

FEDERAL BUSINESS OPPORTUNITIES

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Contracting Office Address: USCG, Aircraft Repair & Supply, HU25 Procurement, Bldg. 79, Elizabeth City, NC 27909-5001

Title: Miscellaneous Aircraft

Response Date: 05302008

USCG, Aircraft Repair & Supply Center, HU25 Product Line Division, Bldg. 79, Elizabeth City, NC 27909-5001!

J—Environmental Control Unit HU-25 Dassault Falcon Jets!!

HSCG38-08-Q-101016 !!

Contact Ms. Melissa Deglau, Contract Specialist, 252-335-6143, Mrs. Tonya Bush, Contracting Officer, 252-335-6195!!

This is a combined synopsis/solicitation for commercial repair prepared in accordance with the format in the Federal Acquisition Register (FAR) Subpart 12.6 as supplemented with additional information included. This announcement constitutes the only solicitation. Quotations are being requested and a written solicitation will not be issued. This Request for Quotation (RFQ), (HSCG38-08-Q-101016) incorporates provisions and clauses in effect through Federal Acquisition Circular 2005-24. The North American Industry Classification System (NAICS) Code is 336413. The small business size standard is 1,000 employees. The contract will be awarded using simplified acquisition procedures in accordance with (IAW) FAR Part 13.5. The award will be based on FAR Part 6.302-1. The United States Coast Guard (USCG) intends to negotiate on a limited sole source basis with the original equipment manufacturer (OEM) which is Honeywell International or a qualified equivalent. The contract will be awarded as a **FIRM-FIXED-PRICE** requirements contract. The USCG intends to award to a Federal Aviation Administration (FAA) authorized repair center or other USCG qualified equivalent, to effectively inspect, or overhaul to meet the OEM specifications and USCG approved procedures and return the HU-25 Environmental Control Units back to service.

Interested parties may submit a quote, which shall include a performance work statement, delivery schedule, incentives and disincentives programs if any, quality certifications, subcontracting plan in accordance with FAR Clause 52.219-9 (or a request for waiver if no subcontracting opportunities), and a firm-fixed-price quote for the following:

The contract will include a 3-year base period and 4 one-year options periods. The total duration of this contract shall not exceed seven years. Estimated effective date for contract performance is 01 September 2008. The base year will be from 01 September 2008 (or award date whichever is later) and extend for three years from that date. Each successive year of the base and option years will run consecutively. **VENDOR MUST SUBMIT PRICES FOR THE BASE PERIOD AND THE FOUR OPTION YEARS IN ORDER TO BE CONSIDERED FOR AWARD.**

Schedule of Services

Item No.	NSN Part No. Nomenclature	Base Year One	Base Year Two	Base Year Three	Option Year One	Option Year Two	Option Year Three	Option Year Four
1	1560-01-074-2782 2201160-5-1 Environmental Control Unit Overhaul	25	25	25	25	25	25	25
	PRICE PER UNIT	\$	\$	\$	\$	\$	\$	\$
2	1560-01-074-2765 191292-1 Heat Exchanger Breakout Part	12	12	12	12	12	12	12
	PRICE PER UNIT	\$	\$	\$	\$	\$	\$	\$
3	Exclusion Labor Rate (per hour)							
	PRICE PER HOUR	\$	\$	\$	\$	\$	\$	\$
4	Service Bulletin Labor Rate (per hour)							
	PRICE PER HOUR	\$	\$	\$	\$	\$	\$	\$
5	Contractor Receipt Verification of Material (1 as required)	*NSP	*NSP	*NSP	*NSP	*NSP	*NSP	*NSP
6	Component Repair Record (CRR) (1 as required)	*NSP	*NSP	*NSP	*NSP	*NSP	*NSP	*NSP
7	Subcontracting Report for Individual Contracts	*NSP	*NSP	*NSP	*NSP	*NSP	*NSP	*NSP
	1 st Reporting period October 1 st through March 31 st . 2 nd Reporting period October 1 st through September 30 th . Submit into the e-SRS system at www.eSRS.gov within 30 days of the close of each reporting period.							
8	Summary Subcontract Report Commercial Subcontracting Plan	*NSP	*NSP	*NSP	*NSP	*NSP	*NSP	*NSP
	Reporting period is based on the Contractor's fiscal year. Submit into the e-SRS system at www.eSRS.gov within 30 days of the close of the reporting period.							
	* Not Separately Priced (*NSP)							

All responsible sources may submit a quote which shall be considered by the agency. *Sources shall have a valid Cage Code, Data Universal Numbering System (DUNS) number or the ability to obtain one, be registered in the Central Contractor Registration (CCR) (<http://www.ccr.gov>) and be registered in the Online Representations and Certifications Application (ORCA) (<https://orca.bpn.gov/>)*

**USCG HU-25 DASSAULT FALCON JET
PERFORMANCE WORK STATEMENT
ENVIRONMENTAL CONTROL UNIT**

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- 1.0 INTRODUCTION:** This Statement of Work (SOW) defines the tasks for the overhaul of the HU-25 environmental control unit (ECU).
- 2.0 BACKGROUND:** The ECU provides conditioned air to the crew; essential cooling to the aircraft's electronic instruments and maintains cabin air pressure in the Coast Guard's (CG) HU-25 aircraft. ECU discrepancies are a result of ECU subcomponent failures. These discrepancies could impact aircraft safety and mission capabilities of all HU-25 flights.
- 3.0 SCOPE:** The contractor shall be a Federal Aviation Administration (FAA) authorized overhaul center and have demonstrated experience in the overhaul of HU-25 ECU's or similar items. All work performed by the contractor shall be in accordance with (IAW) Component Maintenance Manual (CMM) Publications, Original Equipment Manufacture's (OEM) specifications, drawings and service bulletins. The contractor shall obtain all CMM Publications, OEM specifications, drawings and service bulletins required to perform the requirements of the contract. Honeywell International, Defense and Space, 1300 West Warner Road, Tempe, AZ 85285-2200 is the OEM. The CG does not own nor can it provide CMM Publications, OEM specifications, drawings and service bulletins.
- 4.0 APPLICABLE DOCUMENTS:** The following technical specifications are applicable.
- 4.1. CMM 21-52-04 dated 01 March 1987 (or later date, if updated prior to this contract)
- 5.0 REQUIREMENTS:**
- 5.1 Upon receipt of a component the contractor shall notify the USCG Contracting Officer, in writing, providing the following information: (1) date the component(s) received, (2) confirmation of the part number(s) and serial number(s) received, (3) confirmation of delivery order number and any

discrepancies of the contract order and the material received. Notification via facsimile or e-mail is acceptable. (Fax No. (252) 334-5427).

- 5.2 The contractor shall inspect for unusual damage or missing parts and report any such findings to the Contracting Officer. Contractor shall not proceed with repairs in the case of unusual damage or missing parts until written approval is received from the Contracting Officer. Any work performed which exceeds the negotiated prices in this contract without prior approval by the Contracting Officer shall be at the expense of the contractor.
- 5.3 The contractor shall correct all deficiencies for a major overhaul to the ECU in conformance to current OEM specifications and technical specifications as noted in paragraph cited in Section 4.0. The contractor shall replace any missing, cannibalized or broken parts with new parts; OEM approved used parts or CG furnished parts.
- 5.4 The contractor shall provide all OEM maintenance, repair and overhaul manuals and specifications and provide access to DCMA or designated CG representative for inspection. The CG does not own nor can it provide OEM manuals and specifications.
- 5.5 Upon notice by the Contracting Officer that a new Time Compliant Technical Order (TCTO) or Service Bulletin (SB) is required, the contractor shall submit a firm, fixed price proposal. The proposal shall include the additional number of labor hours and a cost breakdown of the material for inclusion and a proposed delivery schedule. The contractor shall not proceed with incorporation into the component until a firm fixed price delivery schedule is negotiated and authorization to proceed is received from the contracting officer. The authorized TCTO/SCTO or SB shall be incorporated into each subsequent component received at the repair facility at the firm fixed price established and listed as a separate item in the contractor's invoice.

6.0 DELIVERY SCHEDULE. NOTE: Early deliveries are desired and acceptable.

6.1 Government Required Delivery:

Line item 1-2: No later than (NLT) 180 days after receipt of delivery order and component.

Line item 3: NLT 30 calendar days after notification of exclusion.

Line item 4: NLT 30 calendar days after notification that a service bulletin is required.

Line item 5: Contractor receipt verification no later than 5 working days after receipt of order.

Line item 6: Component Repair Record NLT 5 working days following completion of overhaul.

Line items 7 & 8: Submit in accordance with FAR Part 52-219-9 and HSAR 3052.219-70.

7.0 QUALITY ASSURANCE PROVISIONS:

- 7.1 The contractor shall provide and maintain a quality system in compliance with ISO 9001 or ISO 9002, ANSI/ASQC Q9001, Q9002 or a Quality System that is acceptable to the government certification requirements:

8.0 INSPECTION AND ACCEPTANCE:

- 8.1 Inspection and acceptance shall be by Certificate of Conformance. Material is subject to inspection by ARSC Quality Assurance personnel for count and condition only. If unit is shipped to an Air Station, Air Station personnel will perform this duty.
- 8.2 Overhauled components found to have deficiencies will be reported on standard form "SF 368", Product Quality Deficiency Report, to the contractor for investigation. The contractor shall report

findings of the investigation, within 10 calendar days after receipt of quality deficient exhibit, to the Contracting Officer.

8.3 At the time of each delivery of supplies or services under this contract, the contractor shall prepare and furnish to the Government a properly completed packing slip. The packing slip shall include the following information: 1) National Stock Number, 2) Part Number, 3) Nomenclature, 4) Serial Number, 5) Delivery Order Number, 6) Line Item Number, and 7) Quantity. One copy of the packing slip shall be submitted with the shipment and shall be attached to the outside of the shipping carton. The contractor shall provide a Certificate of Conformance (COC) and/or an FAA Form 8130-3/8130-4 Airworthiness Approval Tag which shall be attached to each overhauled component, a copy with the packaging slip and a copy included with the invoice. Failure to do so will result in either nonpayment or a delay in payment.

8.4 The CG reserves the right to retain the Defense Contract Management Agency's (DCMA) inspection services or a designated CG representative at the contractor's facility.

9.0 BREAKOUT PARTS

9.1 Components received may dictate the use of a breakout part as specified in the contract schedule as Contract Line Item 2. Notification of each required breakout part will be furnished to the Contracting Officer in writing. The contractor shall not proceed until they receive a written modification providing funding for the breakout part. The contractor's delivery obligation for the component(s) identified shall resume upon receipt of written modification to the delivery order.

10.0 MARKING, PACKAGING AND PRESERVATION:

10.1 The contractor shall comply with ASTM D 3951-98 Commercial Packaging, shipping and Storage Procedures (Approved 11/10/98 issued 1/99, and re-approved 2004)

11.0 SHIPPING INSTRUCTIONS.

11.1 Deliverable items shall be shipped to the following address:

USCG Aircraft Repair and Supply Center
Receiving Section, Building 63
Elizabeth City, NC 27909-5001

Mark For: Contract No. _____
(to be assigned at time of issuance)

Delivery Order No. _____
(to be assigned at time of issuance)

11.2 Documents, reports and correspondence shall be submitted to the following address:

USCG Aircraft Repair and Supply Center
HU25 Product Line
Elizabeth City, NC 27909-5001

Mark For: Contract No. _____
(to be assigned at time of issuance)

Delivery Order No. _____
(to be assigned at time of issuance)

12.0 TURN-AROUND TIME:

12.1 Desired turn-around time for overhaul is 90 days from receipt of material at the contractor's facility, but in no case shall turn-around time be greater than 180 days from receipt of material at contractor's facility.

13.0 SPECIAL STANDARD OF RESPONSIBILITY

13.1 Written documentation shall be provided with proposal stating contractor has or can acquire access to all OEM drawings, specifications, tools, fixtures and parts prior to contract award.

13.2 A site survey of the contractor's facility may be performed prior to award.

14.0 ACMS REQUIREMENTS

14.1 The Coast Guard maintains all aircraft and resources in an Aviation Computerized Maintenance System (ACMS). The ACMS system tracks and schedules maintenance of aircraft components and assemblies by serial number and part number. The contractor's responsibilities within ACMS consist of completion and submission of the included Component Repair Record (CRR) as follows:

- a. A current copy of the ACMS Configuration Report and a Significant Component History Report (SCHR) will be provided with each tracked component. The Contractor shall ensure these reports correspond with the current configuration of the component. All discrepancies shall be reported to the Contracting Officer.
- b. Upon completion of overhaul of the tracked component, the Contractor shall complete the Component Repair Record provided with each component to include Service Bulletins Complied with and other maintenance performed.
- c. One copy of the CRR with the original SCHR should be sent with each tracked component, one copy with the invoice, and one copy mailed to:

**Commanding Officer
USCG Aircraft Repair and Supply Center
ATTN: AVENG/ACMS
Elizabeth City, NC 27909**

These forms are considered deliverables under the contract. Noncompliance with these instructions shall result in nonpayment of invoices. The contractor shall maintain a copy of each completed CRR for a minimum of ninety (90) days.

15.0 SERVICE BULLETINS

15.1 All service bulletins if not previously accomplished, shall be identified to the Contracting Officer. The contractor is responsible for obtaining service bulletins. Upon receipt of an ECU requiring incorporation of such service bulletins, the contractor shall prepare a firm fixed price proposal IAW instructions listed below. Service bulletins created and incorporated during performance of this requirement may create new part number configurations, which supersede the previous configuration. In cases where the old configuration cannot be modified to the new, the new part number may be added

to the contract. The contractor shall notify and request disposition instructions from the Contracting Officer for superseded parts, which have been removed and replaced by new part number configurations.

15.2 Upon receipt of notification from the Contracting Officer that a service bulletin is required, the Contractor shall submit, within thirty (30) calendar days after receipt of the notification, a firm-fixed price proposal for an incremental charge to be assessed each time the service bulletin is incorporated in a component. The proposal shall contain a breakdown of material and labor costs including hours, labor categories, labor rates, and applicable mark ups. The incremental charge agreed to for incorporation of a service bulletin shall apply only to those components into which the Contractor incorporates a required service bulletin, not those into which the service bulletin has been previously incorporated. Upon agreement of an incremental charge and issuance of a contract modification to reflect this change, the service bulletin shall be incorporated into each subsequent component received at the repair facility if said service bulletin has not already been incorporated. When service bulletin incorporation changes the Contract Line Item Number (CLIN) part number, the new part number shall be added to the contract. The same procedures apply if removal of service bulletins is required.

16.0 EXCLUSIONS

16.1 Components received, which indicate obvious misuse, cannibalization, or severe damage due to mishandling or crash damage may dictate an exclusion from the prices specified in the schedule. Corrosion due to operation in salt environment is normal and not considered to be an exclusion. Such components shall be inspected, rework costs determined, and authorization to proceed obtained from the Contracting Officer prior to commencement of repair/overhaul. If the contractor considers a component is a candidate for exclusion, he shall immediately notify the Contracting Officer. (Verbal notification to the Contracting Officer shall be confirmed in writing). The contractor shall submit a proposal to cover the cost of the exclusion rework (the costs over and above the firm-fixed repair price) within thirty (30) calendar days after such notification. The proposal shall include: nomenclature, part numbers, cost and quantity of replacement parts, and total labor hours. Contractor shall verify cost of parts with invoices or catalogs, and shall provide a condition report. The contractor's delivery obligation for the component(s) identified shall be suspended as of the date of notice to the Contracting Officer. The Contracting Officer will (within 30 calendar days after receipt of the contractor's written proposal) make a written determination (subject to the "Disputes" Clause) as to whether or not the component is an "exclusion". The contractor's delivery obligation for the component(s) identified shall resume upon receipt of the Contracting Officer's determination.

The COC is to be attached to the original invoice when submitted to the payment office. **Failure to do so will result in either nonpayment or a delay in payment.**

THE COAST GUARD RESERVES THE RIGHT TO PERFORM A SITE SURVEY OF THE CONTRACTOR'S AND SUB-CONTRACTOR'S CAPABILITIES.

The following Federal Acquisition Regulation (FAR) and Homeland Security Acquisition Regulations (HSAR), Provisions and Clauses apply:

52.212-1 Instructions to Offerors – Commercial Items (Nov 2007)

52.212-2 Evaluation – Commercial Items (Jan 1999)

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. Award will be made utilizing the following factors, in descending order of importance. The Coast Guard intends to award one contract to the Contractor whose quote is identified as offering the best value solution.

The Coast Guard may determine the best value which merits a higher price based on technical superiority. The Coast Guard, using sound business judgment, will base the selection decision on an integrated assessment of the proposal's relative capability as measured against the below evaluation factors:

- Factor 1 – Technical/Management Approach
- Factor 2 - Performance Plan
- Factor 3 – Past Performance
- Factor 4 – Cost/Price

Factors 1, 2, and 3 are equal and each is significantly more important than Factor 4. While the Cost/Price is an important part of the integrated selection decision, the non-Cost/Price factors are significantly more important than the Cost/Price factor. Cost/Price will become increasingly important as proposal evaluation ratings for technical and performance factors approach equal.

PLEASE NOTE

NOTICE TO OFFERORS CONCERNING REPRESENTATIONS AND CERTIFICATIONS:

- 52.212-3 Offeror Representations and Certifications – Commercial Items (Nov 2007) Alt I (Apr 2002).** These Certifications must be included with the quotation. **IAW FAR 4.1201 prospective contractors are required to submit annual representations and certifications via the (ORCA) website at <http://orca.bpn.gov>.** Please ensure completion prior to submission of your quote. An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.
- 52.212-4 Contract Terms and Conditions – Commercial Items (Feb 2007) is tailored to include the following FAR/HSAR clauses:**

ADDENDUM

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.204-4** Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
- 52.204-7** Central Contractor Registration (July 2006)
- 52.211-15** Defense Priority and Allocation Requirements (Sep 1990)
- 52.215-20** Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997) Alternate IV (Oct 1997)
 - (a) Submission of Cost or pricing data is not required.
 - (b) Provide information on the prices at which same or similar items have been repaired in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition.
- 52.216.18** Ordering (Oct 1995)
At any time during the effective term of the contract including the effective period of any option(s) exercised.
- 52.216-19** Order Limitations (Oct 1995)

- (a) 1 each
- (b) (1) the total estimated contract line item quantity.
(2) 20 percent of the estimated contract quantity; or
(3) 15 calendar days
- (d) 15 calendar days
- 52.216-21** Requirements (Oct 1995)
- (f) 1 Jan 2016
- Alternate I (Apr 1984).
- (c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may furnish within its own capabilities.
- 52.217-5** Evaluation of Options (July 1990)
- 52.217-9** Option to Extend the Term of the Contract (Mar 2000)
- (a) within the 30 day period prior to the contract or option period expiration.
- (b) 30 days before the contract expires
- (c) 7 years
- 52.245-1** Government Property (Fixed-Price Contracts) (Jun 2007)
- Alternate I (Jun 2007)
- (h)(1) The Contractor assumes the risk of, and shall be responsible for, any loss, damage, destruction, or theft of Government property upon its delivery to the Contractor as Government-furnished property. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.
- 52.246-4** Inspection of Services – Fixed Price (Aug 1996)
- 52.246-11** Higher-Level Contract Quality Requirement (Feb 1999)
- The contractor shall provide and maintain a quality system equal to ISO 9001, ISO 9002, ANSI/ASQC, Q9001, Q9002 or a higher-level system acceptable to the Government. The contractor shall state the quality system to be used in performance of this contract.
- 52.246-15** Certificate of Conformance (Apr 1984)
- 52.247-34** F.O.B Destination (Nov 1991)
- 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 it they were given in full text. Upon request, the Contracting Officer will make the full text available. The full text of the clause may be accessed electronically at this Internet address
<http://www.arnet.gov/far/>

(End of Clause)

HOMELAND SECURITY ACQUISITION REGULATION (48 CFR CHAPTER 30) CLAUSES

- 3052.219-70 Small Business Subcontracting Plan Reporting (Jun 2006)
- 3052.219-71 DHS Mentor-Protégé Program (Jun 2006)
- 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor-Protégé Program (Jun 2006)
- 3052.242-72 Contracting Officer's Technical Representative (Dec 2003)

(End of Clause)

HOMELAND SECURITY ACQUISITION REGULATION (48CFR CHAPTER 30) CLAUSES (can be accessed electronically at <http://www.dhs.gov/xopnbiz/regulations/>)

HSAR 3052.209–70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUNE 2006).

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of homeland security, or to prevent the loss of any jobs in the United States or prevent the Government from incurring any additional costs that otherwise would not occur.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting ‘more than 50 percent’ for ‘at least 80 percent’ each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, Section 835 of the Homeland Security Act, 6 U.S.C. 395 would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group. Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date

which is after the date of enactment of this Act and which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purpose of this section.

(d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) Warrants;
- (ii) Options;
- (iii) Contracts to acquire stock;
- (iv) Convertible debt instruments;
- (v) Others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.

(f) Disclosure. The offeror under this solicitation represents that {Check one}:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria (HSAR) 48 CFR 3009-.104-70 through 3009.104-73, but plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of Provision)

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--
Commercial Items (Feb 2008)**

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

(1) 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(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 must check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006)

(ii) Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

- N/A (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- N/A (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- N/A (4) [Reserved]
- N/A (5)(i) 52.219-6, Notice of Total Small Business Set-Aside(June 2003)(15 U.S.C. 644).
 ___ (ii) Alternate I (Oct 1995) of 52.219-6.
 ___ (iii) Alternate II (Mar 2004) of 52.219-6.
- N/A (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
 ___ (ii) Alternate I (Oct 1995) of 52.219-7.
 ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- X (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).
- X (8)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2007) (15 U.S.C. 637(d)(4)).
 ___ (ii) Alternate I (Oct 2001) of 52.219-9.
X (iii) Alternate II (Oct 2001) of 52.219-9.
- N/A (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- X (10)52.219-16, Liquidated Damages--Subcontracting (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- N/A (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 ___ (ii) Alternate I (June 2003) of 52.219-23.
- N/A (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- N/A (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- N/A (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)
- X (15) 52.219-28, Post Award Small Business Program Re-representation (June 2007) (15 U.S.C. 632(a)(2)).
- X (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (17) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- X (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- X (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- X (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- X (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- X (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- X (24)(i)52.222-50 Combating Trafficking in Persons (Aug 2007) (Applies to all contracts)
 ___(ii) Alternate I (Aug 2007) of 52.222-50.
- N/A (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
 ___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- N/A (26) 52.223-15 Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- N/A (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
 ___ (ii) Alternate I (DEC 2007) of 52.223-16.
- N/A (28) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a - 10d).
- N/A (29)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Aug 2007) (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53, and 109-169).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

N/A (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (31) 52.225-13, Restriction on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

N/A (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

N/A (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

N/A (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

N/A (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

N/A (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

N/A (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

N/A (39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (40)(i) 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).

___ (ii) Alternate I (Apr 2003) 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 items:

N/A (1) 52.222-41, Service Contract Act of 1965, as Amended (Nov 2007) (41 U.S.C. 351, *et seq.*).

N/A (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

N/A (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

N/A (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

N/A (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

N/A (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

N/A (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112 (p)(1)).

(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 paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246);
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212);
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793);
 - (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
 - (vi) 52.222-41, Service Contract Act of 1965, as Amended (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).
 - (vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
 - (viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)
 - (ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)
 - (x) 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)

Closing date and time for receipt of offers is 30 May 2008, 4:00 pm, Local Time. Prices must remain effective for 90 days after closing of solicitation. All responsible sources may submit a quotation that will be considered by this Agency. Offers may be submitted on company letterhead stationery for base and option periods. Include the required FAR 52.212-3, including Alternate 1, Offeror Representations and Certifications. Copies are available by calling the agency or by downloading the document from FedBizOps as posted under this solicitation. Copies of the Justification for Other Than Full and Open Competition are posted at <http://www.uscg.mil/hq/arsc/contracting/HU25/HU-25.htm>. All offerors submitting a proposal shall have a valid Vendor Cage Code and Dun & Bradstreet number (DUNS) or the ability to get one. Facsimile Offers are acceptable and may be forwarded via fax number 252-334-5427, attention Melissa Deglau. Electronic submission may be sent to Melissa.A.Deglau@uscg.mil. Enclosure (1) to COMDTINST 4200.14, NOTICE FOR FILING AGENCY PROTESTS, is included.

1.1 Enclosure (1) to COMDTINST 4200.14 Notice for Filing Agency Protests

NOTICE FOR FILING AGENCY PROTESTS

It is the policy of the Coast Guard 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 General Accounting Office (GAO).

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

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

Formal Agency Protest with the Ombudsman. Prior to submitting a formal agency protest, protesters must first use their best efforts to resolve their concerns with the contracting officer through open and frank discussions. If the protester's concerns are unresolved, an independent review is available by the Ombudsman. The protester may file a formal agency protest to either the contracting officer or as an alternative to that, the Ombudsman under the OPAP program. Contract award or performance will be suspended during the protest period unless contract award or performance is justified, in writing, for urgent and compelling reasons or is determined in writing to be in the best interest of the Government. The agency's goal is to resolve protests in less than 35 calendar days from the date of filing. Protests shall include the information set forth at 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. This will not preclude re-filing of the protest to meet the requirement. To be timely, protests must be filed within the period specified in FAR 33.103(e). **Formal** protests filed under the OPAP program should be forwarded to the address below:

Department of Homeland Security
United States Coast Guard (CG-9131)
Ombudsman Program for Agency Protests
1900 Half Street, SW, Room 11-0602
Washington, D. C. 20593-0001
FAX: 202.475.3904

The Ombudsman Hotline telephone number is 202.372.3695.