

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER
20270PR230000213

PAGE 1 OF 19

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER 5. SOLICITATION NUMBER
70Z08423QK0000213 6. SOLICITATION ISSUE DATE
08/31/2023

7. FOR SOLICITATION INFORMATION CALL:  a. NAME
CRAFT, Ms. TERRY E b. TELEPHONE NUMBER (No collect calls)

8. OFFER DUE DATE/ LOCAL TIME 12:00pm (PST)
09/14/2023

9. ISSUED BY CODE 702084
702084 COB4(W) - Alameda, CA
USCG-SILC-COB3(W), Coast Guard Island, Bldg 54-C
Alameda, CA, 94501, US

10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: 100 % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS
 HUBZONE SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED
SMALL BUSINESS PROGRAM NAICS:
 SERVICE-DISABLED VETERAN-OWNED EDWOSB 488190
SMALL BUSINESS 8 (A) \$40MILL SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO CODE
See Schedule

16. ADMINISTERED BY CODE 702084
Same As Issuing Office

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

TELEPHONE NO.

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 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Coast Guard Air Station Kodiak has a requirement for contracted maintenance support for Aviation Life Support Equipment services. Air Station Kodiak requires the staffing of an Aviation Life Support Equipment (ALSE) maintainer to support repair and scheduled and/or unscheduled maintenance of MH-65, MH-60T, & C-130J. Job will include working on Inflatable Equipment, Survival Equipment & Survival Kits, Rescue Equipment, Protective Equipment, Helicopter Rescue Swimmer Equipment, MH65 Helicopters floats, & C130 Liquid Oxygen (LOX) system. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA 26. TOTAL AWARD AMOUNT (Far Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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

29. AWARD OF CONTRACT: REF. OFFER DATED 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 (Type or print) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or print) 31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule				

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

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Section II: Continuation of SF1449

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0001		Aviation Life Support Equipment (ALSE) Estimated 1920 Hrs Per Year	1	EA
Contract Type:Firm Fixed Price Base Year: 01 Sep 23 - 31 Aug 24				
			Unit Price	
			Extended Price	
Description:				
Purchase Requisitions			20270PR230000213	

IDC Type: Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
9/1/23	8/31/24	

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0002	0001	Option Year 1: 01 Sep 24 - 31 Aug 25	1	EA
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
Description:				
Purchase Requisitions				

Option: 1
Option Time Date: 9/1/24
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
9/1/24	8/31/25	

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0003	0001	Option Year 2: 01 Sep 25 - 31 Aug 26	1	EA
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
Description:				
Purchase Requisitions				

Option: 2
Option Time Date: 9/1/25
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
9/1/25	8/31/26	

Section III: Contract Clauses

USCG

NOTICE TO OFFEROR

SOLICITATION NUMBER: 70Z08423QKODI0001

The Department of Homeland Security (DHS), United States Coast Guard (USCG), Director of Operational Logistics (DOL) will acquire the services outlined in the solicitation utilizing procedures in Federal Acquisition Regulation (FAR) Part 12, FAR Part 13.5. This is a 100% Small Business Set-Aside.

The North American Industry Classification System (NAICS) code 488190 Aircraft Maintenance and Repair Services applies to this request for quotation (RFQ), and its size standard is \$40 million.

PLEASE CAREFULLY READ THE ENTIRE SOLICITATION AND COMPLETE ALL REQUIRED DOCUMENTATION. SEE SECTION V – PROPOSAL SUBMISSION INSTRUCTIONS FOR THE LIST OF WHAT IS REQUIRED TO BE SENT WITH YOUR QUOTATION.

ALL AMENDMENTS TO THE SOLICITATION SHALL BE ACKNOWLEDGED IN WRITING.

Note: Only send questions/concerns to the Contract Specialist listed on the SF-1449 or, if not available, to the Primary Contracting Officer listed in this solicitation. DO NOT ask or submit questions/concerns regarding this solicitation to any other USCG or government personnel.

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 and the Contracting Officer or by hand delivery to the Contracting Officer.

The Ombudsman Hotline telephone number is (202) 372-3695.

Place of Acceptance on behalf of the Government: Air Station Kodiak, Juneau, AK

Continuation of SF-1449 Block 16: Administered By (Contract Management)

Notwithstanding the Contractor's responsibility for total management during the performance of the contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The individuals listed below will be the Government points of contact during the performance period.

Contract Administration: The USCG Director of Operational Logistics (DOL), Simplified Acquisitions and Utilities Division (DOL-94) will perform all contract administration. Communications pertaining to contractual administrative matters shall be addressed to the Contracting Officer (KO) or the Contract Specialist (KS). **Changes in, or deviations from, the PWS or terms and conditions of the contract shall not be effected without written modification to the contract as executed by**

a DOL-9 KO.

The Contracting Officer's Representative (COR) is a Government employee designated in writing by the KO to act as a technical advisor for the KO for services/items within the scope of the contract. The COR performs functions such as review and/or inspection and acceptance of supplies and services and of a technical nature. A designation letter will set forth the name of the COR/CORs and the authorities and limitations of the COR(s) under the contract. **This person does not have a warrant that provides the authority to contractually commit the Government or to modify any terms and conditions of a contract.**

Continuation of SF1449 - Block 18b/Invoice Submission

"Electronic submission of Invoices is mandatory"

1. The Contractor shall submit a monthly invoice for services via the Invoice Processing Platform (IPP) at <https://www.ipp.gov/>. IPP is a government-wide, secure web-based payment information service offered free of charge to government agencies and their suppliers by the U.S. Department of Treasury's Bureau of the Fiscal Service. It requires enrollment if you are not yet enrolled.

The point of contact you provided in your SAM.gov registration will receive two emails from ipp.noreply@mail.ero.c.twai.gov if your entity is not already enrolled in IPP:

1. The first email will have the IPP Logon ID and a link to the IPP application.
2. A second email, which will be sent within 24 hours of the first email, contains an IPP password. Once your contact receives these emails, please ensure they log into IPP and complete the registration process.

Training materials that address all IPP capabilities are available on the IPP website after login.

Once registered to use IPP, your company may submit payment requests, receive e-mail notifications when requests are paid, view payment history, and access remittance downloads. The e-mail notification of payment is sent when a payment is distributed to your bank account and may include the following payment information: Date of payment, dollar amount, invoice number, paying agency, payee name, and ACH trace number.

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 ET

2. The Contractor shall attach a single PDF file no larger than 3MB as the official invoice.

3. Supporting documentation must be combined in a single PDF file or submitted to your contracting office separately via email. Supporting documentation must not exceed 999 pages.

4. A proper invoice shall have the following information clearly indicated on each invoice: (i) Name and address of the Contractor; (ii) Invoice date and number (the Contractor is encouraged to date invoices as close as possible to the date of the mailing transmission); (iii) Contract number, contract line item number and, if applicable the order number; (iv) Description, quantity, unit of measure, unit price, and extended price of the items delivered or services performed; (v) terms of any discount for prompt payment offered; (vi) Name and address of official to whom payment is sent; (vii) Name, title, and phone number of person to be notified in the event of a defective invoice; (viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice; (ix) Electronic funds transfer (EFT) banking information; (x) UEI number recorded on every invoice submitted.

5. If you have difficulties sending your invoice, contact the Finance Center's Customer Service Team at (757) 523-6940.

6. A copy of the Invoice and Supporting documentation shall also be e-mailed to the assigned contract specialist, COR, and DOL-94 invoice support personnel prior to or immediately after submitting your invoice to the IPP system as described above. Failure to do this may result in the delay of payment. These POCs will be given at time of award.

SECTION II – CONTRACT CLAUSES, TERMS, AND CONDITIONS

Additional Full-Text Clauses:

FAR Clause 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor up to 10 calendar days prior to the end of the performance period.

FAR Clause 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 30 calendar days of the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days 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 this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of Clause)

FAR Clause 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/these address(es):

- Federal Acquisition Regulation (FAR): <http://farsite.hill.af.mil/vmfara.htm>
- Homeland Security Acquisition Regulation (HSAR): <http://farsite.hill.af.mil/vmhsara.htm>

FAR	52.202-1	Definitions	Jun-2020
FAR	52.203-3	Gratuities	Apr-1984
FAR	52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun-2020
FAR	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May-2011
FAR	52.204-9	Personal Identity Verification of Contractor Personnel	Jan-2011
FAR	52.204-18	Commercial and Government Entity Code Maintenance	Aug-2020
FAR	52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	Oct-2020
FAR	52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Aug-2020
FAR	52.212-4	Contract Terms and Conditions -- Commercial Items	Oct-2018
FAR	52.223-2	Affirmative Procurement of Biobased Products Under Service And Construction Contracts.	Sep-2013

FAR	52.223-3	Hazardous Material Identification and Material Safety Data <i>Alternate I (Jul 1995)</i>	Feb-2021
FAR	52.223-5	Pollution Prevention and Right-to-Know Information	May-2011
FAR	52.223-6	Drug-Free Workplace	May-2001
FAR	52.223-10	Waste Reduction Program	May-2011
FAR	52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	Aug-2018
FAR	52.225-13	Restriction on Certain Foreign Purchases	Jun-2008
FAR	52.228-5	Insurance-Work on a Government Installation	Jan-1997
FAR	52.229-3	Federal, State, and Local Taxes	Feb-2013
FAR	52.232-18	Availability of Funds	Apr-1984
FAR	52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec-2013
FAR	52.237-2	Protection of Government Buildings, Equipment and Vegetation	Apr-1984
FAR	52.237-3	Continuity of Services	Jan-1991
FAR	52.242-13	Bankruptcy	Jul-1995
FAR	52.242-15	Stop Work Order	Aug-1989
FAR	52.248-1	Value Engineering	Jun-2020
HSAR	3052.211-70	Index for Specifications	Dec-2003
HSAR	3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work	Dec-2003
HSAR	3052.223-70	Removal or Disposal of Hazardous Substances – Applicable Licenses and Permits (30 days)	Jun-2006
HSAR	3052.223-90	Accident and Fire Reporting (USCG)	Dec-2003

FAR 52.252-6 - Authorized Deviations in Clauses. (Nov 2020)

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

(b) The use in this solicitation or contract of any Department of Homeland Security Acquisition Regulation (HSAR) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

HSAR Clause 3052.212.70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items (Sep 2012)

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

(a) Clauses.

- 3052.204-71 - Contractor Employee Access.
- 3052.205-70 - Advertisement, Publicizing Awards, and Releases.
- 3052.228-70 - Insurance.

X 3052.242-72 - Contracting Officer's Representative.

-
Contractor's Releases.

-
The Government may require the Contractor to complete Contractor's Releases (DHS Form 700-3 or an equivalent form) at the completion of the contract.

-
Other Government Contracts or Agreements:

The Government may undertake, award, obtain or enter into, other contracts or agreements to augment these services. The Contractor shall cooperate fully with such other Contractors, augmentees and Government employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor, augmentee, or Government employees, or with the proper execution of Government business.

Contractor employees and visitors (post-award access to government facilities):

All personnel employed by the Contractor (including subcontractors) in the performance of this contract or any representative of the Contractor entering the Government installation, shall abide by all applicable security regulations and shall be subject to such security checks as may be deemed necessary by the Government. The Government reserves the right to direct the Contractor to remove from performance under this contract any employee for misconduct or security reasons. This will not relieve the Contractor from contract performance or allow for any equitable adjustment to the contract. Contractor employees shall not receive visitors without the express permission of the Contracting Officer, COTR, or Security Officer. Contractor employees shall not loiter in any working, patron, or otherwise unauthorized area.

Modification proposals – price breakdown:

The Contractor, in connection with any proposal for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the price breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment and all other costs. The proposal shall cover all work involved in the modification, whether such work was deleted, added, or changed. Any item claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes time extension, a justification therefore shall also be furnished. The proposal together with the price breakdown and the time extension justification shall be furnished by the date specified by the Contracting Officer.

Use of alcoholic beverages/drugs:

The use, possession or sale of alcoholic beverages or illegal drugs by Contractor personnel while on duty is strictly prohibited. The Contractor shall immediately remove any employee who uses, possesses, or sells alcohol or drugs while on duty. Removal of the employee for such causes does not relieve the Contractor of the requirement to provide sufficient personnel to adequately perform services.

Safety:

The contractor shall comply with all applicable Federal and State OSHA regulations, and all other international, Federal, State, and local safety requirements.

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Licenses and Permits.

The Contractor shall be responsible for obtaining any necessary licenses and permits (without any additional cost to the Government), giving all notice and complying with any applicable federal, state, local, and municipal laws, codes, ordinances, and regulations in connection with the business carried on under this contract.

Compliance with applicable state and federal requirements:

This contract is subject to, and in performing the work under this agreement, the Contractor shall abide by and comply with, all relevant statutes, ordinances, laws and regulations of the United States (including Executive Orders of the President) and any State (or other public authority, now or hereafter in force) and agrees to observe and comply with all applicable State and

Federal requirements as to Social Security, Workmen's Compensation and Unemployment, and any other matters concerning employment applicable to the contract work, and he shall also abide by and comply with such rules, regulations, directions, and orders not inconsistent herewith as may from time to time be issued by the Government.

FAR 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items. (Jun 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 (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 89(a)(1)(A) of Pub. L. 115-232).

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

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C.

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 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:

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

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

 X (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

 X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jun 2020) (31 U.S.C. 6101 note).

 X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

 X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

 X (22) 52.219-28, Post Award Small Business Program Representation (Sep 2021) (15 U.S.C. 632(a)(2)).

 X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

 X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).

 X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

 X (28) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

 X (29) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

 X (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

 X (31) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

 X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

 X (33) (i) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O. 13627).

 X (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

- _X_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- _X_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Jun 2020) (E.O. 13513).
- _X_ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- _X_ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).
- _X_ (46) 52.225-1, Buy American--Supplies (Jan 2021) (41 U.S.C. chapter 83).
- _X_ (55) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).
- _X_ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

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

- _X_ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67.).
 - _X_ (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).
- This Statement is for information only. It is not a wage determination

Employee Class	Monetary Grade:
Aircrew Life Support Equipment (ALSE) Mechanic I - 23091	\$32.98

- _X_ (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).
- _X_ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).
- _X_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(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, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

- (v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
 - (vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
 - (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
 - (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
 - (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
 - (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
 - (xiii) (A) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O. 13627).
(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
 - (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
 - (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
 - (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
 - (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).
 - (xviii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
 - (xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (Jan 2017) of 52.224-3.
 - (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

SECTION III – LIST OF ATTACHMENTS

- Attachment 1 - Performance Work Statement (PWS)
- Attachment 2 - P Quality Assurance Surveillance Plan (QASP)
- Attachment 3 - Performance Requirements Summary (PRS) and Contract Discrepancy Report (CDR)
- Attachment 4 – Wage Determination 2015-5687 Revision 19

SECTION IV – SOLICITATION PROVISIONS

FAR 52.252-1 -- Solicitation Provisions Incorporated by Reference. (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

- Federal Acquisition Regulation (FAR): <http://farsite.hill.af.mil/vffara.htm>
- Homeland Security Acquisition Regulation (HSAR): <http://farsite.hill.af.mil/vfhsara.htm>

Source	Clause #	Title	Date
FAR	52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sep-2007
FAR	52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	Jan-2017
FAR	52.204-16	Commercial and Government Entity Code Reporting	Aug-2020
FAR	52.204-22	Alternative Line Item Proposal	Jan-2017
FAR	52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	Nov-2015
FAR	52.212-1	Instructions to Offerors -- Commercial Items	Jun-2020
FAR	52.217-5	Evaluation of Options	Jul-1990
FAR	52.223-1	Biobased Product Certification	May-2012
HSAR	3052.247-72	FOB Destination	Dec-2003

FAR Clause 52.209-5 - Certification Regarding Responsibility Matters (Aug 2020)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax

Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, 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).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default. (End of Provision) _

FAR Clause 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 which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of Provision)

FAR Clause 52.209-11 – Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Feb 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding

agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of Provision)

FAR Clause 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a Firm Fixed Price Contract resulting from this solicitation.

(End of Provision)

FAR Clause 52.233-2 Service of Protest (Sep 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Jet I. Flores at DOL-94 Bldg 54C, Coast Guard Island, Alameda, CA, 94510. (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

SECTION V – PROPOSAL SUBMISSION INSTRUCTIONS

52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS. (SEP 2021) (ADDENDUM)

The quotation must be prepared in accordance with the instructions in this section, providing all required documents and information in the format specified. The quotation shall clearly and concisely describe the offeror's response to the requirements of the solicitation. The Offeror shall acknowledge receipt of any/all Amendments to this solicitation by the date and time specified in the amendment(s).

1. Pages shall be no larger than 8 ½" X 11". Quotations shall be submitted on double-sided, 30% post-consumer fiber paper whenever practicable. The text size shall be no less than 12 point Times New Roman font, and the page margins shall be at least one inch on the top and bottom and ¾" on the sides for all pages.
2. The offeror shall provide an electronic copy via email to the contract specialist in either Microsoft Word, Microsoft Excel format, or in Adobe PDF format.
3. The offeror agrees to hold the prices in its offer firm for 180 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

SUBMISSIONS

The submission of the quotation will be accepted as an electronic submission. The submission information is as follows:

Electronic Submission: Please send to: terry.e.craft@uscg.mil

QUOTATION REQUIREMENTS

1. Complete the "Signature of Offeror/Contractor" part of the Standard Form 1449 in Block 30a. An authorized official of the firm must sign the Standard Form 1449.
2. A filled out and complete Schedule of Services and Unit Prices (Pages 4 –5 of SF 1449). Follow instructions on Section VI –Evaluation of offer. The unit prices offered shall be all-inclusive taking into consideration any cost of living increases, inflation, etc. for each additional year beyond the base period except for wage adjustment IAW 52.222.43 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018). In addition to filling out the schedule of prices, please include in a separate document a breakdown of costs including labor hours, rates by labor category, other direct costs overhead, G&A, profit
3. Complete only paragraphs (b) of provision FAR 52.212-3 - Offeror Representations and Certifications -- Commercial Items (Feb 2021) with Alternate I if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM). If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision with Alternate I.
4. Complete fill-in certifications for FAR 52.209-5 – Certification Regarding Responsibility Matters (Nov 2015), FAR 52.209-7– Information Regarding Responsibility Matters (Oct 2018), and FAR 52.209-11 – Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016). If completed on your SAM.gov profile under Reqs and Certs, please state as such on your quotation.

SECTION VI – EVALUATION OF OFFER

FAR 52.212-2 Evaluation of Commercial Items (OCT 2014)

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Lowest Priced, Technically Acceptable (LPTA) offer with acceptable or neutral past performance.

Technical Acceptability: Technical Acceptability will be evaluated to determine an overall rating of "acceptable" or "unacceptable". This will be determined by evaluating the ability of the offeror to provide a sound, compliant approach that meets all requirements listed in the PWS and demonstrates a thorough knowledge and understanding of the requirements. It is the contractor's responsibility to ensure that their quotation clearly demonstrates their ability to perform these requirements. Offerors can provide any additional information necessary to demonstrate how they will be able to meet the USCG's requirements.

The following factors shall be used to evaluate offers:

Factor #1: Price: Price will be evaluated by adding the base period and all option periods. The Government will evaluate the offer for price reasonableness. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

Note 1: Offerors are cautioned that an unrealistically low price quote would be considered as showing an inherent lack of technical competence of failure to comprehend the complexity and risks of the prosed contractual requirement and would be grounds for rejecting the quote. **Unrealistically low or unreasonably high prices may be rejected without further evaluation and without consideration.**

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

Factor #2: Contractor's Technical Plan: The contractor shall submit a Technical Plan containing the following: It should also include the method to recruit, retain, and employ personnel; and the method to direct resources and equipment to the remote site (i.e. discuss type of equipment, storage if necessary, dedication of corporate personnel and resources to ensure success of the job). The plan shall also include licenses and permits.

(End of provision)

SECTION VII – OFFEROR REPRESENTATIONS AND CERTIFICATIONS

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

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision, along with its Alternate I.

(End of Provision)

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

None

Section V: Solicitation Provisions

None