***

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

(1) On the later of:

- (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
- (iii) The seventh day after the date on which the property is actually delivered or performance of the services is actually completed; unless—
  - a) The agency has actually accepted the property or services before the seventh day in which case the acceptance date shall substitute for the seventh day after the delivery date; or
  - b) A longer acceptance period is specified in the contract, in which case the date of actual acceptance or the date on which such longer acceptance period ends shall substitute for the seventh day after the delivery date;

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

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

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

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

The Data Universal Numbering System (DUNS) number is the primary identifier in System for Award Management (SAM), formally known as Central Contractor Registration (CCR), (see FAR 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)). Contractors are located and identified in SAM by their DUNS number. Therefore, to facilitate payment, the DUNS number shall be recorded on every invoice submitted to the U.S. Coast Guard.

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

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



***PROGRESS PAYMENTS:***

- A. The Contractor may invoice requesting progress payments without discount, other than any prompt payment discount offered, not more frequently than every two weeks.
- 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 thereby 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 amount due upon completion and acceptance of all work under this contract.

***FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS CONTRACTORS (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.

***ACCESS TO VESSEL***

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

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

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

Please do not hesitate to contact any of the personnel on the email lists below with questions for the required forms for submission regarding access to the USCGC JAMES:

<b>Person</b>	<b>Email</b>	<b>Phone</b>	<b>Responsibility</b>
Matthew L. Jovinelli	Matthew.L.Jovinelli@uscg.mil	(410) 762-6196	Contract Specialist
LT Corrine E. Wright	Corrine.E.Wright@uscg.mil	(843) 740-7096	WMSL QA
LTJG Charles T. Ehret	Charles.T.Ehret@uscg.mil	(843) 740-7096	Port Engineer

### ***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 the offeror on other contemplated work, admission to the Contractor's facilities and access to the vessel without any further request for indemnification from any party, which has not been previously included in the contract price.

### ***ACCESSIBILITY OF CONTRACTOR'S FACILITY***

The Contractor shall provide a facility accessible from a navigable waterway at which a ship of the characteristics described in the attached specification can, using its own propulsion, safely arrive, lie afloat and depart at all states of the tide and at any time day or night. The facility and its approaches shall have a minimum water depth of 22 feet and a minimum vertical clearance of 150 feet.

### ***SECURITY REQUIREMENTS***

(a) For each affected Coast Guard facility, the Contractor shall provide a list of all on-site personnel, including subcontractors (including second and third-tier subcontractors) and suppliers, to the Contracting Officer. The contractor shall update this list when changes occur. Contractor personnel not listed may be denied access to the Coast Guard facility. Contractor personnel will be restricted to designated working areas. Any personnel violating this policy may lose access to the Coast Guard facility. Contractor personnel shall have photo identification at all times while working on Coast Guard facilities.

(b) Contractor and delivery personnel may be required to present personal photo identification to gain access to a Coast Guard installation. If identification does not indicate United States citizenship, Coast Guard Security may require proof of the legal right to work in the United States. Contractor and delivery personnel also may be subjected to an immigration status and outstanding criminal warrants check.

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

### ***HAZARDOUS WASTE***

Contractors performing dockside ship repair work at Government facilities are required to comply with FAR 52.223-3, Hazardous Material Identification and Material Safety Data (JAN 1997) Alt I, the U.S. Coast Guard shipboard hazardous waste policy, as prescribed in COMDINST M16478.1B, and MLCA standard specifications. Disposal of all hazardous wastes shall be performed by the Contractor and the Contractor shall meet all federal and state requirements. The Contractor is also required to submit an acceptable hazardous waste management plan to the Port Engineer/Contracting Officer's Representative at the arrival conference. The plan will be reviewed by the facility hazardous waste manager. An acceptable plan must address, at a minimum, the following requirements:

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

The Contractor shall note the local environmental regulations in the city where work will be performed, are more stringent than in many jurisdictions. As with all environmental regulations, it is the Contractor's responsibility to research, prepare for, and comply with, the local and state regulations.

All waste generated under the performance of this contract shall be disposed under the applicable ISC North Charleston, SC EPA hazardous waste generator ID number. The Contractor shall notify the Contracting Officer's Representative (COR) 24 hours prior to any waste removals, and ensure that waste removals are conducted during normal business hours (0800-1600) on Monday through Friday (excluding holidays). All hazardous waste manifests shall be reviewed and signed by ISC North Charleston, SC hazardous waste personnel. The point of contact for environmental issues is Mr. Michael J. Wachowski (e-mail address: Michael.j.wachowski@uscg.mil, phone no.: (843) 720-7703), the Environmental Protection Specialist at ISC North Charleston, SC.

#### ***VOLATILE ORGANIC COMPOUNDS (VOC) REGULATIONS***

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

***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 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.

***INSPECTIONS***

Except as specified elsewhere, the USCG 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.

***GROWTH WORK***

**(a) The Contractor shall not perform growth work without the Contracting Officer's authorization.** Growth work is work within the scope of the contract, which has not been previously priced as a pre-priced CLIN. The Contracting Officer reserves the right to contract for growth work on the basis of a negotiated, firm, fixed price, when it is in the best interest of the Government. If a firm-fixed price contract is awarded, and during the performance period a repair within scope is identified but the Contracting Officer and Contractor are unable to agree on the cost of the work, a bilateral modification may be incorporated into the contract. Scope of services shall include ship repair and associated support work, and may include work that is not currently listed as Definite or Optional Items.

(b) The Contractor shall furnish a price breakdown directly to the Contracting Officer, itemized as required by the Contracting Officer, of any proposal submitted for a contract modification. Unless otherwise directed, the breakdown shall be submitted on an SFLC 002 proposal form provided at the arrival conference permitting an analysis of all materials, labor, equipment, subcontract, overhead costs, and profit covering all work involved in the change/modification whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by a separate, similar price breakdown. If the proposal includes a request for a time extension, justification shall be furnished with the proposal.

(c) This clause is to be used in conjunction with the clause COMPOSITE LABOR RATE incorporated into this solicitation. The Contractor is required to have and/or furnish all tools and equipment incidental to each bench trade. Supplies such as wiping rags, hacksaw blades, sandpaper, welding wire, helium, etc., are also to be furnished by the Contractor and shall be included in the Composite Labor Rate. Other materials are to be charged at regular rates and prices currently in effect and as agreed to by the Contracting Officer. Material shall be best commercial quality available except where a precise specification is indicated in which case the specification shall apply, e.g., MILSPEC, FEDERAL SPEC.

## ***DISCOVERIES AND CHANGES TO CONTRACT:***

Work requests can be transmitted electronically by using email. The bullets below display the process of how work requests are to be followed during the availability:

The work request process will occur in the following order:

1. Condition Found Report (CFR): Generated by the Contractor and provided to Contracting Officer's Representative (COR).
2. Condition Found Report Reply (CFRR): Generated by the COR and provided to Contractor.
3. Change Request: Change Requests and the Independent Government Cost Estimate (IGCE) are generated by the COR and forwarded to the Contracting Officer (KO).
4. COR provides copy of Change Requests to the Contractor.
5. Contractor's Proposal: Provided to the KO for the identified tasking on WR.
6. Negotiations: If needed, take place to establish pricing.
7. Approved Work Request- Forwarded to Contractor and COR by the KO.
8. Modification to Contract: The KO will issue a modification covering all change requests.

In order to determine price reasonableness: All change requests that list sub-contracting and/or material must have a written proposal from the sub-contractor or the company providing the material with complete, detailed information (listing number of hours/price per hour; each part/component & associated cost; and an estimated shipping cost).

Condition Found Report, Change Orders will be transmitted electronically by using email. The 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 is 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 Cost 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 will be dated, submitted, and signed by a representative of the Contractor.

The COR will respond to the Contractor's within 24 hours of receiving a CFR. A copy of ALL condition found reports shall be retained in the Cutter's file.

Change Requests 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.

- (b) The Change Request process will occur in the following order:
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 change request and IGCE 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 the change request.
  6. Negotiations- If needed, take place to establish pricing.
  7. Approved Change Request- Forwarded to Contractor and COR by the KO.

A modification will be issued to incorporate and implement all approved changes.

**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, i.e. growth work. 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);
  - (7) All direct and indirect costs and profit associated with the following support functions:

Supervision and Management	Planning and Estimating	Material Handling
Housekeeping	Engineering	Transportation/Drivers
Quality Assurance	Contract Administration	Security Guard
Testing	Firewatch	

- (8) All consumables;

(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 proposed 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.

**OPTIONAL ITEMS:**

Optional items listed under CLIN 0002 of the Schedule of Items may be awarded if inspection reports reveal the necessity for activation, or if funds are made available, at the price proposed in the Contractor's proposal and without any other consideration whatsoever. However, after 2000 EST Friday 13 December 2019, the Contractor shall have the right to refuse to accept the award of such Optional Items.

Such award refusals shall bar neither the Government nor the Contractor from subsequently negotiating with each other for performance of the work embodied in the refused Optional Item/s.

Optional items shall be awarded by written notice to the Contractor through issuance of a contract modification (SF-30). Transmission of the SF-30 notice of exercise to the contractor via e-mail is authorized; for purposes of determining the exact time of e-mail transmission, the time, date, and year of transmission automatically applied to the e-mail and/or the e-mail transmission record of transmission at the contracting office shall govern. Evaluation of the Optional items will not obligate the Government.

***MAINTAINING, REPORTING, AND DISPOSING OF GOVERNMENT PROPERTY IN THE PERFORMANCE OF A SHIP REPAIR CONTRACT***

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

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



### ***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.

### ***GAINING ACCESS TO SECURE SPACES ON THE CUTTERS***

Certain spaces on board the cutter contain classified information and will require proof of security clearance before access is granted. These spaces are CIC, COMM/MEES, the LAN Room and SCIF. **Personnel wishing to work in these areas must have their clearance verified via the OPNAV 5521/17 form in addition to marking "Yes" in the "Classified Access" column of the spreadsheet mentioned above, at least two weeks prior to arrival.**

### ***CONTRACTING OFFICER'S REPRESENTATIVE (COR):***

Is a Government employee designated in writing by the Contracting Officer to act as a technical advisor for the Contracting Officer for services/items within the scope of the contract. The COR performs functions such as review and/or inspection and acceptance of supplies and services and of a technical nature. A designation letter will set forth the name of the COR and the authorities and limitations of the COR under the contract. **This person does not have a warrant that provides the authority to contractually commit the Government or to modify any terms and conditions of a contract.**

- Contracting Officer's Representative: LTJG Charles T. Ehret
  - E: Charles.T.Ehret@uscg.mil
  - P: (843) 740-7096
- Alternative Contracting Officer's Representative: LT Corrine E. Wright
  - E: Corrine.E.Wright@uscg.mil
  - P: (843) 740-7096

### ***CONTRACTOR PERFORMANCE EVALUATION***

(a) GENERAL: The United States Coast Guard (USCG) Surface Forces Logistic Center (SFLC) will monitor and evaluate the successful offeror's past performance of this contract and prepare a Contractor Performance Assessment Report (CPAR) in accordance with FAR Subpart 42.15. All information contained in this assessment may be used, within the limitations of FAR Subpart 42.15, 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 30 days to respond to the SFLC's assessment of its performance entered into CPARS. The Contractor's response, if any, will be made part of the CPAR system at <https://www.cpars.gov/index.htm>.

(c) INFORMATION: Information included in the CPAR may include, but is not limited to, the Contractor's record of conforming to contract requirements and to standards of good workmanship; the Contractor's record of forecasting and controlling costs; the Contractor's adherence to contract schedules, including the administrative aspects of performance; the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; the Contractor's record of integrity and business ethics, and generally, the Contractor's business-like concern for the interest of the customer.

(d) **RELEASE OF DATA:** CPARS information is considered business sensitive and will not be released except: (1) to other Federal procurement activities which request it; (2) when SFLC must release pursuant to a Freedom of Information Act (FOIA) request; or (3) when prior written consent is requested and obtained from the Contractor.

### ***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.

### ***TELEPHONE CHARGE***

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

(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.

### ***ASSOCIATE CONTRACTOR CLAUSE***

**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. It is not anticipated at this time that the USCG will require the Contractor to enter into an Associate Contractor Agreement due to work associated with this requirement.

(1) This clause is intended to ensure that there will be appropriate integration of work by the USCGC JAMES (WMSL 754) associate contractors to maximize coordination and prevent delay or additional costs.

(2) The 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 70Z08520CP45F0300].

(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 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.

***C.3 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS. (JAN 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) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (*Nov 2015*).

(4) [52.233-3](#), Protest After Award (*Aug 1996*) ([31 U.S.C. 3553](#)).

(5) [52.233-4](#), Applicable Law for Breach of Contract Claim (*Oct 2004*) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

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

[Contracting Officer check as appropriate.]

**X** (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 (*June* 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- X (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].
- X (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).
- X (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](#)).
- X (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)
- X (i) [52.219-6](#), Notice of Total Small Business Set-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)).

(17)

X (i) [52.219-9](#), Small Business Subcontracting Plan (*Aug 2018*) ([15 U.S.C. 637\(d\)\(4\)](#))

(ii) Alternate I (*Jan 2017*) 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\(r\)](#)).

X (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](#)).

(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\(m\)](#)).

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

X (26) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (*Jan 2018*) (E.O.13126).

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

(28)

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

(ii) Alternate I (*Feb 1999*) of [52.222-26](#).

(29)

X (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)

X (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](#).

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

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

(33)

X (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*). (Executive Order 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 Televisions (*Jun 2014*) (E.O.s 13423 and 13514).
- (ii) Alternate I (*Jun 2014*) of [52.223-14](#).

(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. 13693).

(45)

- (i) [52.224-3](#) Privacy Training (*Jan 2017*) (5 U.S.C. 552 a).
- (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](#)).

(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* 2014) ([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).

(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 (*Oct* 2015) ([41 U.S.C. 3509](#)).

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

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

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

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

- (vi) [52.222-21](#), Prohibition of Segregated Facilities (*Apr* 2015).
- (vii) [52.222-26](#), Equal Opportunity (*Sept* 2015) (E.O.11246).
- (viii) [52.222-35](#), Equal Opportunity for Veterans (*Oct* 2015) ([38 U.S.C.4212](#)).
- (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul* 2014) ([29 U.S.C.793](#)).
- (x) [52.222-37](#), Employment Reports on Veterans (*Feb* 2016) ([38 U.S.C.4212](#))
- (xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec* 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xii) [52.222-41](#), Service Contract Labor Standards (*Aug* 2018) ([41 U.S.C. chapter 67](#)).
- (xiii)
  - (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 and E.O 13627](#)).
- (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May* 2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May* 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-54](#), Employment Eligibility Verification (*Oct 2015*) (E.O. 12989).
- (xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec* 2015).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan* 2017) (E.O. 13706).
- (xix)
  - (A) [52.224-3](#), Privacy Training (*Jan* 2017) (5 U.S.C. 552a).
  - (B) Alternate I (*Jan* 2017) of [52.224-3](#).
- (xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (*Oct* 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (*May* 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb* 2006) ([46 U.S.C. Appx.1241\(b\)](#) and [10 U.S.C.2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

***C.4 ADDEDUM TO FAR 52.212-5, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL***

***(FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015))***

(a) Definitions. As used in this clause—

“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\(c\)](#).

“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.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at [9.108-2](#).

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(End of clause)

***FAR 52.217-7 OPTION FOR INCREASED QUANTITY – SEPARATELY PRICED LINE ITEM (MAR 1989)  
— VARIATION***

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

Contracting Officer may consider a request by the Contractor for contract extension if an option is exercised after 50% of the contract performance period has expired.

(End of Clause)

***FAR 52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016)***

(a) Definitions. As used in this clause—

“Global warming potential” means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon Dioxide’s global warming potential is defined as 1.0.

“High global warming potential hydrofluorocarbons” means any hydrofluorocarbons in a particular end use for which EPA’s Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).

“Hydrofluorocarbons” means compounds that only contain hydrogen, fluorine, and carbon.

“Ozone-depleting substance” means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR Part 82, Subpart E, as follows:

Warning  
Contains (or manufactured with, if applicable) \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall—

- (1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by—
  - (i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);
  - (ii) Contract number; and
  - (iii) Equipment/appliance;
- (2) Report that information to the Contracting Officer for FY16 and to [www.sam.gov](http://www.sam.gov), for FY17 and after
  - (i) Annually by November 30 of each year during contract performance; and
  - (ii) At the end of contract performance.

(d) The Contractor shall refer to EPA’s SNAP program (available at <http://www.epa.gov/snap> ) to identify alternatives. The SNAP list of alternatives is found at 40 CFR Part 82, subpart G, with supplemental tables available at <http://www.epa.gov/snap> .

(End of Clause)

***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:

FAR: [https://www.ecfr.gov/cgi-bin/text-idx?SID=70fc658c550b8d813fb25f30cf58a290&mc=true&tpl=/ecfrbrowse/Title48/48tab\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?SID=70fc658c550b8d813fb25f30cf58a290&mc=true&tpl=/ecfrbrowse/Title48/48tab_02.tpl)

HSAR: <http://www.dhs.gov/publication/hsar>

(End of Clause)

***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 Regulations (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)

***C.5 HSAR CLAUSES IN BY REFERENCE***

HSAR 3052.211-70	Index for specifications	(Dec 2003)
HSAR 3052.217-90	Delivery and Shifting of Vessel (USCG)	(Dec 2003)
HSAR 3052.222-70	Strikes or picketing affecting timely completion of the contract work.	(Dec 2003)
HSAR 3052.223-70	Removal or disposal of hazardous substances – applicable licenses and permits	(Jun 2006)
HSAR 3052.223-90	Accident and fire reporting (USCG)	(Dec 2003)

***C.6 HSAR CLAUSES IN BY FULL TEXT***

***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 clause)

***C.7 HSAR 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)***

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

(a) Provisions.

- ☐ 3052.209-72 Organizational Conflicts of Interest.
- ☐ 3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.
- ☐ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) Clauses.

- ☐ 3052.203-70 Instructions for Contractor Disclosure of Violations.
- ☐ 3052.204-70 Security Requirements for Unclassified Information Technology Resources.
- ☒ 3052.204-71 Contractor Employee Access.
- ☐ Alternate I
- ☒ 3052.205-70 Advertisement, Publicizing Awards, and Releases.
- ☐ 3052.209-73 Limitation on Future Contracting.
- ☐ 3052.215-70 Key Personnel or Facilities. Fill-in: [Contractor's facility and Technical Representatives will be inputted at contractor award]
- ☐ 3052.216-71 Determination of Award Fee.
- ☐ 3052.216-72 Performance Evaluation Plan.
- ☐ 3052.216-73 Distribution of Award Fee.
- ☒ 3052.217-91 Performance. (USCG)
- ☒ 3052.217-92 Inspection and Manner of Doing Work. (USCG)
- ☒ 3052.217-93 Subcontracts. (USCG)
- ☐ 3052.217-94 Lay Days. (USCG)
- ☒ 3052.217-95 Liability and Insurance. (USCG)
- ☒ 3052.217-96 Title. (USCG)
- ☒ 3052.217-97 Discharge of Liens. (USCG)
- ☒ 3052.217-98 Delays. (USCG)
- ☒ 3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair. (USCG)
- ☒ 3052.217-100 Guarantee. (USCG) (90 DAYS)
- ☐ 3052.219-70 Small Business Subcontracting Plan Reporting.
- ☐ 3052.219-71 DHS Mentor Protégé Program.



- ☒ 3052.228-70 Insurance.
- ☐ 3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)
- ☐ 3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)
- ☐ 3052.228-92 Fair Market Value of Aircraft. (USCG)
- ☐ 3052.228-93 Risk and Indemnities. (USCG)
- ☐ 3052.236-70 Special Provisions for Work at Operating Airports.
- ☒ 3052.242-72 Contracting Officer's Technical Representative.
- ☐ 3052.247-70 F.o.B. Origin Information.
- ☐ Alternate I
- ☐ Alternate II
- ☐ 3052.247-71 F.o.B. Origin Only.
- ☐ 3052.247-72 F.o.B. Destination Only.

(End of clause)

***C.8 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 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.

(End of clause)

(End of Section C)

***SECTION D - ATTACHMENTS***

<b>Attachment</b>	<b>Description</b>
(1)	Schedule of Supplies/Services
(2)	USCGC JAMES (WMSL 754) Specification for Dry-Dock Repairs FY2020
(3)	Past Performance Information
(4)	Request for Clarifications
(5)	Government Property Report
(6)	Department of Homeland Security Non-Disclosure Agreement

(End of Section D)

**SECTION E - CONTRACT PROVISIONS**

**E.1 FAR 52.209-7 – INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2013)**

(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)

***E.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 must be placed within **07 days** of the solicitation issue date. To request drawings, contact the Contract Specialist listed herein. All requests should identify the solicitation number. U.S. Coast Guard specification reference drawings are available in CD-ROM format and are provided free of charge. The CD-ROM(s) contain WINDOWS compliant raster/vector formats (e.g. \*.TIF, \*.TIF (group4), \*.DWG, and \*.DWF, etc.).

Drawing measurements should be verified by the Contractor prior to ordering materials. The specifications cited in this solicitation may be obtained from: United States Coast Guard, Surface Forces Logistics Center, Contracts and Procurement Division Branch 2, Long Range Enforcer Product Line, Contract Specialist: Matthew L. Jovinelli at [Matthew.L.Jovinelli@uscg.mil](mailto:Matthew.L.Jovinelli@uscg.mil)

(End of provision)

***E.3 FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (OCT 2018) ADDENDUM***

**A. INSTRUCTIONS FOR SUBMISSION OF PROPOSALS**

These instructions prescribe the format and approach to be used in the development and presentation of proposal data. They are designed to assure the submission of information essential to the proposal. The instructions permit the inclusion of data or information an offeror deems pertinent.

(a) Proposals must be prepared in accordance with these instructions, providing all required information in the format specified. Failure of a proposal to show compliance with these instructions may be grounds for exclusion of the proposal from further consideration.

(b) Offerors are cautioned that the government could elect to award a contract without discussion therefore, initial proposals should represent the best possible effort. Attention is invited to FAR 52.215–1(f).

(c) Any resultant contract shall include the general contract provisions and contract clauses applicable to the selected offeror's organization and type of contract awarded. Any additional clauses required by public law, executive order, or acquisition regulations in effect at the time of execution of the proposed contract will be included. The Coast Guard reserves the right to incorporate into the resulting contract all or any portion of the offeror's proposal.

(d) The proposal shall concisely describe the offeror's response to the requirements of the solicitation. Elaborate artwork, expensive paper or bindings, and expensive visual or other aids are not necessary or encouraged.

(e) All pages containing text shall be typewritten or printed on 8 ½ x 11 inch paper, with at least single spacing. Type size for text shall be no smaller than 10 point, with not more than an average of twelve (12) characters per linear inch (12 pitch), with proportional spacing permitted. Type size for figures and tables shall be no smaller than 5 point, 20 pitches, with proportional spacing permitted. Margins on all four edges of each page will be at least one inch. A page printed on both sides shall be counted as two pages. A maximum of ten fold out pages no larger than 11 x 10 x 17 inches will be allowed as an appendix to the technical volume. Proposals shall not be supplemented by a package or reference or reference documents. Pages exceeding the limitations will be removed from the proposal by the Contracting Officer and returned to the offeror to ensure that they are not evaluated. Other deviations from the instructions will be reviewed by the Contracting Officer to ensure that no offeror receives a competitive advantage. Deviations resulting in a competitive advantage for an offeror will result in the proposal being returned to the offeror as noncompliant with the RFP requirements.

(f) All pages in the proposal shall be numbered and identified with the offeror's name and **RFP Number 70Z08520RP45F0300, FY 20 FYQ1 Dry-Dock Repair for USCGC JAMES (WMSL 754)**. Subsequent revisions should be similarly identified to show revision number and date.

### ***B. REQUIRED DOCUMENTS:***

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

1. Cover letter with Offeror's address, DUNS, CAGE, TINS, POC info, written confirmation that the period of performance is sufficient for the work required in the Specification and other information completed.
2. **Attachment (1)** completed with a cost associated with each line item, to include labor.
3. **Attachment (3) Past Performance Information Form.**
4. Solicitation Amendments (signed SF-30s) (if applicable)
5. Small Business Self Certification for applicable set-aside (i.e. HUBZone, Small Business, SDVOSB, 8(a))
6. Welding Certifications and Procedures: Contractor shall provide the necessary welding certifications and qualifications as required by the specification for the applicable work item(s).
  - a. Certified WPS for SMAW, FCAW, GMAW, GTAW, as applicable
  - b. Certified welders cert for above listed processes
  - c. Welders Continuity record
  - d. List of Qualified Sil-brazers and supporting documentation
7. Proof of Insurance (Statement of Coverage from current Insurance carrier)
8. List the names of ALL Subcontractors that the Offeror to subcontract. The list shall include the subcontractors name, address, point of contract and phone number, the work item or CLIN Item(s) listed in the Schedule of Supplies/Services they will be conducting work for and **the percentage of work subcontractor will be performing under the work item.** If work item requires Technical Representative or Qualified Technical Representative, confirm the subcontract meets this requirement. (This may include NACE, QP1, NDE, and Fire Suppression Systems)
9. Completed FAR 52.212-3 Offeror Representations and Certifications-- Commercial Items
10. Statement of Understanding. A statement of understanding of the current pier restrictions and limitations associated with it.

### ***C. EVALUATION FACTORS***

Factor	Title	Page Limit
I	Past Performance	5 page limit
III	Price	NONE

### ***FACTOR I: PAST PERFORMANCE***

The Offeror shall identify at least two (2) but no more than four (4) relevant (in terms of scope/size of construction, overhaul, repair and alteration of ships) and recent federal, state or local government or private contracts performed by the company submitting the proposal during the last three (3) years.

### ***FACTOR II: PRICE***

Complete **Attachment (1)** with prices for all Definite and Optional Work Items and the Composite Labor.

The Offeror must also submit the following detailed information to support the pricing offer **if requested**, in addition to completing Schedule B of the solicitation.

Offerors may use their own format for the information required below but it must be easily read and comprehended and identified by individual work item (eg. D-01, D-02):

1. Breakdown for each work item:
  - a. Direct labor cost by labor hours and proposed hourly rate(s);
  - b. Materials; Subcontracts; Equipment; Other Direct Costs; and Profit, if listed separately -- individually identifying any items which are \$500 or greater.
2. Provide a listing by subcontractor with the following information:

Identification of each proposed subcontractor (name, address, phone number) and his small business status.

  - a. A brief description of the service or supply, by work item, to be furnished and the proposed price for each.
  - b. An explanation of why and how the proposed subcontractor was selected including the extent of competition obtained.

Email submission shall not exceed 10 MBS.

**PLEASE NOTE: PROPOSALS THAT DO NOT INCLUDE ALL REQUIRED DOCUMENTS MAY BE CONSIDERED INCOMPLETE AND MAY NOT BE CONSIDERED FOR AWARD.**

### ***VALIDITY PERIOD OF PROPOSALS***

The Offeror agrees to hold the prices in its proposal firm for 90 calendar days from the date specified for receipt of proposals, unless another time period is specified in an addendum to the solicitation.

### ***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 either Certified Cost or Pricing Data (FAR 15.403-4) or Data Other Than Certified Cost or Pricing Data (FAR 15-403-3) to support price negotiations.

### ***INSPECTION OF CUTTER PRIOR TO SUBMISSION OF PROPOSALS***

(a) All prospective offerors are urged to visit the cutters and visually inspect each item of work and to become acquainted with local conditions, locations of items and fixtures, removals, replacements, interference and the nature of work. CGC HAMILTON will not be available for ship check during the solicitation period. However, contractor can ship check either CGC KIMBALL at the cutter's home moorage in Honolulu, HI or CGC WAESCHE at the cutter's home moorage in CGC Alameda Base in CGC Alameda Base, Alameda, CA. Offerors are advised to contact LT Corrine Wright at (843) 740-7096 or via email [Corrine.E.Wright@uscg.mil](mailto:Corrine.E.Wright@uscg.mil) to arrange to the ship check for either USCGC KIMBALL OR CGC WAESCHE.

(b) Failure to inspect the cutter will not relieve the offeror from responsibility for properly estimating the difficulty or cost of successfully performing the work.

(c) 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.

### ***WELDING CERTIFICATIONS AND QUALIFICATIONS***

This solicitation may contain welding line items as either Definitive or Optional Items. With his/her proposal, 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. Subsequent to contract award, the Government will require the Contractor to submit applicable certifications and qualifications to the COTR for any welding to be performed on any proposed change request.

### ***DRYDOCK CERTIFICATION AND DRYDOCK CALCULATIONS***

With their proposal the Contractor shall provide a current certification of its drydocking facility as required by the specification, Work Item D-60, Drydocking Accomplish, and SFLC Standard Specification 8634. Subsequent to contract award, the Government will require the Contractor to provide the docking and un-docking calculations described in Appendix B of the SFLC Standard Specification 8634.

### ***REQUIRED INSURANCE***

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

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

(End of provision)

### ***E.4 FAR 52.212-2 EVALUATION-COMMERCIAL ITEMS (OCT 2014)***

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

1. Past Performance, and
2. Price

**The Past Performance factor is considered significantly more important than price. If past performance evaluations of offers result in equal ratings, price will become a determinative factor in the Best Value Decision.**



## Factor I: Past Performance

The past performance evaluation will take into account the guidelines outlined at FAR 15.305(a)(2) Past Performance Evaluation. Each past performance report will be given a Past Performance Quality Rating and a Past Performance Relevancy Rating using the two tables listed below. Consistent with FAR 15.306(a) & (b), offerors may provide information on adverse past performance information to which the offeror has not previously had an opportunity to comment. Each offeror shall be assigned one of the following performance confidence assessments: High Confidence, Significant Confidence, Satisfactory Confidence, Unknown Confidence, Little Confidence, or No Confidence.

In evaluating Contractors past performance, the government intends to also review U.S. Coast Guard Contractor Performance Assessment Reports and other existing past performance ratings on relevant contracts and questionnaires sent to and interviews conducted with appropriate personnel regarding the selected contracts. The responses received to the questionnaires and interviews were utilized in evaluating the past performance of each offeror. For purposes of this solicitation, “relevant contracts” are defined as contracts with similar scopes, performing repair and alteration of ships performed in which the contractor was the prime contractor. Past performance ratings for contracts that were completed more than three years before the date of the issuance of this solicitation are not considered relevant and will not be evaluated. Contracts will be evaluated using the Past Performance Relevancy Ratings table listed below. Trends in a Contractor’s performance will also be considered. Vendors lacking relevant past performance history will not be evaluated favorably or unfavorably on past performance, but will be assigned a Neutral rating. **Offerors who receive a Confidence Rating of Little or No Confidence will not be considered for award.**

The Contractor’s past performance quality will be evaluated according to the following:

Past Performance Quality Ratings	
Rating	Description
Exceptional	Performance met contractual requirements and exceeded many to the Government’s benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.
Very Good	Performance meets contractual requirements and exceeds some to the Government’s benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were effective.
Satisfactory	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory
Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the contractor’s corrective actions appear or were ineffective.
Neutral	The Offeror has no past performance history OR the Contracting Officer has determined that the past performance information provided is not directly related or similar to the requirements in the RFP.

Past Performance Relevancy Ratings	
Rating	Definition
Pass	Present/past performance effort involved essentially the same or similar scope and magnitude of effort and complexities this solicitation requires.
Fail	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Confidence Rating	
Rating	Description
High Confidence	Based on the Offeror's performance record, the government has high confidence the Offeror will successfully perform the required effort.
Significant Confidence	Based on the Offeror's performance record, the government has significant confidence the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's performance record, the government has confidence the Offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems.
Unknown Confidence	No performance record is identifiable (see FAR 15.305(a)(2)(iii) and (iv)).
Little Confidence	Based on the Offeror's performance record, substantial doubt exists that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror's performance record, extreme doubt exists that the Offeror will successfully perform the required effort.

## Factor II: Price

The total evaluated price of the offeror will be determined by totaling the proposed prices of all the Definite and Option Items, plus the composite labor hour extended total, plus lay days, and foreseeable costs. While Option Items, the composite labor hour rate, lay days and foreseeable costs are included in the total evaluated price, it is for evaluation purposes, and therefore may or may not ultimately be awarded during contract performance.

**(1) DEFINITE ITEMS:** These are the items, which, if there is an award at all, will be awarded. The proposal shall be evaluated to include the price for each definite item.

**(2) OPTION ITEMS:** These are the items, which, if there is an award at all, may be awarded upon completion of open and inspect, or if additional funds become available, or if they are needed. The offer shall be evaluated to include the price for each option item.

**(3) COMPOSITE LABOR HOUR RATE:** The offer shall be evaluated to include the offer price for the Composite Labor Hour Rate multiplied by the estimated quantity of hours.

**(4) LAY DAYS:** The Offer shall be evaluated to include the price for three lay days for the cutter.

**(5) FORESEEABLE COSTS:** The USCG will incur certain costs for transiting the cutter from and back to its home moorage and for inspection and other support during performance of the contract. The offer will be evaluated to include foreseeable costs forth in paragraph entitled FORESEEABLE COST FACTORS PERTAINING TO DIFFERENT SHIPYARD LOCATIONS below.

Offeror's price shall represent the best price in response to the request for proposals. The price shall be evaluated to determine fairness and reasonableness. Award may be made without any type of discussions or negotiations. The Government reserves the right to award to other than the lowest-priced Offeror.

**Note:** Unrealistically low proposed prices initially or subsequently and unbalanced prices, may be grounds for eliminating a quotation from competition either on the basis that the Offeror does not understand or the Offeror has submitted unrealistic quotations. The Government may make a final determination as to whether the Offeror's quotation is acceptable or unacceptable solely on the basis of the initial quotations as submitted. Offerors are advised to submit quotations that are fully and clearly acceptable without requests for additional information. Offerors are required to meet all solicitation requirements, such as terms and conditions and technical requirements as outlined in the solicitation. Failure to read the specifications in its entirety will not relieve the Offeror from the responsibility for properly estimating the difficulty or price of successfully performing the work. Failure to do so will be at the Offeror's risk. All proposals submitted in response to this solicitation shall stand firm for 120 calendar days from the date specified in this solicitation for receipt of proposals.

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

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

#### ***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 that will vary with the location of the commercial shipyard to be used by offerors of services under this solicitation. Costs will be calculated based on the offeror's shipyard location and these costs will be added, for the purposes of evaluation only, to the offeror's overall bid price. These elements of foreseeable costs consist of the following:

#### **TRAVEL:**

**A. OPERATING COST:** The cutter's fuel and maintenance cost for one round trip from the cutter's home moorage at Charleston, South Carolina to the contractor's place of performance \$164.28 per nautical mile.

**B. TRAVEL:** Foreseeable costs of travel as indicated below shall be evaluated whenever the location of contract performance is greater than 50 geographical road miles from the indicated points of origin listed below. Road miles shall not include transportation by watercraft. In accordance with Rand McNally Trip Maker or the Maps On Us Website found at <http://www5.mapsonus.com>

- (1) **SFLC C&PD2 Contracting Officer** to fly **two** round trip commercial airline (or other reasonable commercial or private transportation to be determined at the time of closing date) round trips from **Oakland, CA**, to the contractor's place of performance, based on Government contract carrier rates in effect at time of evaluation of the solicitation.
- (2) **SFLC-LRE Naval Engineer** to fly **two** round trip commercial airline (or other reasonable commercial or private transportation to be determined at the time of closing date) round trips from **Oakland, CA**, to the contractor's place of performance, based on Government contract carrier rates in effect at time of the evaluation of the solicitation.
- (3) **SFLC-LRE Port Engineer(s)** to fly **6** round trips commercial airline (or other reasonable commercial or private transportation to be determined at the time of offer evaluation) round trips, from **Charleston, SC** to the contractor's place of performance, based on Government contract carrier rates in effect at time of evaluation of the solicitation.
- (4) **SFLC-LRE Quality Assurance (QA) Staff, 6 personnel**, to fly **6** round trips commercial airline (or other reasonable commercial or private transportation to be determined at the time of offer evaluation) round trips, from **Charleston, SC** to the contractor's place of performance, based on Government contract carrier rates in effect at the time of evaluation of solicitation.
- (5) **SFLC NED Technicians, 9 personnel**, to fly **1** round trips commercial airline (or other reasonable commercial or private transportation to be determined at the time of offer evaluation) round trips, from **Charleston, SC** to the **Contractor's place of performance**, based on Government contract carrier rates in effect at time of evaluation of the solicitation.

- (6) **CREW MEMBER TRAVEL:** Foreseeable costs of travel for eligible crewmembers shall be **computed** whenever the location of contract performance is 50 miles beyond the area from which personnel customarily commute daily to their home moorage of Charleston, SC. There are 134 members aboard USCGC JAMES for such compensation. As this availability will last greater than 30 but less than 100 days, foreseeable costs will be calculated based on one (1) round trip for each crew member, (total 134 round trips).

**C. RENTAL CAR:** Foreseeable costs for rental car as indicated below shall be evaluated whenever the location of contract performance is greater than 50 geographical road miles from the indicated points of origin listed below.

- (1) **SFLC C&PD2 Contracting Officer** to rent a commercial vehicle for **six (6)** days at the GSA contract daily rate in force at time of evaluation of the solicitation for geographic location of the Contractor's place of performance.
- (2) **SFLC-LRE Naval Engineer** to rent a commercial vehicle for **ten days** at the GSA contract daily rate in force at time of evaluation of the solicitation for geographic location of the Contractor's place of performance.
- (3) **SFLC-LRE Port Engineer** to rent **one** vehicle for **90 days** at the GSA contract daily rate in force at time of evaluation of the solicitation for the geographical location of the Contractor's place of performance.
- (4) **SFLC-LRE Quality Assurance Staff** to rent **(3) three** vehicles for **90** days at the GSA contract daily rate in force at time of evaluation of the solicitation for the geographical location of the Contractor's place of performance.
- (5) **SFLC NED Technicians** to rent **(2)** vehicles for **14** days at the GSA contract daily rate in force at time of evaluation of the solicitation for the geographical location of the Contractor's place of performance.
- (6) **Cutter** to rent **4 fifteen passenger vans** and **1 vehicle** for **90** days each at the GSA daily rate in force at time of evaluation of the solicitation for the geographical location of the Contractor's place of performance.

**D. PER DIEM:** The Government will incur per diem costs at rates established for the geographic location of contract performance by the Joint Travel Regulations for travel. Foreseeable costs of per diem shall be evaluated whenever the location of contract performance is greater than 50 geographical road miles from the indicated point of origin.

- (1) **SFLC CPD Contracting Officer**, from **Baltimore, MD**, for **6** days reimbursement per diem.
- (2) **SFLC-LRE Naval Engineer**, from **Oakland, CA**, for **10** days reimbursement per diem.
- (3) **SFLC-LRE Port Engineer**, from **Charleston, SC** for **90** days reimbursement per diem.
- (4) **SFLC-LRE Quality Assurance (QA Staff)**, from **Charleston, SC**, **6** personnel, for **90** days reimbursement per diem.
- (5) **SFLC NED Technicians**, **9** personnel, from **Charleston, SC**, for **14** days reimbursement per diem.

**E. FAMILY SEPARATION ALLOWANCE:** Family separation allowance for 62 personnel with dependents on board at \$8.33 per day for each personnel for 89 day(s) each when the place of performance is more than 50 driving miles from the home pier of the vessel. \*The entitlement is calculated from the date the vessel leaves homeport and ends upon return to homeport. All travel dates will be included in this calculation. See U.S. Coast Guard Pay Manual, COMDTINST M7220.29, Chapter 3-F.

**F. TEMPORARY MESSING AND BERTHING:** The Government will incur temporary messing and berthing costs at rates established for the geographic location of contract performance by the Joint Travel Regulations for travel. Temporary messing and berthing shall be evaluated whenever the location of contract performance is greater than 50 geographical road miles from the indicated point of origin based on the following criteria.

**(1) BERTHING:** Estimated 126 crewmembers for eighty-nine (89) nights

- a. 6 single rooms
- b. 61 double occupancy rooms

**(2) MESSING:** Estimated 126 crewmembers for 89 days

- a. Breakfast
- b. Lunch
- c. Dinner

(End of Provision)

***E.5 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 cost or pricing data is not required

(b) If the contracting officer cannot determine price reasonableness either in the initial solicitation or in any change to the contract after award, the contracting officer will require submission information in sufficient detail in order to make such determination. The information may be as follows:

**REQUEST FOR INFORMAL COST BREAKDOWN**

In addition to placing your offer in the appropriate place in Schedule of supplies and Prices, 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  
Manhours 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

***E.6 FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS ALT I (OCT 2018)***

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:

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(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.

(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.:

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*[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.

(l) *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 (l)(3) through (l)(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](mailto: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)

***Alternate I (Oct 2014).***

As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(11) to the basic provision:

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

\_\_\_\_ 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.

(End of provision)

***Addenda to FAR 52.212-3 Offeror's Representations and Certifications***

***FAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997)***

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

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

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offer or Respondent
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

**PLEASE NOTE: PROPOSALS THAT DO NOT INCLUDE ALL REQUIRED DOCUMENTS MAY BE CONSIDERED INCOMPLETE AND MAY NOT BE CONSIDERED**

***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 proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

***FAR 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS (AUG 2018)***

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

“Person”-

(1) Means-

- i. (i) A natural person;
- ii. (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
- iii. (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

“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)).

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

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

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

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

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with [25.703-4](#), by submission of its offer, the offeror-

(1) 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;

(2) 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. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) 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>).

(d) *Exception for trade agreements.* The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if-



(1) This solicitation includes a trade agreements notice or certification (*e.g.*, [52.225-4](#), [52.225-6](#), [52.225-12](#), [52.225-24](#), or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of Provision)

***HSAR 3052.209-79 REPRESENTATION BY CORPORATIONS REGARDING FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW OR UNPAID FEDERAL TAX LIABILITY (FEB 2014) (DHS FAR CLASSDEVIATION 14-02)***

(a) In accordance with sections 561 and 562 of Division F, Title V of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), none of the funds made available by that Act may be used to enter into a contract with any corporation that:

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

(2) 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 the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that:

(1) It is ☐ is not ☐ a corporation that was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal or State law within the preceding 24 months.

(2) 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.

(c) If the offeror represents in (b) above that it is a corporation that was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal or State law within the preceding 24 months, or that it is a corporation that has unpaid Federal tax liability that has been assessed, the offeror shall provide all information related to the felony or tax liability within 3 business days.

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

This combined synopsis solicitation is issued in accordance with FAR Part 12 Acquisition of Commercial Items and FAR Part 13.5 Simplified Procedures for Certain Commercial Items. The Government contemplates award of a firm-fixed-price contract resulting from this solicitation.

(End of provision)

***E.4 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)***

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from mail United States Coast Guard, Surface Forces Logistics Center, Contracts and Procurement Division Branch 2, Long Range Enforcer Product Line, Contracting Officer: Sarah Thompson, 2401 Hawkins Point Road, Baltimore, MD 21226 or via email at Sarah.E.Thompson2@uscg.mil.

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

(End of Provision)

***E.6 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 this/these address(es):

<http://www.arnet.gov/far/index.html>

(End of Provision)

(End of Section E)

(End of Solicitation)