

USCG WAESCHE (WMSL 751)
DOCKSIDE REPAIRS
70Z08522QP4504000
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 Protest (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 Protest. Under this informal process the agency is not required to suspend contract award performance. Use of an informal forum does not suspend any time requirement for filing a protest with the agency or other forum. In order to ensure a timely response, interested parties should provide the following information to the Ombudsman: solicitation/contract number, contracting office, Contracting Officer, and solicitation closing date (if applicable).

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

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

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This is a combined synopsis/solicitation for commercial items prepared in accordance with Federal Acquisition Regulation (FAR) Subpart 12.6 and Subpart 13.5 as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotations are being requested and a written solicitation will not be issued. Solicitation number **70Z08522QP4504000** is issued as a Request for Quotations (RFQ). This solicitation document and incorporated provisions and clauses are those in effect through **Federal Acquisition Circular (FAC) 2021-07 effective September 10, 2021, Department of Homeland Security Acquisition Regulation (HSAR) effective May 2021, Homeland Security Acquisition Manual (HSAM) 2021-05 effective May 28, 2021, Coast Guard Acquisition Procedures (CGAP) 2017-02 effective September 29, 2017, FAR Class Deviation 14-01 (DEC 2014), FAR Class Deviation 2019-01 Rev 1 (AUG 2020), FAR Class Deviation 20-04 Rev 1(AUG 2020), FAR Class Deviation 2020-05 (APR 2020), and FAR Class Deviation 2020-05 Rev 2(AUG 2020).**

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD CODE:

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

It is anticipated that one (1) firm fixed price contract will be awarded as a result of this synopsis/solicitation.

The following documents are attached:

Attachment 1: Schedule of Services

Attachment 2: Statement of Work – Specification

Attachment 3: Non-Disclosure Agreement – DHS Form

AGENCY INFORMATION:

| | | |
|---|--|--|
| Wayne Gutman Contract Specialist (832) 709-3439 wayne.m.gutman@uscg.mil | Marcella V. Brown Contracting Officer (510) 437-5240 marcella.v.brown@uscg.mil | LTJG Hannah Eshleman Contracting Officer's Representative (510) 437-5879 hannah.m.eshleman@uscg.mil |
|---|--|--|

PERIOD OF PERFORMANCE: The period of performance for this contract is **15 February 2022 to 10 May 2022**. Contractors that have this capability are invited to submit quotations in accordance with the requirements stipulated in this solicitation.

PLACE OF PERFORMANCE: USCG Base Alameda, Coast Guard Island, Alameda CA 94501-5000

REQUEST FOR DRAWINGS:

REQUEST FOR DRAWINGS: The last day to request drawings regarding this solicitation is **15 October 2021**. After this date, further requests may not be accepted due to time constraints. To request drawings, contact the Contract Specialist. All requests should identify the solicitation number. Some references listed in the Specification, under "Consolidated List of References," are

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subject to Export Control limitations or have otherwise restricted distribution, and have been deemed "limited access" and "export controlled" packages. In order to access these documents, vendors must be certified as a US or Canadian contractor by the Joint Certification Program (JCP) administered by the Defense Logistic Information Service (DLIS). Instructions and procedures for being certified by JCP can be found at <https://www.dla.mil/HQ/LogisticsOperations/Services/JCP/>. Only those vendors that have current certification by JCP will be able to be granted explicit access to these packages by the USCG.

Requests for drawings, to include the Joint Certification Program number and fully completed **Attachment (3), Non-Disclosure Agreement**, must be submitted to **Wayne Gutman** Wayne.M.Gutman@uscg.mil and **Marcella V. Brown** Marcella.V.Brown@uscg.mil **no later than 1200 PT 15 October 2021.**

QUESTIONS: Questions regarding this solicitation shall be submitted by **29 October 2021**. After this date, further requests may not be accepted due to time constraints. For questions regarding this solicitation, please contact the Contract Specialist or the Contracting Officer. All requests should identify the solicitation number **70Z08522QP4504000**.

SUBMISSION OF QUOTES: E-mail quotations shall be sent to the Contract Specialist and Contracting Officer. Please indicate **70Z08522QP4504000** in the subject line. **Contractor must affirm that the pricing provided from the quote shall be valid up to the date of contract award. Quotes shall be submitted by 08 November 2021, no later than 1:00 PM PT.**

Send each Part in a separate email labeled as follows:

70Z08522QP4504000 Part I, Factor 1 – Technical Capability [insert Company Name]
70Z08522QP4504000 Part II, Factor 2 – Past Performance Information [insert Company Name]
70Z08522QP4504000 Part III, Factor 3 – Price Proposal from [insert Company Name]
70Z08522QP4504000 Part IV – Responsibility Documents from [insert Company Name]

Statement of Requirement

The proposed contract to be awarded by the United States Coast Guard (USCG) shall be for DOCKSIDE repairs to the USCG WAESCHE (WMSL 751) as specified in Attachment 2 – Statement of Work (SOW) - Specification. The contractor shall provide all labor, materials, equipment, etc. necessary to meet the requirements of the specification. All quotes submitted in response to this solicitation shall stand firm for **60 calendar days** from the close date of the solicitation.

The following clauses, provisions, and addenda applies to this acquisition:

52.212-1 Instructions to Offerors - Commercial Items SEP 2021

Clause 52.212-1 reads as follows:

Instructions to Quoters—Commercial Items

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that

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submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—

(1) Is set aside for small business and has a value above the simplified acquisition threshold;

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted

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at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers. (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

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(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to- GSA Federal Supply Service Specifications Section Suite 8100 470 East L'Enfant Plaza, SW Washington, DC 20407 Telephone (202) 619-8925 Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

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(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier.(Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) [Reserved]

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and

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other applicable authorities were followed by the agency.

(End of provision)

The provision at Federal Acquisition Regulation (FAR) 52.212-2 Evaluation of Commercial Items (OCT 2014) is not applicable to this solicitation. In lieu of this provision, quotes will be evaluated in accordance with FAR 13.106-2 based on the criteria listed below.

Evaluation Criteria

The Government will award a contract resulting from this solicitation to the responsible contractor whose quote is the most advantageous best value to the Government, price and non-price factors considered. The following factors shall be used to evaluate quotes:

- A. Technical Capabilities
- B. Past Performance
- C. Price

Technical Capabilities:

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

Technical Approach (Factor D):

| Technical Evaluation Factors | |
|------------------------------|---|
| Technical Approach | <p>Submit a legible Planning Document (PD) with the following characteristics:</p> <ul style="list-style-type: none"> • Graphical in format • Shows overall period of performance for each CLIN, with start and stop dates of major sub-tasks. • Contains due dates for Critical Inspection Reports (CIR) and any events requiring Coast Guard Inspector presence. • Identifies all work item time periods that require OEM Tech Rep assistance. • Identifies the critical paths for the project. • Shows calculations for the float along the critical paths and labels the critical paths with the number of delay days the critical paths can absorb without affecting the final delivery date. • Shows start/finish or finish/start relationships and dependences for all tasks that have work constraints or require coordination of work activities. |

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Past Performance (Factor II):

Past performance will be evaluated in accordance with the above 52.212-1 and FAR 13.106-2(b)(3). The Government reserves the right to limit or expand the number of references it decides to utilize in determining past performance within the last two years at time of solicitation closing date. Any past performance ratings less than satisfactory may not be considered for award.

Price (Factor III):

The contractor shall provide pricing as requested in Attachment 1, Schedule of Services **70Z08522QP4504000**. Contractor's price shall represent the best price in response to the request for quote. The price shall be evaluated to determine fairness and reasonableness. *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

Evaluation Method

The Government will evaluate proposals using a tradeoff process to determine the best overall value and consider award to other than the lowest priced offeror or than the highest technically rated offer. The relative importance of technical and past performance combined, are more important than cost or price. The evaluation factors above are the mandatory minimum requirement for eligibility for evaluation. Failure to comply with the requirement may lead to outright rejection of the quote. The Government reserves the right to make award without holding discussions.

Quoters are required to include a completed copy of the provision at FAR 52.212-3 -- Offeror Representations and Certifications -- Commercial Items. (FEB 2021) with Alternate I (OCT 2014)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <http://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision. (End of Provision)

The clause at 52.212-4, Contract Terms and Conditions – Commercial Items (OCT 2018), applies to this acquisition and includes the following addenda:

(c) Changes – ship repair

(1) The Contracting Officer may, at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract, in any one or more of the following:

(a) Drawings, designs, or specifications, when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications;

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- (b) Method of shipment or packing;
- (c) Place of performance of the work;
- (d) Time of commencement or completion of the work; and
- (e) Other requirements within the general scope of the contract.

(2) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract accordingly.

(3) The contractor must submit any proposal for adjustment under this clause within 5 days from the date of receipt of the written order. At the Contracting Officer's discretion, the 5-day period may be shortened. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(4) If the contractor's proposal includes the cost of property rendered obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(5) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the contractor from proceeding with the contract as changed.

(w) Required Insurance

Prior to start of performance, the Contractor shall, at its own expense, procure and maintain the following kinds of insurance with respect to performance under the contract. In accordance with HSAR 3052.217-95, Liability and Insurance, and 3052.228-70, Insurance 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 Worker's Act.
- (4) Full insurance coverage in accordance with the State's Workmen's Compensation Law (or its equivalent) for all places of performance under this contract.

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

(x) Change Request (CR) – Growth Work

(1) The Contractor shall not perform growth work without the Contracting Officer's authorization. This clause applies to Change Requests (CR), also known as growth and emergent work ordered by the Contracting Officer pursuant to the Changes clause. The Contractor shall perform

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the CR at the labor billing rates designated in the Schedule, as described in paragraph (2) of this clause. All growth work shall be paid at the prices stated in the Schedule.

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

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

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

c. Direct consumables and expendables: supply items, manufactured or procured by the Contractor that are consumed or expended in conjunction with direct production (e.g. rags, gloves, respirators/masks, etc.)

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

a. Direct materials: supply items, manufactured or procured by the Contractor, that are installed in conjunction with direct production, or are otherwise turned over to the Coast Guard (e.g. plate, angle iron, welding rods, paint, pumps, motors, engine and gearbox oil, engine jacket water, etc.)

b. Direct subcontracted services: direct production service items and procured by the Contractor to support the contract (e.g. gas-free engineering services, rented crane services,

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rented temporary air conditioning units and other rented tools not normally owned as fixed assets, etc.)

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

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

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

CR Process will occur in the following order:

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

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

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

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

(y) Schedule of work

1. Notwithstanding other requirements specified in this contract, the contractor shall provide to the Contracting Officer and COR the following documents within three (3) working days of the vessel's arrival at the contractor's facility for dockside availabilities and at the arrival conference for dockside availabilities:
 - a. Production Schedule.
 - b. Work Package Network.
 - c. Total Manpower Loading Curve.
 - d. Trade Manning Curves.
 - e. Subcontracting List.
2. The Production Schedule shall list the earliest, latest, and scheduled start and completion

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date for each work item awarded and shall identify the critical path. The Work Package Network shall show the work items, milestones, key events, and activities and shall clearly identify the critical path. The Total Manpower Loading Curve shall show the required manning for the duration of the contract. The Trade Manning Curves shall show the required manning for each trade for the duration of the contract. The Subcontracting List shall show work items, milestones, key events, and activities to be accomplished by subcontractors.

3. Additional Item Requirements ordered and agreed upon, whether or not yet formalized via a change order (contract modification), shall be added to the Production Schedule, Trade Manning Curves, and Subcontracting List and submitted to the Contracting Officer and COR at each weekly Progress Meeting. Any anticipated or unanticipated deviation (greater than two (2) calendar days) from the Production Schedule shall be immediately brought to the attention of the Contracting Officer and COR.
4. Any deviation in the Production Schedule which results in a delay in the completion of work on a vessel past the established performance period completion date may entitle the Government to remedies for late performance under subparagraph (f) of this clause titled *Excusable delays*.

(z) Access to the Vessel

(1) As authorized by the Contracting Officer, a reasonable number of officers, employees and personnel designated by the Government, or representatives of other contractors and their subcontractors shall have admission to the facility and access to the vessel at all reasonable times to perform and fulfill their respective obligations to the Government on a noninterference basis. The contractor shall make reasonable arrangements to provide access for these personnel to office space, work areas, storage or shop areas, and other facilities and services reasonable and necessary to perform their duties. All such personnel shall comply with contractor rules and regulations governing personnel at its shipyard, including those regarding safety and security.

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

(3) Hot work is authorized between the hours of 0800-1700 Monday through Friday. Necessary waivers/deviations should be requested to the Contracting Officer. Loud industrial work is not authorized on Sundays during the period of performance.

(aa) Temporary Services

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

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

(ab) 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

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24hours 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.

(ac) Option for Increased Quantity – Separately Priced Line Item

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.

(ad) Facility Access Instructions for USCG Base Alameda

- A. For access to USCG Base Honolulu or Coast Guard Island, Alameda, the contract shall have RAPIDGate credentials. All personnel that need access to the base, such as on-site personnel, subcontractors (including second and third-tier subcontractors) and suppliers will need RAPIDGate credentials. This process must be completed prior to the start of work. Therefore, the Contractor shall begin the RAPIDGate registration process no less than 45 calendar days before on-site work is to commence. For enrollment into the RapidGate program for base access privileges, information can be found at www.rapidgate.com or by calling the RAPIDGate program at 1-877-727-4342. Please note that all costs associated with registration and participation in the RAPIDGate Program is at the sole expense of the contractor.
- B. The Contractor shall provide a list of all on-site personnel, sub-contractors (including second and third tier subcontractors), and suppliers, to the contracting officer and Contracting Officer's Representative no less than 30 calendar days before on-site work is to commence. The Contractor shall update this list when changes occur and ensure all personnel satisfy base access standards, and have RAPIDGate credentials.
- C. Contractor personnel not listed and without RAPIDGate credentials may be denied access to the Coast Guard Facility. Contractor personnel will be restricted to designated working areas. Any personnel violating this policy may lose access to the Coast Guard Facility. Contractor personnel shall have photo identification at all times while working on Coast Guard facilities. Special identification requirements may be needed to obtain the RAPIDGate credentials.

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- D. Contractor and delivery personnel may be required to present personal photo identification to gain access to a Coast Guard installation. Valid forms of identification are current passport or driver's license that meet Real ID Act requirements. The Real ID Act of 2005 established minimum security standards for license issuance and production and prohibits Federal agencies from accepting, for certain purposes, driver's licenses and identification cards from states not meeting the Act's minimum standards. Anyone requiring access to a military facility under this contract, to include subcontractors, who holds a driver's license from any state without approved licenses will be required to provide identification other than that driver's license to gain access. Government IDs annotated with "Federal Limits Apply" will not be accepted for access purposes. It is the responsibility of the Contractor to ensure that their personnel have federally acceptable personal photo identification and comply with any other requirements for base access. TWIC and DBIDS identification cards are not sufficient forms of identification for access to Coast Guard Island, Alameda.
- E. If identification does not indicate United States citizenship, Coast Guard Security may require proof of the legal right to work in the United States. Contractor and delivery personnel also may be subjected to an immigration status and outstanding criminal warrants check.
- F. Contractors shall provide the Contracting Officer's Representative with 24 hours of advance notice of every delivery to the site (e.g. concrete, lumber, parts, etc) and provide the company name, delivery person. And phone number of the firm(s) making deliveries. All vehicle access to Government property requires vehicle registration and proof of liability insurance. Otherwise access to the Coast Guard facility may be denied.

Please contact the Port Engineer, LTJG Hannah Eshleman, at (510) 437-5879, or by email at hannah.m.eshleman@uscg.mil for additional information and processes on base access protocols.

(ae) Environmental Compliance Requirements USCG Base Alameda

The items below are to inform Base tenants and contractors of the many environmental requirements while working onboard Base Alameda. The items below represent the most common areas but are not all encompassing:

Garbage:

- Blue dumpsters & fenced refuse sorting areas on the pier are for Coast Guard use only
- Additional dumpsters must be covered at all times

Hazardous Materials:

- Hazardous materials shall be stored, labeled, and segregated properly
- Inventories of hazardous materials must be maintained & accessible at all times
- Liquid hazardous material shall have secondary containment

Hazardous Waste:

- Hazardous waste cannot be stored in quantities greater than 55 gallons per waste stream at single location (This applies to containers' volume even when not full)
- A minimum of 5 days prior notification is required for hazardous waste offloads
- All hazardous waste manifests shall be signed by the Base Alameda Hazardous Materials

Coordinator

Please contact DC1 Adam Brown at 510-437-3288 or Adam.M.Brown@uscg.mil, or LT Wes Agee at 510-437-2953 or Wesley.M.Agee@uscg.mil for scheduling

Air:

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- Maintain a record of hours ran and fuel consumed for portable equipment >50HP
- Equipment operating record shall be made available at all times
- Portable equipment shall have secondary containment

Water:

- No contaminants can enter the estuary.
- No soaps or detergents can be used unless captured & properly disposed
- Equipment may not be hosed off or pressure washed as loose dirt & oils could be released
- Every effort shall be made to prevent debris of any kind from entering the estuary

All Federal, State, and Local laws and regulations shall be strictly adhered to.

(af) Contractor COVID-19 Prevention and Response Plan

The Contractor shall adhere to CDC, OSHA, state, and local guidance regarding COVID-19 precautions. Aboard the vessel, the Contractor shall be prepared to adhere to requirements prescribed by the Commanding Officer as discussed at the Arrival Conference. Based on current guidance and USCG policy at the time of solicitation, the Contractor should be prepared to expect mandatory wear of cloth face coverings by all personnel, although this requirement could be partially or fully waived based upon individual vaccination statuses and other factors. Finally, the Contractor shall prepare a COVID-19 Prevention and Response Plan specific to this contract which details the Contractor's prevention and response plans and procedures. This document shall be submitted no later than the Arrival Conference date, which is usually the first day of the period of performance.

(End of FAR 52.212-4 Addendum)

The clause at 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (SEP 2021), applies to this acquisition and the additional FAR clauses cited in the clause are applicable to the acquisition:

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

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

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

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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(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:

(End of clause)

Full Text Clauses

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (JUN 2020) (DHS-USCG Deviation 14-01)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

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

(End of clause)

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (JUN 2016).

(a) Definitions. As used in this clause—

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

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

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

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

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

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

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

(ii) Limit information system access to the types of transactions and functions that

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authorized users are permitted to execute.

- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a

prerequisite to allowing access to organizational information systems.

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

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

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

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

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

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

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

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

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

(3) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

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

(End of Clause)

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEVIATION 20-05)

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

"Covered article" means any hardware, software, or service that

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

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

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

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"Covered entity" means

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

(1) In the event the Contractor identifies covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report, in writing, via email, to the Contracting Officer, Contracting Officer's Representative, and the Enterprise Security Operations Center (SOC) at NDAA_Incidents@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

- (i) Within 1 business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEVIATION 20-05)

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

“Backhaul” means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core

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telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means–

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

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

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

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

“Critical technology” means–

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

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

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

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

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

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

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

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

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

“Reasonable inquiry” means an inquiry designed to uncover any information in the entity’s possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

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

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

(b) Prohibition.

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

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

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

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

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause in writing via email to the Contracting Officer, Contracting Officer's Representative, and the Enterprise Security Operations Center (SOC) at <mailto:NDAA.Incidents@hq.dhs.gov>, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

(End of clause)

52.219-14 Limitations on Subcontracting (DEVIATION 2019-01 REV 1) (AUG 2020)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition*. As used in this clause—

“Similarly situated entity” as used in this clause, means a first-tier subcontractor, including an independent contractor, that-

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability*. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15; and

(4) Orders expected to exceed the simplified acquisition threshold and that are—

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are—

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8,

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19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees that, in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a non-manufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3), and (6) of this clause –
Contracting Officer check as appropriate.

By the end of the base term of the contract and then by the end of each subsequent option period;
or

By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(End of clause)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEVIATION 2020-04 REV 1) (APR 2020)

(a)(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 2307, upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract in accordance with the accelerated payment date established, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, with a goal of 15 days after receipt of a proper invoice and all other required documentation from the small business subcontractor if a specific payment date is not established by

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contract.

(1) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

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

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

(End of clause)

52.237-1 Site Visit (APR 1984)

This RFQ is for Dockside repairs of the USCG WAESCHE (WMSL 751) hereinafter referred to as “vessel.” The vessel’s home pier is located at Coast Guard Island, Alameda, CA 94501. The point of contact for site surveys is **LTJG Hannah Eshleman** who can be reached at **510-437-5879** or via email at hannah.m.eshleman@uscg.mil. Contractors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. The vessel will be unavailable for a ship check during the solicitation period; as a result, the following similar vessels are available for contractors to perform a ship check:

USCGC WAESCHE in Alameda, CA

In no event shall failure to inspect the site constitute grounds for a claim after contract award. Site Visits/Ship Check should be scheduled and completed **NLT 20 October 2021**.

52.252-6 Authorized Deviations in Clauses (NOV 2020)

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

(b) The use in this solicitation or contract of any Homeland Security Acquisition Regulation (48 CFR 30) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

Homeland Security Acquisition Regulation (HSAR) Clauses

HSAR 3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items (SEP 2012)

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

(b) Clauses.

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3052.204-71 Contractor Employee Access
3052.205-70 Advertisement, Publicizing Awards, and Releases
3052.217-91 Performance
3052.217-92 Inspection and Manner of Doing Work
3052.217-93 Subcontracts
3052.217-94 Lay Days
3052.217-95 Liability and Insurance
3052.217-96 Title
3052.217-97 Discharge of Liens
3052.217-98 Delays
3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair
3052.217-100 Guarantee (USCG)
3052.228-70 Insurance
3052.242-72 Contracting Officer's Technical Representative

(End of Clause)

HSAR 3052.217-100 Guarantee (USCG). (JUN 2006)

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

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

(End of clause)

HSAR 3052.223-70 Removal or Disposal of Hazardous Substances – Applicable Licenses and Permits (JUN 2006)

The Contractor shall have all licenses and permits required by Federal, state, and local laws to perform hazardous substance(s) removal or disposal services. If the Contractor does not currently

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possess these documents, it shall obtain all requisite licenses and permits within [ten days] after date of award. The Contractor shall provide evidence of said documents to the Contracting Officer or designated Government representative prior to commencement of work under the contract.

52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

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

| | |
|-------------------|---|
| 52.204-9 | Personal Identity Verification of Contractor Personnel |
| 52.245-1 w/ Alt I | Government Property |
| 52.245-9 | Uses and Charges |
| HSAR 3052.211-70 | Index for Specifications |
| HSAR 3052.217-90 | Delivery and Shifting of Vessel |
| HSAR 3052.222-70 | Strikes or Picketing Affecting Timely Completion of the Contract Work |
| HSAR 3052.222-71 | Strikes or Picketing Affecting Access to a DHS Facility |
| HSAR 3052.223-90 | Accident and Fire Reporting |

Contract Administration

(a) Invoicing Instructions

(1) The contractor shall prepare a proper invoice IAW FAR 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. The invoice shall include:

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

(2) Invoices shall be submitted electronically as follows:

- Invoices shall be submitted to the USCG Finance Center Website at https://www.fincen.uscg.mil/centralinv/centrinv_start.htm
- The web submission requires the Contractor to complete the Invoice Receipt Cover

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Form, select the Invoice Routing Code, and attach a PDF file of the invoice and any other supporting documentation.

- The Contractor must select the correct Invoice Routing Code for timely invoice processing. The Invoice Routing Code for this contract is **SFLC-2**. Failure to do so will delay invoice payment.
- The Contractor shall attach a single PDF file no larger than 1MB as the official invoice.
- The Contractor shall email a copy of the invoice and supporting documentation to the Contract Specialist and the Contracting Officer's Representative (COR).
- **A CLIN may not be invoiced until a minimum of 25% completion. This percentage minimum may be waived on a case-by-case basis by the Contracting Officer for large dollar CLINS. In addition, 10% of the total contract price will be withheld until all deliverables are received and accepted.**
- A sample of the Invoice Receipt Cover Form is provided below. Mandatory information to be completed is highlighted in red on the website.
- https://www.fincen.uscg.mil/centralinv/centrinv_start.htm

Contractor Invoice Submission Form

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

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

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

| Invoice Information | |
|--|---|
| Invoice Routing Code: <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) | Please verify your entry on the next page. Attach invoice and any supporting documentation after verification. <ul style="list-style-type: none"> • Attachment must be a single PDF file no larger than 3 MB. Grey-scale PDFs are not compatible. This will be our official invoice. Supporting documentation must be combined in the single PDF file or submitted to your contracting office separately via email. • Need help creating a PDF file? Click here for instructions. |
| 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) | |
| <input type="button" value="Verify"/> <input type="button" value="Reset"/> | |

(b) Contractor Performance Assessment Report (CPAR)

(a) GENERAL: The U.S. Coast Guard Surface Forces Logistic Center (SFLC) will monitor

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and evaluate the successful contractors past performance of this contract and prepare a Contractor Performance Assessment Report (CPAR) in accordance with FAR Part 42.1502. All information contained in this assessment may be used, within the limitations of FAR 42.1502, by the government for future source selections and in accordance with FAR 15.304, when past performance is an evaluation factor for award.

- (b) NOTIFICATION: Upon completion of the contract, the contractor will be notified of the assessment. The contractor will be allowed 60 days to respond to the SFLC's assessment of its performance entered into CPARS. The contractor's response, if any, will be made part of the CPAR system.
- (c) INFORMATION: Information included in the CPAR may include, but is not limited to, the contractor's record of conforming to contract requirements and to standards of good workmanship; the contractor's record of forecasting and controlling costs; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; the contractor's record of integrity and business ethics, and generally, the contractor's business-like concern for the interest of the customer.
- (d) RELEASE OF DATA: CPARS information is considered business sensitive and will not be released except: (1) to other Federal procurement activities which request it; (2) when SFLC must release pursuant to a Freedom of Information Act (FOIA) request; or (3) when prior written consent is requested and obtained from the contractor.

Full Text Provisions

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

U.S. Coast Guard standard specifications can be downloaded by copying the following link to a web browser: <http://www.dcms.uscg.mil/Our-Organization/Assistant-Commandant-for-Engineering-Logistics-CG-4-/Logistic-Centers/Surface-Forces-Logistics-Center/Contracting-Links/Standard-Specifications/>. Orders for reference drawings must be placed by 12 FEB 2021. To request drawings, contact the Contract Specialist using the Drawings Request Document with a physical address. All requests should identify the solicitation number 70Z08522QP4504000. 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.

Solicitation Provisions Incorporated by Reference

52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their

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full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://acquisition.gov/far/index.html>.