

USCGC SAWFISH (WPB 87357)
DRY-DOCK REPAIRS
70Z08023QPBPL0003

NOTICE FOR FILING AGENCY PROTESTS
United States Coast Guard Ombudsman Program

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

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

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

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

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

The Ombudsman Hotline telephone number is 202.372.3695.

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This is a combined synopsis/solicitation for commercial items prepared in accordance with Federal Acquisition Regulation (FAR) subpart 12.6 and subpart 13.5 as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotations are being requested and a written solicitation will not be issued. Solicitation number 70Z08023QPBPL0003 is issued as a Request for Quotations (RFQ). This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) through [Federal Acquisition Circular \(FAC\) 2022-01 effective , December 01, 2022](#), [Department of Homeland Security Acquisition Regulation \(HSAR\) effective October 2022](#), [Homeland Security Acquisition Manual \(HSAM\) 2022-02 effective December 20, 2022](#), [Coast Guard Acquisition Procedures \(CGAP\) 2017-02 effective June 10, 2022](#), [FAR Class Deviation 14-01 \(DEC 2014\)](#), [FAR Class Deviation 22-02 \(OCT 2021\)](#), [FAR Class Deviation 2020-05 \(APR 2020\)](#), and [FAR Class Deviation 2020-05 Rev 2 \(DEC 2020\)](#).

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

SOLICITATION DOCUMENTS:

Attachment 1: Schedule of Services

Attachment 2: Statement of Work – Specification (REV-0,20 September 2022)

AGENCY INFORMATION:

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PERIOD OF PERFORMANCE: The period of performance for this contract is 28 February 2023 through 02 May 2023.

PLACE OF PERFORMANCE: The place of performance will be at the contractor's facility.

SUBMISSION OF QUESTIONS OR CLARIFICATION: E-mail questions shall be sent to the Contracting Specialist. Please indicate 70Z08023QPBPL0003 in the Subject line. **Questions shall be submitted by 25 January 2023 at 10:00 AM Eastern.** Responses to all questions will also be uploaded to the Solicitation posting in **SAM.GOV**.

SUBMISSION OF QUOTES: E-mail quotations shall be sent to the Contract Specialist. Please indicate 70Z08023QPBPL0003 in the subject line. **Contractor must affirm that the pricing provided from the quote shall be valid up to the date of contract award. Quotes shall be submitted by 30 January 2023 at 10:00 AM Eastern.** Anticipated award date is on or about 02 February 2023.

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Statement of Requirement

The proposed contract to be awarded by the United States Coast Guard (USCG) shall be for DRY-DOCK repairs to the USCGC SAWFISH (WPB 87357) as specified in SPECIFICATION FOR DRYDOCK REPAIRS – Specification (REV-0, 20 September 2022). The contractor shall provide all labor, materials, equipment, etc. necessary to meet the requirements of the specification. Essential physical characteristics: 87' Foot Patrol Boat, with a water depth of 10'11" and height of 50'2" with a full load displacement of 93.5 Metric tons.

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

The provision at 52.212-1, Instructions to Offerors-Commercial, applies to this acquisition and is tailored in its entirety for simplified acquisitions:

Instructions to Quoters—Commercial Items

- (a) Submitting your quote. Submit your company's quote in writing via email to the contract specialist and the contracting officer. You may submit more than one quote. If you do, we will evaluate each separately.
- (b) Submission deadline. We must receive your quote at the email address specified elsewhere in the solicitation. We will not consider any quote that we receive after the deadline unless we receive it before we issue a purchase order and considering it will not delay our purchase. In case of an emergency that delays our operations and makes submission or receipt of your quote impossible, we will extend the deadline by one working day.
- (c) Terms and content of your quote. Your quote must be based on the terms of this RFQ. We might reject any quote that is not based on these terms in every respect. Your quote must contain all of the information described below.
- (d) Small Business Status. In order to submit a quote, you must know whether your company is a small business. The small business size standard that applies to this purchase is stated in elsewhere in this solicitation, along with the North American Industry Classification System (NAICS) code on which it is based.
- (e) Issuance of purchase order. Your quote should contain your best terms. The Contracting Officer may reject any or all quotes. After the evaluation of quotes, the Contracting Officer may negotiate final terms with one or more quoters of the Government's choice before issuing a purchase order. The Contracting Officer will not negotiate with any quoters other than those of the Government's choice and will not use the formal source selection procedures described in FAR Part 15.
- (f) The Contracting Officer may issue a purchase order to other than the quoter with the lowest price. We might issue an order for less than the quantity on which your quote is based, at the quoted price, unless you tell us that you will not accept an order on that basis.
- (g) Information to be submitted. Put the following information on the first page of your quote:
 - 1. the number of this RFQ;
 - 2. your company name, address, Unique Entity Identifier (see below) and telephone number;
 - 3. your price and any discount terms;
 - 4. acknowledgement of any amendments to this RFQ; and
 - 5. a statement that you assent to all terms of this RFQ.
- (h) Beginning on the second page of your quote, provide the following information in the

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following order:

1. all required technical documentation as identified in the “Technical” evaluation factor;
 2. the terms of any express warranty;
 3. your payment address;
 4. ****Optional**** references to current or former customers who will attest to the quality of your product or service in the within the past three years, including (i) customer name, (ii) customer address, (iii) contract or purchase order numbers, (iv) persons to contact, and (v) telephone numbers.
- (i) Product samples. If this RFQ requires that you submit product samples, you must deliver them to us at the location specified for our receipt on or before the deadline for submission of your quote. We will not pay for the samples, and we will return them to you only upon request and at your expense, unless they are destroyed during testing.
- (j) Availability of Government Documents. If the descriptions in this RFQ of the products or services we want to buy refer to any Government specification, standard, or commercial item description, you may obtain a copy of any such documents from the places listed in Federal Acquisition Regulation 52.212-1, paragraph (i) and listed in 52.211-3 in this RFQ.
- (k) System for Award Management (SAM). Unless exempted by the Contracting Officer, you must register in SAM before we will issue a purchase order to you. If you do not register by the date set by the Contracting Officer, the Contracting Officer might issue the order to a different quoter. Once registered, you must remain registered throughout performance until final payment. Go to <https://www.acquisition.gov> for information on SAM registration and annual confirmation.
- (l) *Unique entity identifier*. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR [subpart 32.11](#)) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

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

Evaluation Criteria

The Government will select the quote that is most advantageous to the Government based on the following factors:

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

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Technical Approach	Submit a brief overview planning document using any means (computer generated, hand written, etc.) that outlines the strategy for ensuring that this requirement is completed on or before the contract completion date. The planning document shall include at least: 1) Proposed schedule, resources, completion-dates, float, and major milestones for the various tasks required to complete this contract and 2) Identify a list of items that may pose the most contract schedule risk and approach to mitigate or eliminate each risk. 3) Capture schedule coordination with USCG-hired contractors to provide access in order to perform the work outlined in General Requirements, Paragraph 1.1.2. NOTE: Negative responses are required for any items listed above that the contractor does not identify (i.e. schedule risk).
Coatings Certification Requirements	Submit a description of how you intend to meet SFLC Standard Specification 0000 coatings QC/QA requirements for this contract. This plan must include the names of any subcontractors and resumes for any proposed QP1 certified painters and/or independent NACE CIP Level 3 inspectors.
Handling of Mast Interferences	Provide evidence (e.g. resume, etc.) of staff or sub-contracted electronic/electrical technicians who possess experience with proper removal, handling, and storage of sensitive/delicate electronic equipment typically installed on masts (e.g. radars, antennas, MARFLIR, etc.) and a description of any recent similar project that have been successfully completed.
Welding Certifications/Procedures	Submit welding documentation (e.g. WPSs, welder certs, etc.) in accordance with SFLC Standard Specification 0740, specific to your internal or subcontracted staff for the weld joints that will be installed.
Dry Dock Certifications and Pre-Award Calculations	Submit all documents specified under "3.5.1 Pre-award events" in SFLC Standard Specification 8634 (e.g. dry dock facility certifications, pre-award calculations, etc.).
Fire Protection Plan	Fire Plan submission. The Contractor must submit a copy of the developed availability specific fire plan as requested in the Fire Protection and Response work item, with the Contractor's bid.

Price:

The contractor shall provide pricing as requested in Attachment 1, Schedule of Services **70Z08023QPBPL0003**. Contractor's price shall represent the best price in response to the request for quote. The price shall be evaluated to determine fairness and reasonableness. The contractor shall provide detailed breakdown of their pricing to include but not limited to labor hours, estimated material and shipping costs, and subcontractor quotes.

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

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obligate the Government to exercise the option(s).

Foreseeable Costs:

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

LOCATION OF CONTRACTOR'S SHIPYARD

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

Name and Location of the Contractor's Shipyard: _____

FORESEEABLE COST FACTORS PERTAINING TO DIFFERENT SHIPYARD LOCATIONS

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

(1) Transit Cost:

- i. Vessel operational cost will be calculated based on one round trip from the vessel's homeport of Gulfport, MS to the contractor's facility. Distance will be based on the NOAA publication, "Distance Between U.S. Ports" or other authority (in order of priority), including Army Corp of Engineers or U.S. Navy transit publications, if the shipyard location is not contained in the NOAA publication.
- ii. Transit cost to navigate the vessel between its homeport and the contractor's offered place of performance is \$27.41 per nautical mile. The number of nautical miles to transit between the contractor's shipyard and the vessel's homeport will be multiplied by the operational cost.

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

- i. Family Separation Allowance for six (6) personnel in accordance with Family Separation Allowance listed under DFAS.mil; Pay & Allowance; Family Separation Allowance for six (6) crew members entitled to Family Separation Allowance. This entitlement is calculated from the 31st day of the availability until the planned date of completion.

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

- i. COR Homeport Travel: There will be a transportation cost for one (1) Contracting Officer's Representative (COR) for ten (10) round trip(s) between the contractor's offered place of performance and the COR's official duty station at the cost of coach-type airfare. The COR's duty station is New Orleans, LA.
- ii. There will be a per diem expense for 65 calendar days to support one (1) COR and eleven (11) crew members while in the city of the place of contract performance, to be determined in accordance with the Joint Federal Travel Regulations (JFTR). The cost of car rental for the estimated performance period will also be included

Quoters are required to include a completed copy of the provision at 52.212-3 Offeror Representations and Certifications – Commercial Items, Alternate I of 52.212-3

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

(c) Changes – ship repair

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

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

(b) Method of shipment or packing;

(c) Place of performance of the work;

(d) Time of commencement or completion of the work; and

(e) Other requirements within the general scope of the contract.

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

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

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

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the property.

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

(w) Required Insurance

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

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

The insurance certificate must provide the name of the US Coast Guard vessel and the contract number as specifically insured. A copy of the insurance certificate shall be provided to the Contract Specialist prior to start of performance.

(x) Change Request (CR) – Growth Work

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

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

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

b. Indirect costs are defined as all non-direct production costs and support functions, defined as functions that do not directly contribute to the alteration, modification, or repair of the item or

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system identified. Examples of indirect costs include the following: planning, estimating, supervision, management, ship superintendent functions, clerical, surveying, security, transportation, supervision, labor costs, worker-compensation, taxes, inventory control, warehousing, licensing, insurance, all other support items and functions, fixed asset costs, rentals on items normally owned as fixed assets such as tools and hand operated power tools, electrical generators and compressors for operating tools (for drydocks), jigs and fixtures fabricated and used in shop to support production functions, security, contractor facility upkeep and utilities, workman's compensation, taxes, office supplies, etc.

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

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

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

b. Direct subcontracted services: direct production service items and procured by the Contractor to support the contract (e.g. gas-free engineering services, rented crane services, rented temporary air conditioning units and other rented tools not normally owned as fixed assets, etc.)

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

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

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

CR Process will occur in the following order:

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

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

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quotes:

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

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

(y) Schedule of work

(1) Notwithstanding other requirements specified in this contract, the contractor shall provide to the Contracting Officer and COR the following documents within three (3) working days of the vessel's arrival at the contractor's facility for dry-dock availabilities and at the arrival conference for dockside availabilities:

- a. Production Schedule.
- b. Work Package Network.
- c. Total Manpower Loading Curve.
- d. Trade Manning Curves.
- e. Subcontracting List.

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

(3) Growth work ordered and agreed upon, whether or not yet formalized via a change order (contract modification), shall be added to the Production Schedule, Trade Manning Curves, and Subcontracting List and submitted to the Contracting Officer and COR at each weekly Progress Meeting. Any anticipated or unanticipated deviation (greater than two (2) calendar days) from the Production Schedule shall be immediately brought to the attention of the Contracting Officer and COR.

(4) Any deviation in the Production Schedule which results in a delay in the completion of work on a vessel past the established performance period completion date may entitle the Government to remedies for late performance under subparagraph (f) of this clause titled Excusable delays.

(z) Access to the Vessel

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

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perform their duties. All such personnel shall comply with contractor rules and regulations governing personnel at its shipyard, including those regarding safety and security.

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

(aa) Temporary Services

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

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

(ab) Contract Deficiency Report

The Contracting Officer or Contracting Officer's Representative (COR) may issue a Contract Deficiency Report (CDR), SFLC Form 005. The Contractor shall respond in writing within 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.

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

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

(End of FAR 52.212-4 Addendum)

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

- (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).
- (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).
- (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (NOV 2020) ([15 U.S.C.644](#)).
- (16) [52.219-8](#), Utilization of Small Business Concerns (NOV 2020) ([15 U.S.C. 637\(d\)\(2\) and\(3\)](#)).
- (22) [52.219-28](#), Post Award Small Business Program Representation (SEP 2021) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O. 11755).
- (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O. 11246).
- (35)(i) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (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).
- (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).
- (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (58) [52.232-33](#), Payment by Electronic Funds Transfer System for Award Management (OCT 2018) ([31 U.S.C. 3332](#)).
- (63) [52.204-13](#), System for Award Management Maintenance (OCT 2018)
- (64) [52.204-7](#), System for Award Management (OCT 2018)
- (65) [52.204-16](#), Commercial and Government Entity Code Reporting (AUG 2020)
- (66) [52.204-18](#), Commercial and Government Entity Code Maintenance (AUG 2020)
- (67) [52.209-7](#), Information Regarding Responsibility Matters (OCT 2018)
- (68) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (NOV 2021)
- (69) [52.204-1](#), Approval of Contract (DEC 1989)

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(70) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021)

(71) [52.204-24](#), Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

(72) [52.204-25](#) Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

(End of clause)

Full Text Clauses

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (JUNE 2020)

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

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

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold, as defined in FAR [2.101](#) on the date of subcontract award.

(End of clause)

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)

(a) Definitions. As used in this clause—

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

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

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

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

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

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

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security controls:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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- (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, and the Enterprise Security Operations Center (SOC) at NDAA_Incidents@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.
- (2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 1 business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

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

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(End of clause)

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

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(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,

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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](mailto: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

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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)

52.219-14 LIMITATIONS ON SUBCONTRACTING (OCT 2021) (DEVIATION OCT 2021)

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

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

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

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

(c) Applicability. This clause applies only to—

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

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

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

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

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or FAR Class Deviation 22-02 Page 3 of 6

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

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

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

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

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

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees to the following requirements in the performance of a contract assigned a North American Industry Classification System (NAICS) code applicable to this contract:

(1) Services (except construction). It will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.

(i) The following services may be excluded from the 50 percent limitation: FAR Class Deviation 22-02 Page 4 of 6

(A) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code (562910), cloud computing services, or mass media purchases.

(B) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). It will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract

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amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract.

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

(4) Construction by special trade contractors. It will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity FAR Class Deviation 22-02 Page 5 of 6 further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

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

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

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

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

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

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

(End of clause)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (NOV 2021)

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

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

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(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 products or commercial services.

(End of clause)

52.237-1 Site Visit

This RFQ is for the dockside repairs of the USCGC SAWFISH (WPB 87357) hereinafter referred to as “vessel.” The vessel’s home pier is located in Gulfport, MS. The point of contact for site surveys is **CPO James Hartsell**, who can be reached at (252) 622-9990 or via email James.D.Hartsell@uscg.mil. Contractors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. Site Visits/Ship Check should be scheduled and completed **NLT 24 January 2023**.

52.252-6 Authorized Deviations in Clauses (NOV 2020)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any Homeland Security Acquisition Regulation (48 CFR 30) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

Homeland Security Acquisition Regulation (HSAR) Clauses

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

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:

*[The Contracting Officer has identified the following
provisions and clauses as applicable.]*

- (b) Clauses.
 - 3052.204-71 Contractor Employee Access
 - 3052.205-70 Advertisement, Publicizing Awards, and Releases
 - 3052.217-91 Performance

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3052.217-92 Inspection and Manner of Doing Work
3052.217-93 Subcontracts
3052.217-94 Lay Days
3052.217-95 Liability and Insurance
3052.217-96 Title
3052.217-97 Discharge of Liens
3052.217-98 Delays
3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair
3052.217-100 Guarantee (USCG)
3052.228-70 Insurance
3052.242-72 Contracting Officer's Technical Representative

(End of clause)

HSAR 3052.217-100 Guarantee (USCG).

- (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)

52.252-2 Clauses Incorporated by Reference

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

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52.204-9	Personal Identity Verification of Contractor Personnel
52.237-2	Protection of Government Buildings, Equipment, and Vegetation
52.245-1 w/ Alt I	Government Property
52.245-9	Uses and Charges
HSAR 3052.211-70	Index for Specifications
HSAR 3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work
HSAR 3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility
HSAR 3052.223-90	Accident and Fire Reporting

Contract Administration

INVOICE SUBMISSION PROCESS

Electronic Submission of Payment Requests

(a) Definitions. As used in these instructions -

(1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must: comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract. In addition, discount offerings and small business status if available shall be stated. If travel was allowable and approved, components in accordance with FAR 31.205-46 shall be provided.

(b) Effective November 17, 2021, except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.

(c) The Contractor may submit payment requests using a method other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with Coast Guard procedures.

(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

(II) Contractor Performance Assessment Report (CPAR)

(a) GENERAL: The U.S. Coast Guard Surface Forces Logistic Center (SFLC) will monitor and evaluate the successful contractors past performance of this contract and prepare a Contractor Performance Assessment Report (CPAR) in accordance with FAR Part 42.1502. All information contained in this assessment may be used, within the limitations of FAR 42.1502, by the government for future source selections and in accordance with FAR 15.304, when past performance is an evaluation factor for award.

(b) NOTIFICATION: Upon completion of the contract, the contractor will be notified of

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the assessment. The contractor will be allowed 60 days to respond to the SFLC's assessment of its performance entered into CPARS. The contractor's response, if any, will be made part of the CPAR system.

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

Full Text Provisions

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

U.S. Coast Guard standard specifications can be downloaded by copying the following link to a web browser: <https://www.dcms.uscg.mil/Our-Organization/Assistant-Commandant-for-Engineering-Logistics-CG-4-/Logistic-Centers/Surface-Forces-Logistics-Center/Contracting-Links/Standard-Specifications/Orders> . Orders for reference drawings must be placed by [Keywords]. To request drawings, contact the Contract Specialist. All requests should identify the solicitation number 70Z08023QPBPL0003. U.S. Coast Guard specification reference drawings are available in CD-ROM format and are provided free of charge. The CD-ROM(s) contain WINDOWS compliant raster/vector formats (e.g. *.TIF, *.TIF (group4), *.DWG, and *.DWF, etc.). Drawing measurements should be verified by the Contractor prior to ordering materials.

Solicitation Provisions Incorporated by Reference

52.252-1 Solicitation Provisions Incorporated by Reference

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

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