

- (i) For invoices that are mailed, the date a proper invoice is actually received by the designated billing office and annotates the invoice with date of receipt at the time of receipt.
- (ii) For invoices electronically transmitted by the contractor via web-based submission, the date a transmission is received by the designated billing office, and receipt confirmation is provided to the designated recipient; or
- (ii) The seventh day after the date on which the property is actually delivered or performance of the services is actually completed; unless—
  - a) The agency has actually accepted the property or services before the seventh day in which case the acceptance date must substitute for the seventh day after the delivery date; or
  - b) A longer acceptance period is specified in the contract, in which case the date of actual acceptance or the date on which such longer acceptance period ends must substitute for the seventh day after the delivery date;
- (2) On the date placed on the invoice by the contractor, when the agency fails to annotate the invoice with date of receipt of the invoice at the time of receipt (such invoice must be a proper invoice); or
- (3) On the date of delivery, when the contract specifies that the delivery ticket may serve as an invoice.
- (4) Web-based submission by the contractor and receipt confirmation does not reflect Government review or acceptance of the invoice.
- (5) Payment inquiries and status may be obtained at the following website:  
<https://www.uscg.mil/fincen/electron/>
- (e) Failure to follow any of these instructions will result in invoice rejection.

<b><u>IBR (INCLUDED BY REFERENCE)</u></b>
52.246-4 INSPECTION OF SERVICES-FIXED-PRICE (AUG 1996)
52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)
52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)
52.242-15 STOP-WORK ORDER (AUG 1989)
52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
52.202-1 DEFINITIONS (JUN 2020)
52.203-3 GRATUITIES (APR 1984)
52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)
52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)
52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)
52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.
52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020)
52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.
52.204-2 SECURITY REQUIREMENTS (MAR 2021)
52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.
52.204-12 Unique Entity Identifier Maintenance.
52.204-13 System for Award Management Maintenance.
52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE DELIVERY CONTRACTS (OCT 2016)
52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.204-19 Incorporation by Reference of Representations and Certifications.
52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)
52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JAN 2023)
52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters.
52.215-2 Alt I AUDIT AND RECORDS-NEGOTIATION (JUN 2020) ALTERNATE I (MAR 2009)
52.215-8 ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)
52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA-MODIFICATIONS (JUN 2020)
52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)
52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA-MODIFICATIONS (JUN 2020)
52.216-4 ECONOMIC PRICE ADJUSTMENT-LABOR AND MATERIAL (JAN 2017)
52.216-5 PRICE REDETERMINATION-PROSPECTIVE (JAN 2022)
52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2020)
52.219-7 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (NOV 2020)
52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2025)
52.219-9 Alt II SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2023) ALTERNATE II (NOV 2016)
52.219-14 Limitations on Subcontracting (OCT 2022)
52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (SEP 2021)
52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-3 CONVICT LABOR (JUNE 2003)
52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
52.222-26 EQUAL OPPORTUNITY (SEP 2016)
52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)
52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)
52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)
52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR

RELATIONS ACT (DEC 2010)
52.222-41 Service Contract Labor Standards.
52.222-44 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment.
52.222-50 Combating Trafficking in Persons.
52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements.
52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements.
52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026.
52.222-62 Paid Sick Leave Under Executive Order 13706.
52.225-13 Restrictions on Certain Foreign Purchases.
52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)
52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)
52.227-14 Alt V RIGHTS IN DATA-GENERAL (MAY 2014) ALTERNATE V (DEC 2007)
52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
52.230-2 COST ACCOUNTING STANDARDS (JUN 2020)
52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUNE 2010)
52.232-1 PAYMENTS (APR 1984)
52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-11 EXTRAS (APR 1984)
52.232-17 INTEREST (MAY 2014)
52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
52.232-25 PROMPT PAYMENT (JAN 2017)
52.232-33 Payment by Electronic Funds Transfer-System for Award Management.
52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.232-40 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)
52.233-1 Disputes.
52.233-3 Protest after Award.
52.233-4 Applicable Law for Breach of Contract Claim.
52.240-1 PROHIBITION ON UNMANNED AIRCRAFT SYSTEMS MANUFACTURED OR ASSEMBLED BY AMERICAN SECURITY DRONE ACT-COVERED FOREIGN ENTITIES (NOV 2024)
52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)
52.242-13 BANKRUPTCY (JULY 1995)
52.244-5 COMPETITION IN SUBCONTRACTING (AUG 2024)
52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)
52.245-1 Government Property.
52.245-9 USE AND CHARGES (APR 2012)
52.247-68 REPORT OF SHIPMENT (REPSHIP) (FEB 2006)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)
52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
52.250-5 SAFETY Act Equitable Adjustment.
52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

## FULL TEXT

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

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

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

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

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

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

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

(b) Safeguarding requirements and procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### 52.211-11 Liquidated Damages-Supplies, Services, or Research and Development (Sept 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$\_\_\_\_\_ per calendar day of delay [*Contracting Officer insert amount*].

(b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

(End of clause)

#### 52.216-25 Contract Definitization (Oct 2010)

(a) A Firm Fixed Price definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a Firm Fixed Price proposal, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR [15.408](#), [Table 15-1](#), supporting its proposal.

(b) The schedule for definitizing this contract is Proposals received by 24 March 2025, 16:00, negotiations occurring by 25 April 2025, followed by issuing of the award.

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with [subpart 15.4](#) and [part 31](#) of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

#### 52.219-33 Nonmanufacturer Rule (Sep 2021)

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

*Manufacturer* means the concern that transforms raw materials, miscellaneous parts, or components into the end item. Concerns that only minimally alter the item being procured do not qualify as manufacturers of the end item. Concerns that add substances, parts, or components to an existing end item to modify its performance will not be considered the end item manufacturer, where those identical modifications can be performed by and are available from the manufacturer of the existing end item.

*Nonmanufacturer* means a concern, including a supplier, that provides an end item it did not manufacture, process, or produce.

(b) *Applicability.*

(1) This clause does not apply to contracts awarded pursuant to the unrestricted portion of a partial set-aside or to a contractor that is the manufacturer of the product or end item.

(2) This clause applies to—

(i) Contracts that have been awarded pursuant to a set-aside, in total or in part, for any of the small business concerns identified in [19.000\(a\)\(3\)](#);

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

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

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

(B) Issued directly to a small business concern under multiple-award contracts as described in [19.504\(c\)\(1\)\(ii\)](#);

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

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

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

(v) Contracts using the HUBZone price evaluation preference to award to a HUBZone concern unless the Contractor waived the evaluation preference.

(c) *Requirements.*

(1) The Contractor shall—

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas; for kit assemblers who are nonmanufacturers, see paragraph (c)(2) of this clause instead;

(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) When the end item being acquired is a kit of supplies, at least 50 percent of the total cost of the components of the kit shall be manufactured, processed, or produced in the United States or its outlying areas by small business concerns.

(End of clause)

52.222-9 Apprentices and Trainees.

52.246-20 Warranty of Services (May 2001)

(a) *Definition.* "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b)Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 365 days from the date of acceptance by the Government. This notice shall state either-

(1)That the Contractor shall correct or reperform any defective or nonconforming services; or

(2)That the Government does not require correction or reperformance.

(c)If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d)If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

52.252-6 Authorized Deviations in Clauses (Nov 2020)

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

(End of clause)

#### **Section IV: List of Documents, Exhibits, and other Attachments**

##### **SF-1449 – NESSS Contract Document**

##### **Specification CGC Polar Star and Healy Ice Breaker Shaft Recertification**