

SECTION A – NOTICE FOR FILING AGENCY PROTESTS**A1. UNITED STATES COAST GUARD OMBUDSMAN PROGRAM:**

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

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

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

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

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

(End of Section A)

SECTION B – SUPPLIES/SERVICES**B1. GENERAL INFORMATION:**

This is a combined synopsis/solicitation for commercial services prepared in accordance with the format in FAR Subpart 12.6, Streamlined Procedures for Evaluation and Solicitation for Commercial Items, and Part 13.5, Simplified Procedures for Commercial Items. This announcement constitutes the only solicitation; quotes are being requested and a separate written solicitation will not be issued.

This solicitation is used as a Request for Quote (RFQ) under number **70Z08522QP4504300**. This solicitation document and incorporated provisions and clauses are in effect through:

- Federal Acquisition Circular 2021-06 effective 12 July 2021.
- Department of Homeland Security Acquisition Regulation (HSAR) effective 02 May 2021
- Homeland Security Acquisition Manual (HSAM) 2021-06 effective 30 June 2021
- Coast Guard Acquisition Procedures (CGAP) 17-02 effective 29 September 2017

The applicable North American Industry Classification Standard Code is 336611 – Ship Building and Repairing. 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 concerns may submit a quotation, which shall be considered by the agency.

To receive an award, the Contractor must be registered in the System for Award Management (SAM) www.sam.gov.

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

B2. SCHEDULE OF SUPPLIES/SERVICES:

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

B3. STATEMENT OF REQUIREMENT:

This is a request for quotation (RFQ) for the Fiscal Year (FY) 22 Fiscal Year Quarter (FYQ) 1 Dockside Repairs of United States Coast Guard Cutter (USCGC) JAMES (WMSL 754) home moorage in North Charleston, SC. This requirement is for dockside repairs aboard USCGC JAMES consisting of items in accordance with the attached specification, **Attachment (2), USCGC JAMES (WMSL 754) Specifications for Dockside Repairs FY2022 (REV-0, 02 July 2021)**. The 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), SOSS**. 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 dockside repairs in accordance with the solicitation, and attached specification. Failure to read the specification in its entirety will not relieve the Offeror from the responsibility for properly estimating the difficulty and/or price of successfully performing the work. Failure to do so will be at the Offeror's risk. All quotes submitted in response to this solicitation shall stand firm for 60 calendar days from the close date of the solicitation.

B4. CONTRACT TYPE:

This solicitation is an RFQ that will result in the award of a Firm Fixed Price contract solicited under FAR Part 12 Acquisition of Commercial Items and FAR Subpart 13.5 Simplified Procedures for Certain Commercial Items.

B5. CONTRACT PERIOD OF PERFORMANCE (POP):

The performance period for this requirement shall commence on **02 March 2022 and shall end no later than 01 June 2022.**

B6. PLACE OF PERFORMANCE:

All work under this requirement will be performed onboard the USCGC JAMES. The vessel shall be moored at 1050 Register St, Charleston, SC 29405.

B7. REQUEST FOR DRAWINGS:

The last day to request drawings regarding this solicitation is Friday, 06 August 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 **70Z08522QP4504300**. Some references listed in the Specification, under "Consolidated List of References," are subject to Export Control limitations or have otherwise restricted distribution, and have been deemed "limited access" and "export controlled" packages. In order to access these documents, 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 (8), Non-Disclosure Agreement**, must be submitted to **Mr. David A. Humfleet (David.A.Humfleet@uscg.mil) no later than 1800 EST Monday, 11 October 2021.**

B8. QUESTIONS AND CLARIFICATIONS:

Questions related to the solicitation must be submitted to **David A. Humfleet (David.A.Humfleet@uscg.mil) no later than 1400 EST Monday, 18 October 2021.** 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 (6), Request for Clarification Form**. All questions and replies will be posted as an amendment (SF30) to the solicitation on the SAM.gov website.

B9. QUOTATIONS

Quotations must be submitted no later than **1800 EST Tuesday, 02 November 2021.** Quotations must be sent via email to the following individuals:

Contracting Officer	David A. Humfleet	David.A.Humfleet@uscg.mil	(443) 619-2452
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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 quote was received. It is strongly recommended that Offerors follow-up via phone call in order to confirm with either David A. Humfleet, Contracting Officer, that the quote 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 quote 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 quotes.

(End of Section B)

SECTION C – ATTACHMENTS**C1. LIST OF ATTACHMENTS:**

Attachment	Description
(1)	Schedule of Supplies/Services (SOSS)
(2)	USCGC JAMES (WMSL 754) Specifications for Dockside Repairs FY2022 (REV-0, 02 July 2021)
(3)	Past Performance Information Form
(4)	Past Performance Questionnaire (PPQ) Cover Letter
(5)	Past Performance Questionnaire (PPQ)
(6)	Request for Clarifications
(7)	Government Property Report
(8)	Department of Homeland Security Non-Disclosure Agreement (NDA)
(9)	FLETC Base Access & Pier Lay Down
(10)	Pier PAPA Load Restriction Clarification
(11)	FAR Provision 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.
(12)	FAR Provision 52.204-26, Covered Telecommunications Equipment or Services-Representation

(End of Section C)

SECTION D – CLAUSES**D1. CLAUSES INCORPORATED BY REFERENCE:**

Clause	Clause Title	Date
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transaction	JUN 2020
FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
FAR 52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011
FAR 52.204-13	System for Award Management Maintenance	OCT 2018
FAR 52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
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	JUN 2020
FAR 52.219-6	Notice of Total Small Business Set-Aside (DHS Deviation 19-01)	NOV 2020
FAR 52.219-8	Utilization of Small Business Concerns	OCT 2018
FAR 52.219-14	Limitations on Subcontracting (DHS Deviation 19-01)	MAR 2020
FAR 52.219-28	Post-Award Small Business Program Re-representation	NOV 2020
FAR 52.223-3	Hazardous Material Identification and Material Safety Data	FEB 2021
FAR 52.228-5	Insurance – Work on a Government Installation	JAN 1997
FAR 52.229-3	Federal, State, and Local Taxes	FEB 2013
FAR 52.233-1	Disputes	May 2014
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

D2. CLAUSES IN FULL TEXT:**FAR 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept 2013) (DHS-USCG DEVIATION 14-01)**

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the enhancement of whistleblower protections for Contractor employees established at 10 U.S.C. 2409 by section 827 of the NDAA for FY 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 10 U.S.C. 2409, as described in section 3.908 of the FAR.

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

(End of Clause)

FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Section Chief, USCGC SFLC CPD C&P2 LRE, or designated alternate, and shall not be binding until so approved.

(End of Clause)

FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEVIATION 20-05) (APR 2020)

(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.

"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 (COR), 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 Page 4 of 8 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.

(c) *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)

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEVIATION 20-05 REV 2) (DEC 2020)

(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 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 nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities)
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

"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.

"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 Network Operations Security Center (NOSC) at NDAA Incidents@hg.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 NOSC, 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.clod.mil>.

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

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

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

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of Clause)

**FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018)
ADDENDUM****A) CONTRACTING OFFICER'S (KO) 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. However, the KO may delegate certain other responsibilities to authorized representatives. 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.

Contracting Officer	David A. Humfleet	David.A.Humfleet@uscg.mil
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B) CONTRACTING OFFICER'S REPRESENTATIVE (COR):

The 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.

(1) The COR is responsible for monitoring, giving progress reports to the Contract Specialist (KS), and overall technical surveillance of services to be performed under the contract and should be contacted regarding questions or problems of a technical nature. **In no event will any understanding or agreement, modification, change order, or other matter deviating from the terms of the Contract between the Contractor and any person other than the KO be effective or binding upon the Government.**

(2) When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the Contract, the Contractor must promptly notify the KO & KS in writing.

(3) No action will be taken by the Contractor under such technical instruction unless the KO has issued a contractual change/clarification.

(4) The responsibilities of the COR include, but are not limited to, the following:

(A) Serve as the point-of-contact through which the Contractor can relay questions or problems of a technical nature through the KS to the KO;

(B) Be responsible for the inspection and acceptance of the services performed and determining the adequacy of performance by the Contractor in accordance with the terms and conditions of the contract;

(C) Conferring with representatives of the Contractor regarding any non-performance or unsatisfactory performance; following through to assure that all non-performance or unsatisfactory performance is performed/corrected or payment adjustment is recommended through the KS to the KO;

(D) Review and certify invoices in accordance with invoicing instructions of the Contract and maintain a file with copies of these documents;

(E) Advise the KS of any performance problems and make recommendations for corrective action to correct performance issues;

(F) Furnish the KS with any requests for change, deviation, or waiver (whether generated by Government personnel or Contractor personnel), including all supporting paperwork in connection with such change, deviation, or waiver;

(G) Submit an electronic Contractor Performance Report using the Contractor Performance Assessment Reporting System (CPARS); within 30 days of contract completion and prior to the exercise of an option year;

(H) Manage Government Furnished Property;

(I) Monitoring contractor employee access and security through established application process for Common Access Cards (CAC); and

(J) Perform oversight of Inherently Governmental and Critical Functions. Ensure relationships between Government personnel and contractors have not evolved into unauthorized personal services or Inherently Governmental Functions.

Contracting Officer's Representative (COR)	LTJG Andrea M. Harris	Andrea.M.Harris@uscg.mil	(843) 740-7096
Alternative Contracting Officer's Representative (ACOR)	LT Corrine E. Wright	Corrine.E.Wright@uscg.mil	(843) 740-7096

C) CONTRACTOR COVID-19 PREVENTION AND RESPONSE PLAN

The Contractor shall adhere to CDC, OSHA, state, and local guidance regarding COVID-19 precautions.

In addition, the Contractor shall adhere to the following additional requirements, as necessary:

Requirements specific to District 7 and Base Charleston: mandatory wear of cloth face coverings at all times for unvaccinated, and cloth face coverings for all personnel indoors regardless of vaccination status.

Requirements specific to USCGC JAMES: mandatory wear of cloth face coverings indoors regardless of vaccination status, and N95 masks for unvaccinated personnel indoors, and hand washing/sanitation by all personnel.

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 as part of the Arrival Conference Agenda required by Surface Forces Logistics Center Standard Specification 0000 (SFLC Std Spec 0000), 2020, General Requirements.

D) 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 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:

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

The Contractor shall note the local environmental regulations in North Charleston, SC 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. 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: Michael.J.Wachowski@uscg.mil, P: (843) 720-7703), the Environmental Protection Specialist at ISC Charleston.

E) 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.

F) ACCESS GUIDANCE

1) GENERAL

This information is designed for personnel to gain access to USCGC JAMES at the vessel's homeport in North Charleston, SC. Be advised that the cutter is moored at USCG Base Charleston on the Federal Law Enforcement Training Center (FLETC) in North Charleston, a DHS Facility with stringent access control policies that are often subject to change. This information is "best practice" and not official USCG or DHS policy.

2) FLETC BASE SECURITY

Contractor shall contact the designated Contracting Officer's Representative (COR) or the Port Engineer (PE) upon contract award to obtain FLETC Security Base Access requirements. The Contractor shall note that it can take up to **one month** for FLETC Security to process documentation related to Base Access. It is the responsibility of the Contractor to comply with FLETC Base Security measures. It is essential that the base access process begins immediately upon award. Any delays or denied access request will be the sole responsibility of the contractor, not the government. FLETC Security will not grant access to individuals who have not registered with Selective Service, and are required to do so.

3) GAINING ACCESS TO FLETC CHARLESTON

(a) Personnel that possess a valid Government Common Access Card (CAC) are cleared to access FLETC Charleston. This includes Foreign Nationals.

(b) Contractors without a valid CAC that are U.S. Citizens and seeking access to the FLETC/Federal Complex are required to be issued a FLETC ID Badge. Contractors shall submit completed DHS Form 11000-25 and OF-306 (or updated versions of the aforementioned forms if distributed by the COR following the award of the contract) to the COR **a minimum of 14 days prior to the start date**. If the Contractor is expected to be onsite for 5 days or less, a FLETC Form 121-00-02 may be utilized. This form cannot replace the normal application process if the Contractor will be returning to base multiple times within the same contract period. A single FLETC Form 121-00-02 is authorized per Contractor per contract period. **All Contractors will be subject to fingerprinting and background check.**

(c) Contractors that are either foreign born or are a foreign national seeking access to the FLETC/ Federal Complex, regardless of time frame, must be issued a FLETC ID Badge. Contractors shall submit completed DHS Foreign National Screening Form 11055, DHS Form 11000-25, and OF-306 and shall provide a copy of their U.S. Passport, Visa, and/or Naturalization Certificate. **This shall be submitted to the COR a minimum of 30 days prior to the start date.** All Contractors born outside the U.S. but are U.S. Citizens will be required to submit DHS Foreign National Screening Form 11055, DHS Form 11000-25, and OF-306 and shall provide proof of U.S. Citizenship in the form of a U.S. Passport or Naturalization Certificate. Contractors that are either foreign born or are a foreign national shall complete fingerprinting regardless of their duration on the cutter.

(d) Arriving at FLETC. Contractors are required to check in at the visitor's center prior to entering the main gate and 1) Pick up a visitor's badge, and 2) Complete a parking pass application prior to gaining access to FLETC. The parking pass shall be completed on-site and requires the contractor to provide a valid license, vehicle registration and proof of insurance. All vehicles are subject to search and FLETC/Federal Complex utilizes 100% ID Checks. Parking for JAMES is located at the foot of PIER PAPA. **THE CONTRACTOR SHALL NOT PARK ON THE PIER.**

(e) Please note that all individuals that are approved for initial base access are given a 30-day badge. Within those 30 days, each individual must be fingerprinted by either USCG Base Charleston or USCG Sector Charleston. There is one POC for each CG entity and their contact information will be provided by the Contracting Officer's Representative (COR). Upon completion of fingerprinting, the Project Manager shall provide the COR with names of Contractors to be added to the Cutter Access List. Those who fail to get fingerprinted and have their fingerprints positively adjudicated (generally a two-week process) within 30 days of being issued the badge will be denied further access to the base.

4) 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.

(b) 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.

(c) 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.

(d) **All personnel (active duty military, civilian employees, contractors, etc.) must submit a completed copy of the Access List Spreadsheet.** This information is provided to the quarterdeck of the vessel and allows ship's personnel to maintain visitor accountability. **Contractors shall sign in and out at the quarterdeck each day and abide by 100% ID checks.** Contractors who are not on the Cutter Access List will not be permitted onboard the cutter.

(e) Access to Secure Spaces on the Cutter. 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 requiring to work in these areas must have their clearance via OPNAV 5521/17 form at least two weeks prior to arrival in addition completing fingerprinting.**

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:

Port Engineer (PE)/COR	LTJG Andrea M. Harris	Andrea.M.Harris@uscg.mil	(843) 740-7096
WMSL QA/ACOR	LT Corrine E. Wright	Corrine.E.Wright@uscg.mil	(843) 740-7096

Contracting Officer	David A. Humfleet	David.A.Humfleet@uscg.mil	(443) 619-2452
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5) ACCESS TO SECURE SPACES

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 required 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.**

6) SUBMITTING ACCESS REQUESTS

(a) All of these forms contain large amounts of Personally Identifiable Information (PII). **Encryption or password protection of emails is HIGHLY ENCOURAGED.**

(b) Please submit all necessary forms via email to the cutter’s Port Engineer (PE) listed below. Please submit all forms in a single email or as size limits allow. The PE will ensure that the forms are secured, reviewed, and forwarded to the proper personnel. You will be notified of any discrepancies with the paperwork.

(c) 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.

(d) 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 do not hesitate to contact any of the personnel on the email lists below with questions for the required forms for submission.

Port Engineer (PE)	LTJG Andrea M. Harris	Andrea.M.Harris@uscg.mil	(843) 740-7096
WMSL QA/ACOR	LT Corrine E. Wright	Corrine.E.Wright@uscg.mil	(843) 740-7096
Contract Specialist	David A. Humfleet	David.A.Humfleet@uscg.mil	(443) 619-2452

7) PIER RESTRICTIONS

United States Coast Guard (USCG) Base Charleston has put into effect new pier restrictions. These new restrictions do **NOT** allow contractor to park vehicles, CONEX boxes, cranes, lifts, or other equipment and materials on the pier. Contractor will be required to utilize a lay-down area off the pier. Please reference **Attachment (9) FLETC Access and Pier PAPA Lay Down** and **Attachment (10) Pier PAPA Load Restriction Clarification**. Contractors are encouraged to conduct a ship check or submit a request for clarification for additional information regarding this restriction.

G) ASSOCIATE CONTRACTOR AGREEMENT (ACA)

After award, the Contractor shall enter into an Associate Contractor Agreement (ACA), if applicable, with one or more other prime contractors with the Government who will be present and performing work on the vessel during the dockside 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.

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

(b) The Firm Fixed Price (FFP) for each Work Item in **Attachment (1), SOSS** 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.

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

i. Prime Contractor under **70Z08522CP4504300**

(d) 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.

(e) 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:

i. 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.

ii. Services to be provided by one Associate Contractor to another [if applicable]

iii. The materials to be provided between the Associate Contractors during performance. [if applicable]

iv. In accordance with Specification General Requirements (para. 3.5), the Prime Contractor shall hold a weekly progress meeting, and also daily production meetings.

a. 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.

b. 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.

c. 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.

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

(f) 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.

(g) 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.

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

(a) 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.

(b) 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.

(c) The Contractor shall complete the report provided herein, entitled, "Government Property Report" (**Attachment (7)**). 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 paragraphs (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.

(d) 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.

I) 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 Quote: 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 quote 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 Reports (CFRs) and Change Requests (CRs) will be transmitted electronically by email. The following will be used for the submission and processing of CFRs and CRs for the duration of the contract performance period:

1) 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:

1. A sequential number.
2. The contract item which the "CFR" relates to.
3. A clear statement, definition, and description of the condition found, including but not limited to frame numbers, part numbers, materials and dimensions as appropriate.
4. A proposed or recommended repair to correct the defective condition.
5. 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.
6. A space on the form for the Coast Guard to make comments.
7. 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.

2) Change Request (CR)

Change Requests (CRs) must be submitted by the COR to the contractor **within 24 hours** after responding to the CFR. Contractor must submit quote to the Contracting Officer **within 72 hours** receipt of the Change Request. Contractors are NOT to proceed with work contained under the Change Request without explicit approval from the Contracting Officer.

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 Quote- 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.

J) ADDITIONAL WORK

(a) **The Contractor shall not perform additional work without the Contracting Officer's authorization.** Additional 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 additional 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 on **Attachment (1), SOSS**.

(b) The Contractor shall furnish a price breakdown directly to the Contracting Officer, itemized as required by the Contracting Officer, of any quote submitted for a contract modification. Unless otherwise directed, the breakdown shall be submitted on an SFLC 002 quote 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 quote includes a request for a time extension, justification shall be furnished with the quote.

(c) This clause is to be used in conjunction with the clause **COMPOSITE LABOR RATE** (See section K of this addendum) 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.

K) COMPOSITE LABOR HOUR RATE

The composite labor hour rate offered shall be the sole labor hour rate used to price the Prime Contractor's direct labor hours for contract changes, i.e. additional 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 quoted and shall not be separately compensated.

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

L) OPTIONAL WORK ITEMS

Optional Work Items identified in **Attachment (1), SOSS and Attachment (2), USCGC JAMES (WMSL 754) Specifications for Dockside Repairs FY2022 (REV-0, 02 July 2021)**, 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 1200 EST Friday, 25 March 2022 or three (3) days after the corresponding Critical Inspection Report (CIR) was accepted (whichever is later), the Contractor shall have the right to refuse to accept the award of such Optional Work Items. The submission guidelines for the Critical Inspection Reports are detailed in **Attachment (2)**.

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 Items.

Optional items shall be awarded by written notice to the Contractor through issuance of a task order for the price provided in the quote. Evaluation of the Optional items will not obligate the Government.

M) 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.

N) 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.

O) 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.

P) INVOICE SUBMISSION PROCESS

(a) The Contractor shall prepare a proper invoice IAW FAR clause 52.212-4(g), and in addition to the information as cited in paragraph (c) of this section. All invoices shall be itemized to correlate to Attachment (1) Schedule of Supplies/Services.

(1) 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:

(i) 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.)

(b) WHEN TO SUBMIT: The contractor must first:

- (1) Receive a fully-executed purchase order, contract, delivery order or task order
- (2) Provide the requirements, and
- (3) Have ACTIVE status in the System for Award Management (SAM) at <https://www.sam.gov>

(c) INVOICE CONTENT: Each invoice must contain the following information:

- (1) Invoice Date
- (2) Invoice Number
- (3) Purchase Order Number or Contract Number or Contract and Delivery/Task Order Number
- (4) Contractor's Name
- (5) Contractor's Address
- (6) Contractor's DUNS
- (7) Contracting Officer's Name
- (8) Contracting Officer's Representative's (COR's) Name (if applicable)
- (9) Invoice Routing Code (IRC) assigned by the Coast Guard as follows: **SFLC-2**
- (10) Period of Performance for Work Invoiced

- (11) Contract Line Item Number(s) (CLIN(s)) and Description (if applicable)
- (12) CLIN units for the period (if applicable), CLIN rate (if applicable), CLIN Total (if applicable)
- (13) For Travel: Components in accordance with FAR 31.205-46
- (14) Invoice Total
- (15) Discount Offerings
- (16) Status as a Small Business (if applicable) for accelerated payment
- (17) The last invoice submitted for this award must be clearly labeled with "FINAL INVOICE."
- (18) NOTE: A request for payment is proper if it includes the items required by the clause at FAR 52.232-25, Prompt Payment [(a)(3)(i) through (a)(3)(ix), with common items captured in the list above] and those items are accurate. If a request for payment does not include all the items required by the clause at FAR 52.232-25, Prompt Payment, or any information is inaccurate, then the request is not proper and will be returned to the contractor with a statement of the reason(s) it is not proper.

(d) How to Submit Invoices:

- (1) The contractor must submit each invoice in accordance with the Coast Guard Vendor information at: **TBD**. The contractor must not submit duplicate copies of the invoice, and the contractor must only submit the invoice via one submission method (example: online).
- (2) The contractor must email the invoice and supporting documentation to include the invoice receipt generated by FINCEN from step (c)(1) above. **Failure to email the invoice and supporting documentation to the following contacts may result in invoice rejection or delay in payment:**

David.A.Humfleet@uscg.mil - Contract Officer

Andrea.M.Harris@uscg.mil - Contracting Officer's Representative (COR)

- (3) Invoices shall only include work that has been incorporated via the contract or signed 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.

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

(b) PROMPT PAYMENT INFORMATION: 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 date is:

(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 must 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 must 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) Payment inquiries and status may be obtained at the following website:
- (i) <https://www.uscg.mil/fincen/electron/>
- (6) Failure to follow any of these instructions will result in invoice rejection.

(e) RESPONSIBLE OFFICIAL(S) WHO CAN RECEIVE NOTIFICATION OF AN IMPROPER INVOICE AND ANSWER QUESTIONS REGARDING THE INVOICE.

For use in the event your firm receives a contract as a result of this solicitation, designate below the responsible official(s) who can receive notification of an improper invoice and answer questions regarding the invoice.

NAME: _____
TITLE: _____
ADDRESS: _____

PHONE: _____
EMAIL: _____

Q) CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

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

- (i) to other Federal procurement activities which request it;
- (ii) when SFLC must release pursuant to a Freedom of Information Act (FOIA) request; or
- (iii) when prior written consent is requested and obtained from the contractor.

(End of 52.212-4 Addendum)

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS. (SEP 2021)

(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](#))).

(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:

- ☒ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (June 2020), 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 (Jun 2020) ([41 U.S.C. 3509](#))).
- ☐ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ☒ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- ☐ (5) [Reserved].
- ☒ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

- ☒ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) ([31 U.S.C. 6101 note](#)).
- ☒ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).
- ☐ (10) [Reserved].
- ☐ (11)
 - ☐ (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) ([15 U.S.C. 657a](#)).
- ☐ (12)
 - ☐ (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ☐ (13) [Reserved]
- ☒ (14)
 - ☒ (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).
 - ☐ (ii) Alternate I (Mar 2020) of [52.219-6](#).
- ☐ (15)
 - ☐ (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).
 - ☐ (ii) Alternate I (Mar 2020) of [52.219-7](#).
- ☒ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ☐ (17)
 - ☐ (i) [52.219-9](#), Small Business Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)](#)).
 - ☐ (ii) Alternate I (Nov 2016) of [52.219-9](#).
 - ☐ (iii) Alternate II (Nov 2016) of [52.219-9](#).
 - ☐ (iv) Alternate III (Jun 2020) of [52.219-9](#).
 - ☐ (v) Alternate IV (SEP 2021) of [52.219-9](#).
- ☒ (18)
 - ☒ (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
 - ☐ (ii) Alternate I (Mar 2020) of [52.219-13](#).
- ☐ (19) [52.219-14](#), Limitations on Subcontracting (SEP 2021) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ☐ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ☐ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) ([15 U.S.C. 657f](#)).
- ☒ (22)
 - ☒ (i) [52.219-28](#), Post Award Small Business Program Representation (SEP 2021) ([15 U.S.C. 632\(a\)\(2\)](#)).
 - ☐ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- ☐ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) ([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 (SEP 2021) ([15 U.S.C. 637\(m\)](#)).
- ☐ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- ☐ (26) [52.219-33](#), Non-manufacturer Rule (SEP 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).
- ☒ (27) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).

- ☒ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan2020) (E.O.13126).
- ☒ (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- ☒ (30)
 - ☒ (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
 - ☐ (ii) Alternate I (Feb 1999) of [52.222-26](#).
- ☒ (31)
 - ☒ (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
 - ☐ (ii) Alternate I (Jul 2014) of [52.222-35](#).
- ☒ (32)
 - ☒ (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
 - ☐ (ii) Alternate I (Jul 2014) of [52.222-36](#).
- ☒ (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- ☒ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (35)
 - ☒ (i) [52.222-50](#), Combating Trafficking in Persons (Oct 2020) ([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).
- ☒ (36) [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](#).)
- ☐ (37)
 - ☐ (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.)
- ☐ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ☐ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ☐ (40)
 - ☐ (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](#).
- ☐ (41)
 - ☐ (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
 - ☐ (ii) Alternate I (Jun2014) of [52.223-14](#).
- ☒ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ([42 U.S.C. 8259b](#)).
- ☐ (43)
 - ☐ (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](#).

- ☐ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ☐ (45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
- ☒ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
- ☐ (47)
 - ☐ (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).
 - ☐ (ii) Alternate I (Jan 2017) of [52.224-3](#).
- ☐ (48) [52.225-1](#), Buy American-Supplies (Jan2021) ([41 U.S.C. chapter 83](#)).
- ☒ (49)
 - ☒ (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (Jan 2021)([41 U.S.C.chapter83](#), [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 (Jan 2021) of [52.225-3](#).
 - ☐ (iii) Alternate II (Jan 2021) of [52.225-3](#).
 - ☐ (iv) Alternate III (Jan 2021) of [52.225-3](#).
- ☐ (50) [52.225-5](#), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- ☐ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (F 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (52) [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. 2302Note](#)).
- ☐ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).
- ☐ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).
- ☒ (55) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).
- ☐ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- ☐ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- ☐ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) ([31 U.S.C. 3332](#)).
- ☐ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- ☐ (60) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
- ☐ (61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- ☐ (62) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).
- ☐ (63)
 - ☐ (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:

- ☐ (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- ☐ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ☐ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ☐ (4) [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](#)).
- ☐ (5) [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](#)).
- ☐ (6) [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](#)).
- ☐ (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Nov 2020).
- ☐ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- ☐ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([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, as defined in FAR [2.101](#), on the date of award of this contract, 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 (Jun 2020) ([41 U.S.C. 3509](#)).
- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

- (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (vii) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O.11246).
- (viii) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- (x) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([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 (Oct 2020) ([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 (May2014) ([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 (Nov 2020).
- (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 (Jun 2020) ([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. 55305](#) 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)

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 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS
SUBCONTRACTORS (DEC 2013) (DEVIATION 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 contract.

(2) 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)

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.acquisition.gov/browse/index/far>

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

(End of Clause)

FAR 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 (HSAR) (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)

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

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Treatment of Certain Rights.*

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

- (i) Warrants;
- (ii) Options;
- (iii) Contracts to acquire stock;
- (iv) Convertible debt instruments; and
- (v) Others similar interests.

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

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

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

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

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

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

(End of clause)

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.
- ☐ 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)
- ☐ 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)

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) 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.
- (d) 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.
- (e) The Contractor's liability shall extend for an additional 60-day guarantee period on those defects or deficiencies that the Contractor corrected.
- (f) 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 price. Failure to agree upon an equitable reduction shall constitute a dispute under the Disputes clause of this contract.

(End of Clause)

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

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

HSAR 3052.228-70 Insurance (DEC 2003) - ADDENDUM

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 3052.228-70 Addendum)

(End of Section D)

SECTION E – PROVISIONS**E1. PROVISIONS INCORPORATED BY REFERENCE:**

In accordance with FAR Provision 52.252-1, this solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text.

Provision	Provision Title	Date
FAR 52.204-7	System for Award Management	Oct 2018
FAR 52.204-26*	Covered Telecommunications Equipment or Services-Representation (See Attachment (12))	Oct 2020
FAR 52.209-7*	Information Regarding Responsibility Matters	Oct 2018
FAR 52.212-1	Instructions to Offerors -- Commercial Items	Jun 2020
* Provision must be completed by the Offeror and submitted with the quotation. Full text copy of the provision may be accessed at https://www.acquisition.gov/far/part-52 . (Reference FAR 52.102(c) and FAR 52.252-1)		

E2. PROVISIONS IN FULL TEXT:**FAR 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020) (See Attachment (11))**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(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. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) 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. 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. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

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

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

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

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JUN 2020) - ADDENDUM

A) SUBMISSION OF QUOTES

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

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

(2) Offerors are cautioned that the government could elect to award a contract without discussion therefore, initial quotes should represent the best possible effort.

(3) 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 quote.

(4) The quote 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.

(5) 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 tenfold out pages no larger than 11 x 10 x 17 inches will be allowed as an appendix to the technical volume. Quotes shall not be supplemented by a package or reference or reference documents. Pages exceeding the limitations will be removed from the quote 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 quote being returned to the offeror as noncompliant with the RFQ requirements.

(6) All pages in the quote shall be numbered and identified with the offeror's name and JAMES DS FY22 FYQ2. 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), SOSS** completed with a cost associated with each line item, to include labor.
3. Planning document in graphical format as detailed in **Section E2, FAR 13.106, A) Factor I: Technical Capability.**
4. **Attachment (3), Past Performance Information Form.**
5. Solicitation Amendments (signed SF-30s) (if applicable)
6. Small Business Self Certification for applicable set-aside (i.e. HUBZone, Small Business, SDVOSB, 8(a))
7. 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
8. Proof of Insurance (Statement of Coverage from current Insurance carrier)
9. List the names of ALL Subcontractors that the Offeror anticipates to subcontract to. 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)
10. Completed FAR 52.212-3 Offeror Representations and Certifications -- Commercial Items IAW **Section E1, Provisions Incorporated By Reference.**
11. Statement of Understanding. A statement of understanding of the current pier restrictions and limitations associated with it.

Email submission shall not exceed 10 MBS.

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

FAR 13.106 Evaluation - Commercial Items - Simplified Acquisition Procedures (SAP)

The provision at FAR 52.212-2 Evaluation of Commercial Items is not applicable to this solicitation. In lieu of this provision, quotes will be evaluated in accordance with FAR 13.106-2 based on the criteria listed below. The evaluation factors and characteristics of this section are the mandatory minimum requirements for an Offeror's quotation to be eligible for evaluation. Failure to comply with the requirement may lead to outright rejection of the quote.

The offeror shall clearly state in its quotation how it intends to accomplish this contract. Mere acknowledgment or restatement of a requirement or task is not acceptable and offerors are cautioned that "parroting" of the Technical requirements or the Specifications with a statement of intent to perform does not reflect an understanding of the requirements or capability to perform. Relevance to the effort listed herein is critical. Each factor shall be specific and complete. All the requirements under the solicitation are mandatory. The information in the quotation shall be presented in a clear, coherent, and concise manner.

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. Technical Capability,
2. Past Performance, and
3. Price

Technical Capability is considered equal in importance to Past Performance. Non-price factors are considered significantly more important than Price. If non-price evaluations of offers result in equal ratings, Price will become a determinative factor in the Best Value Decision.

A) Factor I: Technical Capability

The offeror shall provide, in detail, a performance approach that will successfully accomplish the requirements in accordance with Attachment (2), Specifications. Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of each quotation. Proprietary information shall be clearly marked.

Offerors are required to submit a legible Planning Document with the following characteristics:

- Graphical in format
- Shows overall period of performance for each Work Item, 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 all work item time periods that require subcontractor 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.

Offeror's Technical Capability will be evaluated using the following ratings:

Rating	Definitions
High Confidence	The government has high confidence that the Offeror understands the equipment, proposes a sound approach, and will be successful in performing the contract with little or no Government intervention.
Moderate Confidence	The government has moderate confidence that the Offeror understands the equipment, proposes a sound approach, and will be successful in performing the contract with moderate Government intervention.
Low Confidence	The government has low confidence that the Offeror understands the equipment, proposes a sound approach, and will be successful in performing the contract even with Government intervention.

B) Factor II: Past Performance

The Offeror shall identify at least three (3) but no more than five (5) 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 as the **Prime Contractor** by the company submitting the quote during the last three (3) years. These contracts shall be identified utilizing **Attachment (3), Past Performance Information Form**. Any past performance information provided not utilizing Attachment (3) WILL NOT be evaluated for consideration of award.

Offerors shall provide a narrative explanation of each contract listed in Attachment (3) to include detailing how the effort is relevant to the requirements of this solicitation and describing the objectives achieved. The burden is on the Offeror to identify in its quotation any and all extenuating circumstances which may bear on the Government's evaluation of unfavorable reference information.

Past Performance Evaluation Questionnaire Forms, Attachment (5), shall be completed for all contracts identified in Attachment (3). Offerors shall send **Attachment (4), Past Performance Questionnaire Cover Letter** and the Past Performance Evaluation Questionnaire to the technical representative responsible for that contract. For Government contracts the cover letter and questionnaire shall also be sent to the Government Contracting Officer responsible for that contract. In cases where the performance was conducted as a subcontractor, the questionnaires shall be provided to the prime contractor POC, in addition to the Government POC if applicable. All POCs shall be instructed to electronically complete the questionnaire and e-mail the entire, completed questionnaire within the **30** calendar days of release of the RFQ to the Contracting Officer designated in the cover letter.

A Past Performance Evaluation will be conducted in accordance FAR 13.106-2(b)(3). A performance confidence evaluation will be completed for each Offeror with ratings as described in the below table. This is an evaluation of the Government's confidence that the Offeror will successfully perform the solicitation's requirements based upon the Past Performance of that Offeror.

Rating	Description
High Confidence	Based on the Offeror's performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's performance record, the Government has a satisfactory expectation that the Offeror will successfully perform the required effort.
Neutral Confidence	No performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorable or unfavorable on the factor of past performance.
Limited Confidence	Based on the Offeror's performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.

C) Factor III: Price

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

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 WORK ITEMS: These are the work items, which, if there is an award at all, will be awarded. The quote shall be evaluated to include the price for each definite item.

(2) OPTIONAL WORK 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. See FAR Clause 52.212-4 addendum section K for additional information.

Offeror's price shall represent the best price in response to the request for quotes. 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.

D) 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 quotes submitted in response to this solicitation shall stand firm for 60 calendar days from the date specified in this solicitation for receipt of quotes.

(b) 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.

C) VALIDITY PERIOD OF QUOTES

The Offeror agrees to hold the prices in its quote firm for **60 calendar days** from the date specified for receipt of quotes, unless another time period is specified in an addendum to the solicitation.

D) 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.

E) INSPECTION OF CUTTER PRIOR TO SUBMISSION OF QUOTES

(1) 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. The following USCG Cutters (USCGCs) will be available for Ship Check during the solicitation period during the identified periods.

Cutter Name	Location	Availability
USCGC JAMES	Charleston, SC	10/05/21-11/02/21
USCGC STONE	Charleston, SC	10/05/21-11/02/21
USCGC WAESHCE	Alameda, CA	10/20/21-11/02/21
USCGC MUNRO	Alameda, CA	10/20/21-11/02/21
USCGC MIDGETT	Honolulu, HI	10/05/21-11/02/21
USCGC KIMBALL	Honolulu, HI	10/19/21-11/01/21

USCG Cutter availability is subject to change without notice. Offerors are advised to contact the following to arrange to the ship check for any of the above USCG Cutters.

Port Engineer (PE)	LTJG Andrea M. Harris	Andrea.M.Harris@uscg.mil
Alternate COR	LT Corrine E. Wright	Corrine.E.Wright@uscg.mil
Contracting Officer	David A. Humfleet	David.A.Humfleet@uscg.mil

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

(3) 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.

F) WELDING CERTIFICATIONS AND QUALIFICATIONS

This solicitation may contain welding line items as either Definitive or Optional Items. 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 as part of the quotation. 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.

(End of 52.212-1 Addendum)

FAR 52.212-3 Offeror Representations and Certifications-Commercial Items (Feb 2021) with Alternate I (Oct 2014).

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 (v) of this provision.

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

"Covered telecommunications equipment or services" has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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—

(1) 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

(2) 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.

Reasonable inquiry has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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"—

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—

(1) 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.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, 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 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.

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.

(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(s) applicable to the NAICS code(s) 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 (v) 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 will 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.

(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.

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

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

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

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

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

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

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

_____ Black American.

_____ Hispanic American.

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

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

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

_____ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246- (1) Previous contracts and compliance. The offeror represents that-

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions (31 <http://uscode.house.gov/> 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) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "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) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "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
_____	_____
_____	_____

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) of 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.

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.

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Line Item No.	Country of Origin
_____	_____
_____	_____

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;

(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 the threshold at [9.104-5\(a\)\(2\)](#) 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 products.*

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 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 CFR1.6049-4;

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 e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* 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 the threshold at FAR [25.703-2](#)(a)(2) 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 (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 sections 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 an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(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 ([12.301](#)(d)(1)).

(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 website 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 website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website 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 website(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).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that—

(i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

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)

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: David A. Humfleet, 2401 Hawkins Point Road, Baltimore, MD 21226 or via email at David.A.Humfleet@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)

FAR 52.237-1 SITE VISIT (APR 1984)

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

Vessel Name	USCGC JAMES
Vessel Home Address	1050 REGISTER ST North Charleston, SC 29405
P.O.C for Site Visit	LTJG Andrea M. Harris
P.O.C. Phone Number	(843) 740-7096
P.O.C. Email	Andrea.M.Harris@uscg.mil
Contracting P.O.C.	David Humfleet
Contracting P.O.C Phone	(443) 619-2452
Contracting P.O.C. Email	David.A.Humfleet@uscg.mil

(End of Provision)

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):

FAR: <https://www.acquisition.gov/browse/index/far>HSAR: <http://www.dhs.gov/publication/hsar>

(End of Provision)

(End of Section E)

(End of Solicitation)