

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.

**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 reasons of unusual and compelling urgency 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 shall be submitted electronically to [OPAP@uscg.mil](mailto:OPAP@uscg.mil) and the Contracting Officer or by hand delivery to the Contracting Officer.

The Ombudsman Hotline telephone number is 202.372.3695.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER 2124404B4500AF039	PAGE 2 OF 30
2. CONTRACT NO. 70Z08024D21392B00	3. AWARD/EFFECTIVE DATE 11/27/2023	4. ORDER NUMBER	5. SOLICITATION NUMBER 70Z08023R21909B00	6. SOLICITATION ISSUE DATE 06/29/2023	
7. FOR SOLICITATION INFORMATION CALL →	a. NAME Ms. Christina Ayers	b. TELEPHONE NUMBER (no collect calls) 410-762-6382	8. OFFER DUE DATE/ LOCAL TIME 07/29/2023 4:30PM EST		
9. ISSUED BY CODE Z50100  U.S. Coast Guard (USCG) Surface Forces Logistics Center (SFLC) CPD I MEC 707 E Ordnance Road, Suite 410 Baltimore, MD 21226			10. THIS ACQUISITION IS  <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE <u>100</u> % FOR  <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> WOMAN OWNED SMALL BUSINESS <input type="checkbox"/> SERVICE DISABLED VETERAN- (EDWOSB) OWNED SMALL BUSINESS <input type="checkbox"/> 8 (a) <input type="checkbox"/> WOMAN OWNED <input type="checkbox"/> NAICS <u>336611</u> SMALL BUSINESS (WOSB) <input type="checkbox"/> SIZE STANDARD <u>1300 Emp</u> ELIGIBLE UNDER WOSB PROGRAM		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS NONE.	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING		
15. DELIVER TO CODE Z52000  USCG, SFLC 2401 Hawkins Point Road Receiving Section, Bldg. 88 Baltimore, MD 21226		16. ADMINISTERED BY CODE  Same as block 9		14. METHOD OF SOLICITATION  <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
17a. CONTRACTOR/ OFFEROR CAGE CODE 3A6V1 FACILITY CODE  Colonna's Shipyard, Inc., d.b.a. Steel America 400 E. Indian River Road Norfolk, VA 23523-1756 TELEPHONE NO (757) 545-2414, ext. 2510 FAX NO (757) 543-2480		18a. PAYMENT WILL BE MADE BY CODE Z52000  See SF1449 Continuation Sheet			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This contract is for the overhaul of shafts and rudders as well as manufacture of shafts as per the Schedule of Supplies/Services and Specifications. This is a firm-fixed price Indefinite Delivery, Indefinite Quantity contract for a base year and four, one-year option periods.				
25. ACCOUNTING AND APPROPRIATION DATA 2 / B / 401 / 2024 / 38 / 45 / 1 / 0 / 45 / 00 / AF / 79902 / 2579			26. TOTAL AWARD AMOUNT (FOR GOVT USE ONLY) \$15,000.00		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 5.212-3 & 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 42.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT REFERENCE <u>Final Revised Proposal</u> OFFER DATED <u>09/28/2023</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.		
30a. SIGNATURE OF OFFEROR/CONTRACTOR 			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER Randall Crutchfield, Vice President of Industrial Operations & Facilities		30c. DATE SIGNED 03 August 2023	31b. NAME OF CONTRACTING OFFICER Shaun I. Squyres, Contracting Officer		31c. DATE SIGNED

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**ATTACHMENTS:**

<b>Attachment #</b>	<b>Document Title</b>
1	Schedule of Supplies_Services
2	Government Furnished Property
3	BARCODE SPEC D-000-0100-Rev.H
4	Order Placement Procedures
5	R-243-0459_RevA_Chg3_Feb2022
6	2040014860550_RddrAssy_R
7	2040016850059_RddrAssy_R
8	2040016850063_Rddr_Assmbly_R
9	2040013366545_RddrBld_R
10	2040013322720_RddrStck_R
11	2040013448471_RddrStck_R
12	2040011218029_RddrBld_R
13	P-243-0130
14	3040011045121_FinStblzrShft_R
15	01-115-5203_140 Rddr Stk_RD
16	2040011153498_RddrBld_R
17	Repair Specification for AQ22 shafts
18	Rudder_Stock Repair Rvr Vessels
19	P-243-0408 Change 3

## **ADDENDUM TO STANDARD FORM 1449**

### **TYPE OF CONTRACT**

This is an Indefinite Delivery, Indefinite Quantity (IDIQ) Type Contract with one (1) Base Year and four (4) Option Years. An IDIQ Type Contract is defined in FAR Clause 52.216-22 (Oct 1995). The Government contemplates the award of at least one (1) but no more than four (4) individual Indefinite Delivery, Indefinite Quantity type contracts resulting from this solicitation. The Government does not intend to utilize rolling admissions for this requirement.

### **PERIOD OF PERFORMANCE**

The base contract shall be for one year after award of contract, with the Government reserving the option to extend for four one-year option years. The period of performance will begin on the date of contract award and end one year afterward; each subsequent option year, if exercised, will begin one day after the end of the previous contract year and end one year thereafter.

### **QUESTIONS:**

The last day for questions regarding this solicitation is 13 July 2023 at 1:00pm EST. Email questions to the Contract Specialist and the Contracting Officer. All questions need to identify the solicitation number 70Z080-23-R-21909B00 and will be answered by an Amendment.

### **FUNDING**

Each delivery order will be individually funded.

### **ORDERING**

- a. Supplies and services will be ordered by the issuance of individual delivery and task orders. Refer to FAR Clause 52.216-18 Ordering, page 19.
- b. Any supplies or services to be furnished under this contract shall be ordered by issuance of delivery or task orders by a Contracting Officer from the following activities:
  1. U.S. Coast Guard – Surface Forces Logistics Center
    - MEC Product Line, C&P1
    - LRE Product Line, C&P3
    - IBCT Product Line, C&P2
- c. All delivery orders issued hereunder are subject to the terms and conditions of this contract which shall control in the event of conflict with any delivery order.
- d. The Contractor shall fill delivery orders in the same sequence in which they are received, unless otherwise instructed by the Contracting Officer.

### **CONTRACT MAXIMUM/MINIMUM**

**Total Minimum Guarantee Amount: \$15,000.00 per awardee**

The contract will satisfy the minimum guarantee via the obligation of delivery orders that will be issued subsequently to the contract award(s).

**Total Not-To-Exceed Contract Ceiling: \$21,783,607.63**

The total value for all delivery orders issued pursuant to all awarded contracts from this solicitation shall not exceed the Not-To-Exceed Contract Ceiling. The contract will remain in place and delivery orders may be issued in accordance with the contract until the Not-To-Exceed Contract Ceiling has been used in its entirety or under the contract period of performance ends, whichever is first.

**OPTIONS**

Each Option extending the term of this Contract, if exercised, shall be for a period of one year from the effective date of each Option and shall be issued in accordance with FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000).

This Request for Proposal (RFP) is issued, in accordance with FAR Part 12, Commercial Items in conjunction with FAR Part 15, Contract Negotiations. The contract format is in accordance with FAR 12.303, Contract Format for the Acquisition of Commercial Items. For questions concerning this solicitation, contact Ms. Christina Ayers, Contract Specialist at 410-762-6382 or via email at [Christina.L.Ayers@uscg.mil](mailto:Christina.L.Ayers@uscg.mil).

Contractors Cage Code: 3A6V1

Contractors UEI Number: FWLDUMSDLVZ3

## **DELIVERIES, PACKAGING, MARKING**

### **FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <http://farsite.hill.af.mil/VFFARA.HTM><http://www.arnet.gov/>.

<b>Number</b>	<b>Title</b>	<b>Date</b>
52.242-17	Government Delay of Work	Apr 1984
52.246-2	Inspection of Supplies - Fixed Price	Aug 1996
52.247-34	F.O.B Destination	Nov 1991
52.247-55	Government-Furnished Property	Jun 2003

### **PRESERVATION, PACKAGING, & MARKING**

Each asset shall be individually preserved, packaged, and marked in accordance with Specification number BARCODE SPEC D-000-0100-Rev.H, (Attachment 3), and the propeller and CPP blade set specifications. External markings shall include National Stock Number (NSN), Item Name, Part Number, Shipping Weight, Government Contract Number, and Delivery Order Number (to be assigned at award). Shipping containers shall also include required markings of the specifications.

### **PACKING LIST**

All material shipped or delivered to the U.S. Coast Guard Surface Forces Logistics Center under this Contract must be accompanied by an itemized packing list that cites the proper contract and delivery order number. Each packing unit shall have a list of all items contained in that unit, and duplicate list shall be affixed in a conspicuous place, to the outside of the package, in a waterproof envelope.

### **NOTE**

Failure to prepare for shipment any item, and/or mark packages, boxes, crates, etc. as indicated herein shall result in rejection and return of the material at the Contractor's expense.

### **PLACE OF DELIVERY:**

USCG Surface Forces Logistics Center (SFLC)  
RECEIVING ROOM, BLDG 88  
2401 Hawkins Point Road  
Baltimore, MD 21226-5000

**\*\*All deliveries are to be made Monday through Friday between the hours of 7:00 A.M. and 1:00 P.M., EST. \*\***

### **INSPECTION AND ACCEPTANCE (DESTINATION)**

Inspection and acceptance of the supplies and/or services to be furnished hereunder shall be made at destination by the receiving activity. Acceptance will be contingent upon the

representative's verification of no damage in transit, correctness, and completeness of order and contractor's conformance to preservation, packing and marking requirements.

### **INSPECTION (ORIGIN)**

The contractor must contact the Contracting Officer prior to any inspections, testing, or balancing required to schedule a Quality Assurance (QA) Inspection at the contractor's facility in accordance with all specifications. The inspections and tests required herein are the minimum necessary and are not intended to replace any controls, examinations or tests normally employed by the contractor to assure the quality of the product. Approval at origin by a Coast Guard Quality Assurance Representative **does not** guarantee final acceptance at destination.

Inspection by Government Personnel as designated by SFLC Quality Assurance (QA) Branch will be performed at Contractor's facility located at (*enter information here*):

NAME OF FIRM: Colonna's Shipyard, Inc. dba Steel America  
 ADDRESS/CITY/STATE/ZIP: 400 E. Indian River Road, Norfolk, VA 23523-1756  
 PHONE: (757) 545-5311  
 POINT OF CONTACT: Jessica Dorsey

### **CONTRACTING OFFICER'S AUTHORITY**

No oral or written statement of any person other than the Contracting Officer will in any manner or degree modify or otherwise affect the terms of this contract. The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract, and, notwithstanding any provisions contained elsewhere in this contract, said authority remains solely with the Contracting Officer. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

### **DELIVERY/PERFORMANCE**

Delivery of supplies will be in accordance with all attached specifications.

### **DELIVERY ORDERS**

Delivery orders will be issued on an as needed basis for overhauls/manufacturing associated with this contract. Orders may be mailed, issued orally, by facsimile, or by email. See Attachment 4, Order Placement Procedures, for information detailing fair opportunity considerations for delivery orders.

## **DELIVERIES, PACKAGING AND MARKING**

### **FAR 52.211-8 TIME OF DELIVERY (JUN 1997)(Alt. I Apr 1984)**

- a) The Government requires delivery to be made according to the following schedule:  
**Required Delivery Schedule**



CLIN*	Description	Est. Qty	Due
X001 – X006 X010 X021 – X022 X026 – X028	Receiving Report	As Req'd	<u>10 calendar days</u> after receipt of GFP
	Open/Inspect Report (OIR)		<u>40 calendar days</u> after receipt of GFP
X001A – X006A X010A X021A – X022A X026A – X028A	Post Repair Inspection Report	As Req'd	<u>250 calendar days</u> after Contracting Officer (KO) approval via modification of OIR
	Return of A condition asset to SFLC in Baltimore, MD after QA inspection/acceptance		<u>30 calendar days</u> after completion of QA inspection upon KO direction
X007 – X009 X011 – X014 X020 X024 – X025 X029 – X030 X032 – X033	Receiving Report	As Req'd	<u>10 calendar days</u> after receipt of GFP
	Open/Inspect Report (OIR)		<u>40 calendar days</u> after receipt of GFP
X007 – X009 X011 – X014 X020 X024 – X025 X029 – X030 X032 – X033	Post Repair Inspection Report	As Req'd	<u>200 calendar days</u> after Contracting Officer (KO) approval via modification of OIR
	Return of A condition asset to SFLC in Baltimore, MD after QA inspection/acceptance		<u>30 calendar days</u> after completion of QA inspection upon KO direction
X015	Manufacture 210A Line Shaft – Final Inspection Reports	As Req'd	<u>300 calendar days</u> after receipt of order (ARO)
X016	Manufacture 210A Tail Shaft - Final Inspection Reports	As Req'd	<u>300 calendar days</u> ARO
X017	Manufacture 210B Line Shaft - Final Inspection Reports	As Req'd	<u>300 calendar days</u> ARO
X018	Manufacture 210B Tail Shaft - Final Inspection Reports	As Req'd	<u>300 calendar days</u> ARO
X019	Manufacture 270 Tail Shaft - Final Inspection Reports	As Req'd	<u>365 calendar days</u> ARO
X023	Manufacture 140 WTGB Shaft - Final Inspection Reports	As Req'd	<u>300 calendar days</u> ARO
X031	Manufacture 75-WLF-F Shaft, Tail - Final Inspection Reports	As Req'd	<u>250 calendar days</u> ARO

**\*Includes Base and all corresponding Option Year CLIN's**

Offers that propose delivery that will not clearly fall within the required delivery period specified above may be found unacceptable and may be rejected. The Government reserves the right to award under the required delivery schedule or the proposed delivery schedule when an offeror provides an earlier delivery schedule than required above. If an offeror proposes no other delivery schedule, then the above schedule shall apply.

**Proposed Delivery Schedule**

<b>CLIN*</b>	<b>Description</b>	<b>Est. Qty</b>	<b>Due</b>
X001 – X006 X010	Receiving Report	As Req'd	<u>          </u> calendar days after receipt of GFP
X021 – X022 X026 – X028	Open/Inspect Report (OIR)		<u>          </u> calendar days after receipt of GFP
X001A – X006A X010A	Post Repair Inspection Report	As Req'd	<u>          </u> calendar days after Contracting Officer (KO) approval via modification of OIR
X021A – X022A X026A – X028A	Return of A condition asset to SFLC in Baltimore, MD after QA inspection/acceptance		<u>          </u> calendar days after completion of QA inspection upon KO direction
X007 – X009 X011 – X014 X020	Receiving Report	As Req'd	<u>          </u> calendar days after receipt of GFP
X024 – X025 X029 – X030 X032 – X033	Open/Inspect Report (OIR)		<u>          </u> calendar days after receipt of GFP
X007 – X009 X011 – X014 X020	Post Repair Inspection Report	As Req'd	<u>          </u> calendar days after Contracting Officer (KO) approval via modification of OIR
X024 – X025 X029 – X030 X032 – X033	Return of A condition asset to SFLC in Baltimore, MD after QA inspection/acceptance		<u>          </u> calendar days after completion of QA inspection upon KO direction
X015	Manufacture 210A Line Shaft – Final Inspection Reports	As Req'd	<u>          </u> calendar days after receipt of order (ARO)
X016	Manufacture 210A Tail Shaft - Final Inspection Reports	As Req'd	<u>          </u> calendar days ARO
X017	Manufacture 210B Line Shaft - Final Inspection Reports	As Req'd	<u>          </u> calendar days ARO
X018	Manufacture 210B Tail Shaft - Final Inspection Reports	As Req'd	<u>          </u> calendar days ARO

X019	Manufacture 270 Tail Shaft - Final Inspection Reports	As Req'd	<u>calendar days</u> ARO
X023	Manufacture 140 WTGB Shaft - Final Inspection Reports	As Req'd	<u>calendar days</u> ARO
X031	Manufacture 75-WLF-F Shaft, Tail - Final Inspection Reports	As Req'd	<u>calendar days</u> ARO

**\*Includes Base and all corresponding Option Year CLIN's**

(b) Attention is directed to the Contract Award provision of the Solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award no later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding: 1) five calendar days for delivery of the award through the ordinary mails, or 2) one working day if the Solicitation states that the contract or notice of award will be transmitted electronically. The term "working day" excludes weekends and Federal Holidays. If, as so computed, the offered delivery date is later than the required delivery date, therefore may be determined unacceptable and may be rejected.

## **CONTRACT ADMINISTRATION DATA**

### **CONTRACT ADMINISTRATION/ADDRESS OF CORRESPONDENCE**

The contract administrator, located at the U.S. Coast Guard, SFLC, MEC Product Line, 707 E. Ordnance Road, Baltimore, MD 21226-5000 shall be:

Christina Ayers, Contract Specialist, (410) 762-6382, Christina.L.Ayers@uscg.mil

### **PLACE OF DELIVERY - REPORTS**

All written reports and plans shall be delivered to the delivery order KO and COR provided at time of delivery order award.

### **UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT PERSONNEL**

- (a) The Contractor shall not accept any instructions issued by any person employed by the U.S. Government or otherwise other than the Contracting Officer or the Contracting Officer's Representative acting within the limits of his/her authority. A Contracting Officer's Representative shall be designated in writing to the Contractor and shall set forth the scope of their authority.
- (b) No information, other than that which may be contained in an authorized amendment to this purchase instrument duly issued by the Contracting Officer, which may be received from any person employed by the Government or otherwise will be considered as grounds for deviation from any stipulations of the purchase instruments or referenced drawings, or specifications contained herein.

### **GOVERNMENT REPRESENTATIVES**

- (a) The Government may upon contract award or thereafter name representatives with titles such as Contracting Officer's Representative (COR); the COR shall be responsible for answering all technical questions and concerns related to the resulting contract. If appointed, the COR will be named in writing by the Contracting Officer. The letter of appointment will indicate the individuals, titles, and stipulate rights, responsibilities, and limitations of their appointment.
- (b) In any event, no such named individual has the authority to issue any direction either technical or otherwise, which constitutes a change to the terms, conditions, price, or delivery schedule of the Contract. ONLY the Contracting Officer is authorized to alter the Contract in any manner.

### **INVOICING PAYMENT INSTRUCTIONS**

When To Submit: The contractor must first:

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

## (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) The contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). The contractor will submit payment requests using the blank form in IPP.
- (c) Information regarding IPP, including IPP Customer Support contact information, is available at [www.ipp.gov](http://www.ipp.gov) or any successor site.
- (d) IPP enrollment information is at <https://www.uscg.mil/fincen/IPP/>.
- (e) Invoices shall be processed in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment.

IPP Customer Support is available to assist users of the system and can answer your questions related to accessing IPP or completing the registration process.

- Toll-free number: 866-973-3131
- Email address: IPPCustomerSupport@fiscal.treasury.gov
- Hours of operation: Monday through Friday (excluding bank holidays) from 8:00 am - 6:00 pm EST

**RESPONSIBLE OFFICIAL(S) WHO CAN RECEIVE NOTIFICATION OF AN IMPROPER INVOICE**

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

NAME: Amanda De Los Santos TITLE: Contracts Manager  
 TELEPHONE: (757) 545-5311 EMAIL: adelossantos@steelamerica.net  
 x 4030

**CONTRACTOR PERFORMANCE ASSESSMENT REPORT SYSTEM (CPARS)**

- (a) GENERAL: The U.S. Coast Guard Surface Forces Logistic Center (SFLC) will monitor and evaluate the successful offeror's past performance of this contract and prepare a Contractor Performance Assessment Report System (CPARS) in accordance with FAR Part 42.15. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the government for future source selections and in accordance with FAR 15.304, when past performance is an evaluation factor for award.
- (b) NOTIFICATION: Upon completion of the contract, the contractor will be notified of the assessment. The contractor will be allowed 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 CPARS report.

- (c) **INFORMATION:** Information included in the CPARS 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.

## **SPECIAL CONTRACT REQUIREMENTS**

### **REQUIRED STANDARD OF WORKMANSHIP**

Unless otherwise specifically provided in the resulting Contract, the quality of all supplies and services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All supplies and services shall be rendered or supervised directly by individuals fully qualified in the relevant profession, trade, or field, and holding any licenses required by law.

### **STANDARD COMMERCIAL WARRANTY**

If the items or services required in the Contract resulting from this Solicitation are customarily warranted in the trade by a standard commercial warranty, such warranty shall be incorporated into the resulting Contract and thereby provided to the Government at no additional cost. Any standard commercial warranty provided shall be identical to the standard commercial warranty normally offered by the Contractor to the Contractor's most favored customer.

Offerors are requested to state the terms and conditions of their standard commercial warranty in the space provided below or attach a copy of the warranty terms with their offer.

Refer to Original Offer dated 08/03/2023

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If the contractor's organization, as standard practice in the sale of these items issues a certificate of warranty setting forth the terms and conditions of their Standard Commercial Warranty, any contract resulting from this solicitation shall require the contractor submit to the Contracting Officer, upon delivery of these items, said certificate.

### **GOVERNMENT FURNISHED EQUIPMENT**

See Attachment 2 which contains Government property that will be sent to the contractor on an as needed basis for inspection, overhaul, and testing or for use during manufacturing.

### **ADDRESS FOR SHIPMENT OF GOVERNMENT FURNISHED PROPERTY**

Firm Name: Colonna's Shipyard, Inc. dba Steel America

Street Address: 400 E. Indian River Road

City, State, Zip Code: Norfolk, VA 23523-1756

### **DISPOSITION OF GOVERNMENT FURNISHED PROPERTY**

Each part, upon transfer from the Government to the Contractor, shall be examined for completeness, proper type, quantity, and damage. The Contractor shall be fully and solely responsible for any damage to such material while in the Contractor's custody and until it is returned to the U.S. Coast Guard SFLC and accepted by the Contracting officer or an authorized representative.

**FEDERAL ACQUISITION REGULATION (FAR) 52.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (DEC 2022)**  
**(Incorporated by Reference)**

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

<b>Number</b>	<b>Title</b>
FAR 52.203-3	Gratuities (Apr 1984)
FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020)
FAR 52.204-4	Printed or Copied Double-sided on Recycled Paper (May 2011)
FAR 52.204-13	System for Award Management Maintenance (Oct 2018)
FAR 52.232-40	Providing Accelerated Payment to Small Business Subcontractors (Mar 2023)
FAR 52.242-13	Bankruptcy (Jul 1995)
FAR 52.242-15	Stop Work Order (Aug 1989)
FAR 52.245-1	Government Property (Sep 2021)

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

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

*(b) Clauses.*

HSAR 3052.203-70	Instructions for Contractor Disclosure of Violations (Sep 2012)
HSAR 3052.204-71	Contractor Employee Access (Sep 2012)
HSAR 3052.205-70	Advertisement, Publicizing Awards and Releases (Sep 2012)
HSAR 3052.242-72	Contracting Officer's Technical Representative (Dec 2003)
HSAR 3052.247-72	F.o.B. Destination Only (Dec 2003)

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

This contract is subject to the written approval of the Supervisory KO and shall not be binding until so approved.



**FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)**

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
  - (i) In a criminal proceeding, a conviction.
  - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
  - (iii) In an administrative proceeding, a finding of fault and liability that results in—
    - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
    - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

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

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

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

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

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

Place of Performance (Street Address, City, State, County, ZIP Code)	Name and Address of Owner and Operation of Plant or Facility if Other than Offeror of Respondent

### **FAR 52.216-18 ORDERING (AUG 2020)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 60 months thereafter providing all options are exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered “issued” when—

- (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
- (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
- (3) If sent electronically, the Government either—
  - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
  - (ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

#### **FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$20.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

- (1) Any order for a single item in excess \$1,000,000.00;
- (2) Any order for a combination of items in excess of \$1,000,000.00; or
- (3) A series of orders from the same ordering office within 30 calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after six (6) months.

**FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within one (1) calendar day of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least one (1) calendar day before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of the resulting contract, including the exercise of any options under this clause, shall not exceed five (5) years.

**FAR 52.233-2 SERVICE OF PROTEST (SEPT 2006)**

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from [Christina.L.Ayers@uscg.mil](mailto:Christina.L.Ayers@uscg.mil).

Address: USCG Surface Forces Logistics Center  
 Attn: Christina Ayers  
 Contracting & Procurement Division 1  
 707 E Ordnance Road  
 Baltimore, MD 21226-5000

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

**Contracting Officer’s Representative (COR)**

a. The Contracting Officer will designate an individual as the primary Contracting Officer’s Representative (COR) for the resulting contract.

## Steve Twomey, MECPL

- b. The COR will act as the Contracting Officer's representative for technical matters (only), providing technical direction and discussion as necessary with respect to the performance work statement, monitoring the progress and quality of the contractor performance.

The COR is not a Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change pricing, quantity, quality, place of performance, delivery schedule, personal services, or any other terms and conditions of the contract, or to direct the accomplishment of effort which goes beyond the scope of the performance work statement in the contract.

- c. It is emphasized that only a Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person effective or binding on the Government. When/if, in the opinion of the contractor, an effort outside the existing scope of the contract is requested, the contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the contractor (under such direction) unless the Contracting Officer has issued a contractual change or otherwise resolved the issue.

**FAR 52.212-5 – CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAR 2023)**

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021) (Section 889(a)(1)(A) of Pub. L 115-232).

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

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

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

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

*[Contracting Officer check as appropriate.]*

(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. 4655](#)).

(2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ( [41 U.S.C. 3509](#))).

(3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](#)).

(5) [Reserved].

(6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(9) [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](#)).

(10) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ( [41 U.S.C. 2313](#)).

(11) [Reserved].

(12) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) ( [15 U.S.C. 657a](#)).

(13) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ( [15 U.S.C. 657a](#)).

(14) [Reserved]

(15) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (NOV 2020) ( [15 U.S.C. 644](#)).

(ii) Alternate I (MAR 2020) of [52.219-6](#).

(16) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (NOV 2020) ( [15 U.S.C. 644](#)).

(ii) Alternate I (MAR 2020) of [52.219-7](#).

(17) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)).

(18) (i) [52.219-9](#), Small Business Subcontracting Plan (OCT 2022) ( [15 U.S.C. 637\(d\)\(4\)](#)).

(ii) Alternate I (NOV 2016) of [52.219-9](#).

(iii) Alternate II (NOV 2016) of [52.219-9](#).

(iv) Alternate III (JUN 2020) of [52.219-9](#).

(v) Alternate IV (SEP 2021) of [52.219-9](#).

(19) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ( [15 U.S.C. 644\(r\)](#)).

(ii) Alternate I (MAR 2020) of [52.219-13](#).

(20) [52.219-14](#), Limitations on Subcontracting (OCT 2022) ( [15 U.S.C. 637s](#)).

(21) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ( [15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

   (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) ( [15 U.S.C. 657f](#)).

  X (23) (i) [52.219-28](#), Post Award Small Business Program Representation (MAR 2023)( [15 U.S.C. 632\(a\)\(2\)](#)).

   (ii) Alternate I (MAR 2020) of [52.219-28](#).

   (24) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) ( [15 U.S.C. 637\(m\)](#)).

   (25) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) ( [15 U.S.C. 637\(m\)](#)).

   (26) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ( [15 U.S.C. 644\(r\)](#)).

   (27) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ( [15U.S.C. 637\(a\)\(17\)](#)).

  X (28) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

  X (29) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O.13126).

  X (30) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

  X (31) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).

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

  X (32) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).

   (ii) Alternate I (JUL 2014) of [52.222-35](#).

  X (33) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ( [29 U.S.C. 793](#)).

   (ii) Alternate I (JUL 2014) of [52.222-36](#).

  X (34) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).

  X (35) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

  X (36) (i) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ( [22 U.S.C. chapter 78](#) and E.O. 13627).



- \_\_ (ii) Alternate I (MAR 2015) of [52.222-50](#) ( [22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_ (37) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)
- \_\_ (38) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ( [42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (ii) Alternate I (MAY 2008) of [52.223-9](#) ( [42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (39) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- \_\_ (40) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- \_\_ (41) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (OCT 2015) of [52.223-13](#).
- \_\_ (42) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (Jun2014) of [52.223-14](#).
- \_\_ (43) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ( [42 U.S.C. 8259b](#)).
- \_\_ (44) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (JUN 2014) of [52.223-16](#).
- \_X\_ (45) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- \_\_ (46) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- \_\_ (47) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
- \_\_ (48) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).
- \_\_ (ii) Alternate I (JAN 2017) of [52.224-3](#).
- \_X\_ (49) (i) [52.225-1](#), Buy American-Supplies (OCT 2022) ( [41 U.S.C. chapter 83](#)).
- \_\_ (ii) Alternate I (OCT 2022) of [52.225-1](#).

\_\_ (50)

(i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) ( [19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_ (ii) Alternate I [Reserved].

\_\_ (iii) Alternate II (DEC 2022) of [52.225-3](#).

\_\_ (iv) Alternate III (JAN 2021) of [52.225-3](#).

\_\_ (v) Alternate IV (Oct 2022) of [52.225-3](#).

\_\_ (51) [52.225-5](#), Trade Agreements (DEC 2022) ( [19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301 note](#)).

X (52) [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).

\_\_ (53) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

\_\_ (54) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_ (55) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

X (56) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).

\_\_ (57) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

\_\_ (58) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (NOV 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

X (59) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ( [31 U.S.C. 3332](#)).

\_\_ (60) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ( [31 U.S.C. 3332](#)).

\_\_ (61) [52.232-36](#), Payment by Third Party (MAY 2014) ( [31 U.S.C. 3332](#)).

\_\_ (62) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ( [5 U.S.C. 552a](#)).

\_\_ (63) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ( [15 U.S.C. 637\(d\)\(13\)](#)).

\_\_\_ (64) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ( [46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

\_\_\_ (ii) Alternate I (APR 2003) of [52.247-64](#).

\_\_\_ (iii) Alternate II (NOV 2021) of [52.247-64](#).

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

[*Contracting Officer check as appropriate.*]

\_\_\_ (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ( [41 U.S.C. chapter 67](#)).

\_\_\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ( [29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ( [29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( [29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( [41 U.S.C. chapter 67](#)).

\_\_\_ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ( [41 U.S.C. chapter 67](#)).

\_\_\_ (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

\_\_\_ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

\_\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( [42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#)).

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

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vi) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vii) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(viii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).

(ix) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(x) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

(xi) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).

(xii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xiii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ( [41 U.S.C. chapter 67](#)).

(xiv)

(A) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ( [22 U.S.C. chapter 78](#) and E.O. 13627).

(B) Alternate I (MAR 2015) of [52.222-50](#) ( [22 U.S.C. chapter 78](#) and E.O. 13627).

(xv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( [41 U.S.C. chapter 67](#)).

(xvi) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ( [41 U.S.C. chapter 67](#)).

(xvii) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xviii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xx)

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

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ( [42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxiii) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( [31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).

(xxiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ( [46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

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