

USCGC HARRIET LANE (WMEC-903)
Dockside Availability FY23
Combined Synopsis/Solicitation 70Z080-23-Q-MECP0014

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.

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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 **70Z080-23-Q-MECP0014** is issued as a Request for Quotations (RFQ). This solicitation document and incorporated provisions and clauses are those in effect through [Federal Acquisition Circular \(FAC\) 2023-02 effective February 14, 2023](#), [Department of Homeland Security Acquisition Regulation effective March 27, 2023](#), [Homeland Security Acquisition Manual \(HSAM\) 2023-06 effective March 31, 2023](#), [Coast Guard Acquisition Procedures \(CGAP\) 2022-02 effective July 20, 2022](#), [FAR Class Deviation 14-01 \(DEC 2014\)](#), [FAR Class Deviation 2020-05 Rev 2\(AUG 2020\)](#), and [FAR Class Deviation 22-02 \(Oct 2021\)](#).

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD CODE:

The applicable North American Industry Classification Standard (NAICS) Code is 336611. The small business size standard is 1,300 employees. This solicitation is issued as a 100% Total Small Business Set Aside. All responsible small business sources may submit a quotation, which shall be considered by the agency.

TYPE OF CONTRACT

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

AGENCY INFORMATION:

Keith Willis
Contract Specialist

Keith.D.Willis@uscg.mil

Kaity George
Contracting Officer

Kaity.George@uscg.mil

LTJG Marissa Hanson
Contracting Officer's Representative

Marissa.N.Hanson@uscg.mil

PERIOD OF PERFORMANCE: The period of performance for this contract is **01 September 2023 through 31 October 2023**. Interested parties who are capable shall provide submissions in accordance with the requirements stated herein.

PLACE OF PERFORMANCE: The place of performance will be at the pier located at 4000 Coast Guard Boulevard Portsmouth, VA 23703

REQUEST FOR DRAWINGS: The last day to request drawings regarding this solicitation is **15 May 2023**. 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 **70Z080-23-Q-MECP0014**. 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, quoters must be certified as a US or Canadian

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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 quoters that have current certification by JCP will be able to be granted explicit access to these packages by the USCG.

QUESTIONS: The last day for questions regarding this solicitation is **25 May 2023**. Email questions to Contract Specialist and Contracting Officer. All questions need to identify the solicitation number **70Z080-23-Q-MECP0014** and will be answered by an Amendment.

SUBMISSION OF QUOTES: E-mail quotations shall be sent to the Contract Specialist. Please indicate **70Z080-23-Q-MECP0014** 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 are due by 4pm, EST time 31 May 2023.** Anticipated award date is on or about **6 June 2023**.

STATEMENT OF REQUIREMENT

The proposed contract to be awarded by the United States Coast Guard (USCG) shall be for Dockside repairs to the **USCGC HARRIET LANE (WMEC-903) DS**, as specified in Attachment 2 – Statement of Work - Specification. Contractor shall provide all labor, materials, necessary to meet the requirements of the specification.

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

FAR PROVISION 52.212-1: Instructions To Quoters-Commercial Products and Commercial Services (NOV 2021), is incorporated by reference.

Addendum to FAR Provision 52.212-1

(b) Submission of Offers. – Tailored

(1) Submit signed and dated quotes via e-mail to the Contracting Officer and Contract Specialist specified in this solicitation at or before the exact time specified in this solicitation. Quotes shall be submitted in the English language and U.S. dollars. 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. Quotes shall include a Cover Letter, Price Schedule and the required Past Performance and Technical Capability submission documentation in accordance with the below instructions:

(i) Cover Letter: Quoters shall submit a Cover Letter (on company letterhead stationery) that is dated and signed by an Authorized Official of the Quoter that includes the following information as a minimum:

- Solicitation Number 70Z080-23-Q-MECP0014;
- The time specified in the solicitation for receipt of quotes;
- The Name, Address, Telephone Number, SAM Unique Entity Identifier (UEI), and CAGE Code of the quoter;
- Name, Title, Phone Number, and E-mail Address of an Authorized Official of the Contractor;
- The date/time the quote expires (*which shall be at least 90 calendar days from the date specified for receipt of quotes, unless another time period is specified in an amendment to the solicitation.*);
- Acknowledgment all Solicitation Amendments; and

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- A statement specifying the following agreement: “Our Company agrees with all the terms, conditions, clauses, and provisions included in Solicitation 70Z080-23-Q-MECP0014.”

(ii) Price Schedule.

Quoters shall complete *Attachment 1, Schedule of Services* and include it in their quote. The Contract Line Item Numbers (CLINs) assigned by the Government shall not be altered by quoters.

If the Contracting Officer cannot determine whether a quoted price is fair and reasonable, then the Contracting Officer may require a Quoter to submit data other than certified cost or pricing data to support further analysis. This data may include history of sales to non-governmental and governmental entities, cost data, or any other information the Contracting Officer requires to determine the prices fair and reasonable.

(iii) Past Performance Submission

The quoter shall identify up to three (3) recent and relevant contracts or efforts as past performance references. Recent and relevant past performance is defined as similar work being performed within three (3) years of the posting of the solicitation. Quoters should provide a detailed explanation demonstrating the relevance of the contracts or efforts to the requirements of the solicitation.

The quoter should provide the following information for each reference submitted.

- Name of Quoter
- Contract Number, Order Number, or Identifier
- Customer Name and Location
- Customer Point of Contact (Name and Title)
- Telephone and e-mail address of Customer Point of Contact
- Contract Period of Performance

(iv) Technical Capability Submission

The quoter shall address the following items in their technical capability submission-

- **Technical Approach-** The quoter shall submit a brief overview planning document using any means (computer generated, IAW SFLC STD SPEC 0000 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 millstones 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. *Negative responses are required for any items listed above that the quoter does not identify (i.e. schedule risk).*
- **Coating Certification Requirements-** The quoter shall submit a description of how they intend to meet SFLC Standard Specification 0000 coatings QC/QA requirements for this requirement. 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. The quoter shall ensure the NACE Inspector is formally informed - via suitable subcontract documentation- and is willing and able to perform all duties listed in above paragraph (QP 1 Inspector or Tech Rep duties). The quoter shall submit a “Preservation Plan” (PP) to allow for review of all work items

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pertaining to the preservation of the vessel IAW SFLC STD SPEC 6310.

- **Quality Control Approach-** The quoter shall demonstrate their overall approach to quality control. The approach shall identify processes, procedures, and metrics which are likely to predict successful cost and schedule outcomes.
- **Experience-** The quoter shall demonstrate their experience with repairing and/or grooming watertight hull fittings to include doors, hatches and scuttles, both individually dogged and quick-acting styles. The quoter shall describe frequently used techniques for alignment and establishing a watertight seal. The quoter shall demonstrate their experience and/or credentials in conducting major structural repairs repairs/installs on Department of Defense (DoD) and USCG surface vessels.
- **Welding Certifications-** The quoter shall submit their welding documentation (e.g. WPSs, welder certs, etc.) in accordance with SFLC Standard Specification 0740, specific to their internal or subcontracted staff for the weld joints that will be installed.
- **Material Source-** The quoter shall provide a list of proposed/potential source of supply for the contractor-furnished material associated with the AC Units Renew, Refrigeration plant renew, Joiner Bulkhead Plating Renew, or any other work items.
- **HVAC certification/experience-** The quoter shall provide HVAC certification/experience from internal or subcontractor.

(2) General Instructions/Information.

(i) Quoters are expected to examine the entire solicitation (including any exhibits and attachments), and any amendments to this solicitation. Quotes shall be prepared in accordance with these instructions, providing all required information in the format specified. The Quoter shall confine submissions to essential matters, sufficient to define the quote details, in a concise manner, to permit a complete and accurate evaluation of each quote. Proprietary information shall be clearly marked.

(ii) Quoters shall furnish all of the information required by this Solicitation; quotes that fail to furnish required representations or information/documents, fails to meet any of the requirements of the Solicitation, or reject the terms and conditions of the solicitation may be excluded from consideration.

(iii) This Solicitation does not obligate the Government to compensate for any costs incurred by the Quoter in the preparation and/or submission of any quote, nor does it obligate the Government to procure for said supplies.

(c) Period for Acceptance of Offers. – Tailored

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

(g) Contract award (not applicable to Invitation for Bids.) – Tailored

The Government intends to evaluate quotes and award a contract without exchanges with quoters. Therefore, the quoter's initial quote shall contain the quoter's best terms from a price and technical standpoint. The Government reserves the right to conduct exchanges with all or some of the quoters or with only the best-suited quoter (*i.e.*, the apparent successful quoter), if later determined by the Contracting Officer to be necessary. The Government may reject any or all quotes if such action is in the public interest; accept other than the lowest quote; and waive informalities and minor irregularities in quotes received.

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(I) A Brief Explanation of the Basis for the Contract Award Decision. – Tailored

If a quoter requests information on an award that was based on factors other than price alone, a brief explanation of the basis for the contract award decision shall be provided.

End of Addendum to FAR Provision 52.212-1

FAR PROVISION 52.212-2: Evaluation – Commercial Products and Commercial Services (NOV 2021). – Tailored

(a) The Government will award a contract resulting from this solicitation to the responsible quoter whose quote conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate quotes and are listed in descending order of importance:

Past Performance: The Government may utilize any references provided by the quoter, along with information available from past contracts/orders with the USCG and any information found using sources such as Contractor Performance Assessment Reporting System (CPARS) to determine the contractor's past performance within the last three (3) years. The Government reserves the right to limit or expand the number of references it decides to contact and to contact references other than those provided by the quoter. Past performance less than satisfactory may not be considered for award. If a quoter does not have a history of relevant contract performance, or if past performance information is not available, the quoter will not be evaluated favorably or unfavorably, but will receive a neutral past performance rating.

Technical Capability: The Government will evaluate each quoter's demonstrated capability to provide a sound, compliant approach that meets all the requirements listed in the Specification and demonstrates a thorough knowledge and understanding of the requirements. It is the quoter's responsibility to ensure that their quote clearly demonstrates their ability to perform these requirements. Any quote that does not meet all Technical Capability submission requirements will be deemed unacceptable and may not be considered for award.

Price: The Government will evaluate the quoter's Total Evaluated Price (TEP) for reasonableness. A quoter's TEP shall be the sum of all CLINs within the submitted Price Schedule. The Government may determine that a quote is unacceptable if the CLIN prices are significantly unbalanced. Unit prices left blank or annotated with something other than a U.S. dollar figure will be considered unacceptable and the Government reserves the right to reject the quote without any further consideration.

In performing the best value tradeoff, past performance and technical capability, when combined, are significantly more important than price. Although price is not the controlling factor in award, it is an important factor. As the evaluation ratings of competing quotes under the non-price factors become closer to equivalent, price becomes more important. If competing quotes are substantially equal in technical capability and past performance, price may be the controlling factor in award. Award may be made to other than the lowest priced quote (based on the results of the tradeoff analysis between non-price and price factors) or to other than the highest non-price rated quote if determined to be in the best interest of the Government.

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

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 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

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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.

(x) 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.

(y) 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

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space, work areas, storage or shop areas, and other facilities and services reasonable and necessary to perform their duties. All such personnel shall comply with contractor rules and regulations governing personnel at its shipyard, including those regarding safety and security.

(2) The contractor further agrees to allow a reasonable number of officers, employees, and designated personnel of 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) CONTRACTOR COVID-19 PREVENTION AND RESPONSE PLAN

The Contractor shall adhere to CDC, OSHA, state, and local guidance regarding COVID-19 precautions, to include mandatory wear of cloth face coverings 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 no later than the arrival conference date, which is usually the first day of the period of performance.

(End of FAR 52.212-4 Addendum)

The clause at 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items, 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 (OCT 1995) ([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](#)).
- (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](#))
- (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (NOV 2020) ([15 U.S.C.644](#)).
- (18) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- (22) [52.219-28](#), Post Award Small Business Program Representation (OCT 2022) ([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).
- (31) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020)([38 U.S.C. 4212](#)).
- (32) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C.](#)

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(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 (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).

(46) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).

(48) [52.225-1](#), Buy American - Supplies (Oct 2022) ([41 U.S.C. chapter 83](#)).

(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](#)).

(62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

(End of clause)

Full Text Clauses

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

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

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

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

(End of clause)

52.242-15 Stop-Work Order.

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the

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parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-(1) Cancel the stop-work order; or (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of Clause)

52.204-21 Basic Safeguarding of Covered Contractor Information Systems.

(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.

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(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 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 items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of Clause)

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

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(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, 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

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(d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEVIATION 20-05) REV 2 (NOV 2021)

(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);

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- (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

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(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.dod.mil>.

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

- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) 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.

(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

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(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

(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 that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

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

(2) Supplies (other than procurement from a 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 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

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situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

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

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

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—

[Contracting Officer check as appropriate.]

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

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

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

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

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

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

(a)(l) 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.

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(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)

52.237-1 Site Visit

This RFQ is for the dockside repairs of the **USCGC HARRIET LANE (WMEC-903) DS**, hereinafter referred to as “vessel.” The vessel’s home pier is located in **Portsmouth VA**. The point of contact for site surveys is **LT April Reid**, who can be reached at **(757) 483-8720** or via email **April.N.Reid@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 18 May 2023**.

52.252-6 Authorized Deviations in Clauses

- (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
- 3052.217-92 Inspection and Manner of Doing Work

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3052.217-93 Subcontracts
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
52.228-5	Insurance – Work on a Government Installation
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

(I) Electronic Submission of Payment Requests

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) 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.

(e) IPP enrollment information is at <https://www.uscg.mil/fincen/IPP/>. “

(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

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contained in this assessment may be used, within the limitations of FAR 42.1502, by the government for future source selections and in accordance with FAR 15.304, when past performance is an evaluation factor for award.

(b) NOTIFICATION: Upon completion of the contract, the contractor will be notified of the assessment. The contractor will be allowed 60 days to respond to the SFLC's assessment of its performance entered into CPARS. The contractor's response, if any, will be made part of the CPAR system.

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

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

Full Text Provisions

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

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 **15 May 2023**. To request drawings, contact the Contract Specialist. All requests should identify the solicitation number **70Z080-23-Q-MECP0014**. 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

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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>.